



FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES



FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

AGENDA



FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

MEETING AGENDA

February 1, 2024
8:30 AM

Augustus B. Turnbull Conference Center
555 W Pensacola St, Tallahassee, FL 32306
Room 208

The agenda will be followed in subsequent order and items may be heard earlier than the scheduled time.

I. CALL TO ORDER AND WELCOME

Mr. Peter Collins, Chair

II. APPROVAL OF MINUTES

November 10, 2023, meeting minutes

December 22, 2023, meeting minutes

January 24, 2024, meeting minutes

III. PUBLIC COMMENTS

IV. PRESIDENT'S REPORT

Dr. Richard McCullough, President

V. CONSENT ITEMS

- A. Request for Approval:** Federal Charter Schools Grant for The Collegiate School at FSU Panama City (Academic Affairs)
- B. Request for Approval:** Degree Terminations Resulting from the BOG Productivity Analysis (Academic Affairs)
- C. Request for Approval:** Proposal to Explore Bachelor's in Modern Languages, Literatures, and Cultures (Academic Affairs)
- D. Request for Approval:** Performance Based Funding Metrics (Audit & Compliance)
- E. Request for Approval:** Preeminent Research University Funding Metrics (Audit & Compliance)
- F. Request for Approval:** 2024-2025 Budget Projections for Auxiliaries with Outstanding Revenue Bonds (Finance & Business)

G. Request for Approval: Nomination to the Board of Directors of the Florida State University College of Business Student Investment Fund – Tallahassee, Inc.
(Governance)

H. Request for Approval: Student Organizations and Activities 3.0015 (Student Affairs)

VI. NEW BUSINESS AND UPDATES

A. Faculty Senate Steering Committee

Dr. Roxanne Hughes, Vice-Chair, Faculty Senate Steering Committee

B. Student Government Association

Mr. Rodney Wells, Vice President, Student Government Association

C. Athletics Update

Mr. Michael Alford, Vice President and Director of Athletics

Information Item:

Ms. Taylor Huff, Midfielder/Forward, Women's Soccer

D. Legislative Affairs

Mr. Clay Ingram, Chief Legislative Affairs Officer

VII. CHAIR'S REPORT

Mr. Peter Collins, Chair

VIII. OPEN FORUM FOR BOARD OF TRUSTEES

IX. ADJOURNMENT



FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

MEETING MINUTES

November 10, 2023



FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

GENERAL MEETING MINUTES (DRAFT)

Friday, November 10, 2023

Miller Hall
DeVoe L. Moore University Center C
296 Champions Way, Tallahassee, FL, 32304
3rd Floor of University Center C, Room 3300

Present: Maximo Alvarez, Bridgett Birmingham, Peter Collins, Jorge Gonzalez, Jim Henderson, Jack Hitchcock, Justin Roth, Deborah Sargeant, Bob Sasser, John Thiel, and Drew Weatherford.

Absent: Kathryn Ballard, Vivian de las Cuevas-Diaz.

I. CALL TO ORDER AND WELCOME

Mr. Peter Collins, Chair

As previous committee meetings concluded early, Chair Collins welcomed everyone and called the meeting to order at 1:54 pm.

Chair Collins welcomed the FSU Air Force ROTC Color Guard and FSU Student Veteran, 8-year Marine, and Psychology Major Carl Thompson, who led everyone in The Pledge of Allegiance.

Chair Collins called for a moment of silent meditation.

Heather Mayo called the roll and confirmed a quorum.

II. APPROVAL OF MINUTES

September 8, 2023, Meeting Minutes

October 27, 2023, Meeting Minutes

Trustee Weatherford moved to approve the September 8, 2023, and October 27, 2023, board meeting minutes. Trustee Thiel seconded the motion, and both sets of minutes were approved unanimously by all present at the meeting.

III. PUBLIC COMMENTS

There were no public comments.

Chair Collins read the Ethics Conduct Policy.

Chair Collins welcomed President McCullough to give his report.

IV. PRESIDENT'S REPORT

Dr. Richard McCullough, President

President McCullough began his report by thanking the Air Force ROTC Color Guard and Carl Thompson, as well as FSU Student Veterans Center Director Billy Francis, for the work he does every day with our student veterans.

President McCullough provided an overview of the university's recent achievements and goals. He emphasized the commitment to making Florida State University better each day. He highlighted the following items for "making FSU better":

- building his team
- growing research dollars and reputation
- investing in faculty and research
- improving FSU's reputation and marketing
- building an entrepreneurial ecosystem and increasing startups and licensing and patents
- increasing fundraising alumni development, and outreach
- winning in athletics the right way

President McCullough acknowledged the successful recruitment of Valerie McDevitt as Associate Vice President of Strategic Partnerships and Innovation. He noted that Valerie has a wealth of experience and comes to FSU from AdventHealth Research Institute in Orlando, where she was executive director. She will oversee the FSU Office of Commercialization and the Office of Business and Industry Solutions.

President McCullough welcomed Susan Glenn as the new Associate Vice President of Advancement for Colleges, Schools, and Units. He also welcomed Robert Large, the new Chief Compliance and Ethics Officer.

President McCullough noted that we have attracted great candidates in the Mag Lab Director search. President McCullough shared details about the Triumph Gulf Coast project, highlighting the approval of a \$98.4 million grant for the new Aerospace and Advanced Manufacturing facility and program for workforce development. This will be a \$400 million project over the next decade, with over 100 people working on it. He noted that there is still some work to do in negotiating the term sheet and contract.

President McCullough thanked several people who have been involved in the project:

- Trustee Jorge Gonzalez
- Dean Suvranu De
- Dean Randy Hanna

- Associate Provost Farrukh Alvi
- Director Deborah Gautier
- HPMI Director Richard Liang
- Rabieh Razzouk
- John Hopkins

President McCullough gave updates on the progress of FSU Health, indicating positive negotiations with Tallahassee Memorial Hospital.

President McCullough discussed the allocation of \$47 million in recurring funds for salaries, \$30 million for retention packages, and \$10 million for salaries set aside.

President McCullough mentioned \$22 million earmarked for new faculty hiring and \$20 million for research infrastructure and startup initiatives.

President McCullough said October was a hectic month that started with Discovery Days — FSU's first-ever weeklong celebration to spotlight research, innovation, and creative endeavors. He noted that Vice President Patterson and the Office of Research did an incredible job planning a full slate of activities.

President McCullough highlighted an emphasis on entrepreneurship, thanks to the Jim Moran Foundation's significant gift to establish the College of Entrepreneurship. He also noted the Jim Moran Institute for Global Entrepreneurship recent transfer from the College of Business into the Jim Moran College of Entrepreneurship.

President McCullough mentioned that he attended the Presidential inaugurations of Ben Sasse at the University of Florida and the Presidential inauguration of Claudine Gay at Harvard.

President McCullough mentioned that he attended the College of Business Hall of Fame induction ceremony. He specifically congratulated:

- Chris Iansiti
- Russell Kohl
- Kyle Riva
- Nada Usina

President McCullough commented that he attended a special dinner and recital hosted by the College of Music with Grammy Award-winning opera singer and FSU alumnus Ryan Speedo Green.

President McCullough noted that FSU recently welcomed a delegation from Ireland that was here to visit in advance of the 2024 Aer Lingus College Football Classic.

President McCullough reported that FSU also hosted the Right Honorable Nigel Evans, deputy speaker of the House of Commons in the British Parliament, who spent time on campus leading discussions with students and faculty about internships and civil engagement in the U.K. He noted that Trustee Justin Roth was instrumental in coordinating this visit.

President McCullough noted that Chair Peter Collins was recognized with the Sliger Award. Trustee Vivian de las Cuevas-Diaz was presented with the Inspire Award at the FSU Alumni Awards Gala.

President McCullough also highlighted our deepening relationship with the Seminole Tribe of Florida during the football game against Duke. He mentioned an emotional and historic moment when Chairman Marcellus Osceola Jr. planted the spear before kickoff.

President McCullough reported that he and the First Lady visited the new Collegiate School in Panama City. This FSU laboratory high school opened in August with an initial cohort of about 100 ninth graders.

President McCullough also discussed preparations for the upcoming 2024 legislative session and the importance of engaging with legislators to showcase the university's achievements. He noted that he attended the designation ceremony for Florida Representative Danny Perez, who will serve as the next Florida House of Representatives Speaker.

President McCullough celebrated the success of the women's soccer team in winning the ACC Championship. He noted the football team's undefeated record (9-0) and upcoming challenging matchups.

President McCullough highlighted his upcoming State of the University address and commencement ceremonies. He mentioned that Ed Burr and Lillian Garcia-Roig will serve as commencement speakers for Fall 2023 commencement.

President McCullough ended his report by expressing gratitude for the support from the board, reinforcing the university's commitment to continuous improvement, and expressing enthusiasm for ongoing and future projects.

V. CONSENT ITEMS

A. Request for Approval: Proposal to Explore Bachelor's in Emergency Management and Homeland Security (Academic Affairs)

B. Request for Approval: Self-Supporting and Market Tuition Rate College-Credit Programs Annual Report, 2021-2022 & 2022-2023 (Academic Affairs)

C. Request for Approval: FSU-3.037 Financial Aid Regulation Changes (Academic Affairs)

D. Request for Approval: FSU Foundation Articles of Incorporation (Advancement)

E. Request for Approval: Request for Approval: Nomination to the Board of Directors of the FSU Research Foundation, Inc. (Governance)

F. Request for Approval: Student Organizations and Activities 3.0015 (Student Affairs)

Trustee Thiel moved to approve consent items A-F. Trustee Alvarez seconded the motion, and it was approved unanimously by all present at the meeting.

VI. NEW BUSINESS AND UPDATES

A. Student Veterans Center

Colonel William Francis, Director, Student Veterans Center

Chair Collins introduced Colonel Billy Francis, Director of the Student Veterans Center. Colonel Francis thanked the Veterans in the room for their service in honor of Veterans Day.

Colonel Francis provided an overview and history of veterans on FSU's campus and noted that they are celebrating their 75th anniversary. He discussed the student veteran's alliance, which began during President Eric Barron's tenure. Colonel Francis gave an overview of the center's organizational structure, gave an overview of the common challenges veteran students face, and expressed his gratitude to the President and the Board for their support of veterans.

Trustee Weatherford and Trustee Sargeant thanked Colonel Francis for his work.

B. Faculty Senate Steering Committee

Dr. Roxanne Hughes, Vice-Chair, Faculty Senate Steering Committee

Dr. Roxanne Hughes thanked the veterans in the room, the Board, and the President for the opportunity to speak.

Dr. Hughes expressed the faculty's commitment to the mission of the university.

Dr. Hughes highlighted recent awards that faculty members have received, including the following:

- Dr. Yolanda Rankin from the School of Communication and Information received the largest NSF career grant in FSU history, \$1.5 million.
- Dr. Allison Wing from the Department of Earth, Ocean, and Atmospheric Science has been named the recipient of the Clarence Leroy Messinger Award.
- Dr. Brad Schmidt from Psychology received the 2023 Elizabeth Hurlock Beckham Award after being nominated by Dr. Julia Buckner, a former student.
- Drs. Jeffrey James and Tim Baghurst from the College of Education, Health, and Human Sciences were named National Academy of Kinesiology fellows this month. It is one of the most prestigious awards in the field.
- Dr. Gary VanLandingham from the Askew School of Public Administration and Policy was elected fellow to the National Academy of Public Administration.
- The MagLab's Chief Scientist, Dr. Laura Greene, has been named the 2024 recipient of the Hans Christian Oersted Medal.

Dr. Hughes gave updates on the post-tenure review process. FSU has 46 faculty in their fifth year since their promotion to full professor. FSU has also had 89 faculty members volunteer in this process, showing commitment to FSU and obligations to the state. She noted that many faculty are fearful of what this process will look like in the next five years and gave a rationalization as to why.

C. Student Government Association

Trustee Jack Hitchcock, Student Body President

Trustee Jack Hitchcock, Student Body President, shared that his Vice President stepped down two months ago, and now there is a new Student Body Vice President, Rodney Wells.

Trustee Hitchcock announced that the FSU Student Government has been approved to host the ACC advocacy day convention.

He mentioned that the student government has started to renew the paint of the arrows on the sidewalk pointing towards the stadium for the Miami game.

Trustee Hitchcock noted that SGA had approved their version of carryforward spending, including over \$140,000 to campus recreation and the union and additional money to fund over 12 different departments seeking additional student support. There were many projects in the past that contributed to the overall well-being of the campus.

Trustee Hitchcock noted that SGA stands in strong support of Jewish students and reported that the Shabbat event hosted by the Jewish Student Union saved over 200 seats to represent each of the hostages taken by Hamas.

D. Athletics Update

Mr. Michael Alford, Vice President and Director of Athletics

Chair Collins introduced Mr. Michael Alford, Vice President and Director of Athletics.

Vice President Alford began his report by giving an update on the Booster and Annual funds. He highlighted that Stephen Ponder and Darryl Beach had exceeded goals, collecting over \$20 million, achieving drive percentage, and upgrading members' goals. They have welcomed over 4,000 new members to the annual fund. He noted that the Seminole Booster organization contributes about 38% of athletics' annual operating budget.

Vice President Alford continued by giving an update on the Bowden Society, which now has 341 members with total pledges of \$63.4 million. He noted that \$32.2 million in payments is even more impressive and emphasized the positive impact on student-athlete facilities and resources.

Vice President Alford gave an update on fundraising. FSU Athletics has raised \$53 million in revenue for 2023, showcasing continuous growth. He highlighted specific programs, such as golf and softball, contributing to \$17.8 million over the last few years.

Vice President Alford gave an update on construction. The Dunlap Football Center East Annex Building is close to completion, and construction on the west side is to begin on November 20th. As for the Doak Campbell renovation, demolition of the west stands is set to commence on December 6th. He noted the impact on various areas due to construction activities.

Vice President Alford recapped Seminole Heritage Week and noted that FSU successfully showcased the relationship with the Seminole Tribe of Florida using the color turquoise to drive education and messaging. Some royalties will support the new Native American and Indigenous Study Center at FSU.

Board members had the opportunity to ask questions and provide comments following Vice President Alford's report.

Chair Collins noted that there may be complaints regarding the new stadium project in eight or nine months. Vice President Alford mentioned they are doing their best to educate about the project and answer all questions.

Vice President Alford announced that Gabrielle Reece will chair a fundraising campaign for the women's athletics programs.

Vice President Alford noted 40 appointments for the preview center for the stadium updates this weekend.

Trustee Weatherford requested that future meetings be updated on happenings in Congress surrounding revenue sharing. Vice President Alford said he would report his next BOT meeting presentation. Vice President Alford acknowledged the proactive stance of student-athletes against potential legislative changes affecting college sports, with students actively reaching out to leaders in DC and the NCAA. President McCullough and Vice President Alford noted that they would share further information on happenings in Congress with the Board.

E. Legislative Affairs ¹

Mr. Clay Ingram, Chief Legislative Affairs Officer

Mr. Josh Duncan, Director of Federal Relations

Mr. Clay Ingram began his report by acknowledging the upcoming 2024 legislative session. He mentioned the progress made during committee weeks and highlighted the recent special session that occupied the legislative bandwidth.

He discussed the committee weeks in September and October, emphasizing the designation of future presiding officers in the House and Senate. House Speaker-designate Danny Perez and Senate President-designate Ben Albritton were designated in their respective chambers. He provided background on Senate President Albritton's

¹ This FSU Board of Trustees meeting was interrupted by shouting by the Students for a Democratic Society during Mr. Clay Ingram's Legislative Affairs Report. Police escorted the disruptive group out of the room but a short break in the meeting was necessary to restore order.

legislative experience, and Speaker appoint Perez's achievements, noting that he is also an FSU alumnus.

Mr. Ingram highlighted the significance of FSU's INSPIRE proposal, linking it to the economic diversification efforts in response to the Deep Horizon oil spill and Hurricane Michael. He emphasized the potential impact of INSPIRE on job creation and economic growth in the Panhandle. He acknowledged the hard work of various individuals involved in the proposal, including Trustee Gonzalez and President McCullough.

Mr. Ingram informed everyone about an event they hosted at FSU Primary Health to promote the Florida Reimbursement for Medical Education (FRAME) program, designed to encourage medical professionals to serve and practice in underserved locations around the state. He emphasized the expertise of the FSU College of Medicine in addressing the needs of underserved communities. Mr. Ingram noted that the Lieutenant Governor and the Surgeon General attended this event. He acknowledged the roles of Dr. Littles, Provost Clark, President McCullough, and the University Relations team for making the event a success.

Mr. Ingram shared success from the previous year's internship pilot program, with 8 out of 18 students now employed at the capital. He expressed gratitude for the support received, particularly from Trustee de las Cuevas-Diaz. He introduced the current year's program, highlighting the achievements of the 23 selected students.

Mr. Ingram recognized President McCullough's expertise in federal grant processes and acknowledged Trustee Roth's contribution to federal advocacy efforts.

Mr. Ingram introduced Mr. Josh Duncan, a full-time FSU representative in Washington, D.C., hired to enhance federal research funding.

Mr. Duncan provided an overview of his role, focusing on engaging FSU alums in D.C. for advocacy. He discussed collaboration with outside lobbying firms and targeting areas for growth. Mr. Duncan emphasized the role of alums in D.C., citing 110 alums working in the House and Senate and 215 in agencies and the White House. He shared ongoing efforts to place interns on the hill, facilitating connections between FSU students and Congressional offices.

Mr. Duncan explained the focus on securing federal funds for key areas, including Healthy Florida, Advanced Materials, and the INSPIRE program in Panama City. He provided updates on the current legislative landscape, including the challenges and uncertainties in the appropriations process. He discussed ongoing preparations for fiscal year 2025, involving collaboration with outside lobbying firms and engagement with researchers and deans.

Board members, including Trustee Roth and others, praised Josh Duncan's comprehensive presentation, and expressed appreciation for the progress made in federal advocacy.

F. University Advancement Committee

Trustee John Thiel, Chair

Ms. Marla Vickers, Vice President for University Advancement and President, FSU Foundation, Inc.

Action Item I: Request for Approval: Honorary Naming - FSU PrimaryHealth Building

Chair Collins welcomed Trustee Thiel to introduce the action item. Trustee Thiel noted the overview of the action item given at the Advancement committee meeting earlier that day, which all Trustees who were present were a part of; if it passes, it's contingent on a background check.

Trustee Alvarez moved to approve the Honorary Naming - FSU PrimaryHealth Building. Trustee Weatherford seconded the motion, and it was approved unanimously by all present at the meeting.

G. Academic Affairs Committee

Dr. James Clark, Provost, and Executive Vice President for Academic Affairs

Action Item I: Request for Approval: FSU Institutes and Centers Annual Report for Fiscal Year 2022-2023

Trustee Roth welcomed Provost Clark to introduce the action item. Chair Collins asked for a motion to approve.

Trustee Thiel moved to approve the FSU Institutes and Centers Annual Report for Fiscal Year 2022-2023. Trustee Birmingham seconded the motion, and it was approved unanimously by all present at the meeting.

VII. CHAIR'S REPORT

Mr. Peter Collins, Chair

Chair Collins thanked the Board for their engagement and the staff for their time preparing for the meeting. He announced upcoming dates.

He thanked everyone for attending and ended the meeting.

VIII. OPEN FORUM FOR BOARD OF TRUSTEES

There was no further discussion.

IX. ADJOURNMENT

Chair Collins adjourned the meeting at 3:34 p.m.



FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

MEETING MINUTES

December 22, 2023



FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

Meeting Minutes (DRAFT)

Friday, December 22, 2023

10:00 a.m.

Virtual Meeting via ZOOM*

** This meeting was convened with expedited notice in accordance with Sections 201(e) and 202(c) of the Board of Trustees Operating Procedures.*

Attended via Zoom: Max Alvarez, Kathryn Ballard, Bridgett Birmingham, Peter Collins, Vivian de las Cuevas-Diaz, Jack Hitchcock, Jorge Gonzalez, Jim Henderson, Justin Roth, Deborah Sargeant, Bob Sasser, John Thiel, and Drew Weatherford.

I. CALL TO ORDER AND WELCOME

Mr. Peter Collins, Chair

Chair Collins welcomed everyone and called the meeting to order at 10:02 a.m.

Heather Mayo called the roll and confirmed a quorum.

II. PUBLIC COMMENTS

There were no public comments.

Chair Collins read the Ethics Conduct Policy.

III. NEW BUSINESS, INFORMATIONAL UPDATES, AND ACTION ITEMS

- Legal matters related to Department of Intercollegiate Athletics
Chairman Collins, President McCullough, and others

Chair Collins began his report by thanking everyone for meeting to discuss an issue of great importance to Florida State University and Florida State University Athletics. He noted the Trustees responsibility as fiduciaries of the university.

Chair Collins continued his report by noting FSU's 30-plus-year affiliation with the Atlantic Coast Conference in Athletics.

Chair Collins noted that Vice President and General Counsel Egan and FSU's outside attorneys have been reviewing the Grant of Rights and other ACC ESPN related documents for well over a year.

Chair Collins noted that all Trustees received the final version of the legal complaint being presented at the meeting.

Chair Collins welcomed Mr. David Ashburn, managing shareholder of the Tallahassee office of Greenberg Traurig. Chair Collins commented that Mr. Ashburn would go through the main points and individual counts of the complaint.

Mr. David Ashburn gave an overview of the complaint and its details. At the end of his overview, Mr. Ashburn noted that his firm was prepared to file the report if the Board authorized them to do so.

Chair Collins thanked Mr. Ashburn and welcomed President Richard McCullough to offer comments.

President McCullough thanked the Board for assembling on short notice and wanted to assure the Board that he fully supported their decision if they decided to take legal action. President McCullough commented that FSU has been working on this for a long time and making this consideration. He offered up further comments.

Chair Collins thanked President McCullough and welcomed Vice President and Director of Athletics, Mr. Michael Alford to offer up comments.

Vice President Alford thanked Chair Collins and President McCullough. He also thanked Mr. Ashburn for his presentation. Vice President Alford made further comments.

Chair Collins thanked Vice President Alford and opened the meeting to questions from the Trustees.

Trustee Weatherford, Trustee de las Cuevas-Diaz, and Trustee Thiel all asked individual questions. Vice President and General Counsel Egan and Mr. David Ashburn answered their questions.

Trustee de las Cuevas-Diaz offered up additional comments.

Vice President Egan thanked the Board for their time.

Chair Collins asked for a motion to approve the initiation of the seven count FSU versus ACC lawsuit as explained by Mr. David Ashburn. Trustee de las Cuevas-Diaz motioned to approve. Trustee Thiel seconded the motion, and the motion was approved unanimously by all present at the meeting.

Chair Collins asked for Mr. Ashburn to move forward with filing the lawsuit.

Chair Collins thanked the Board, President McCullough, and Vice President Alford.

IV. **OPEN FORUM FOR BOARD OF TRUSTEES**

Mr. Peter Collins, Chair

Chair Collins opened the meeting up for open discussion. Trustee Weatherford offered further comments.

V. **ADJOURNMENT**

Chair Collins adjourned the meeting at 10:52 a.m.

DRAFT



FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

MEETING MINUTES

January 24, 2024



FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

MEETING MINUTES (DRAFT)

January 24, 2024

9:00 AM

Virtual Meeting via Zoom

Attended via Zoom: *Max Alvarez, Kathryn Ballard, Bridgett Birmingham, Peter Collins, Vivian de las Cuevas-Diaz, Jack Hitchcock, Jorge Gonzalez, Jim Henderson, Justin Roth, Deborah Sargeant, Bob Sasser, John Thiel, and Drew Weatherford.*

Absent: *None.*

I. Call to Order and Welcome

Mr. Peter Collins, Chair

Chair Collins welcomed everyone and called the meeting to order at 9:00 AM.

Heather Mayo called the roll and confirmed a quorum.

II. PUBLIC COMMENTS

There were no public comments.

Chair Collins read the Ethics Conduct Policy.

III. NEW BUSINESS AND UPDATES

Chairman Collins welcomed Senior Vice President of Finance and Administration, Mr. Kyle Clark.

Senior Vice President Clark provided the Board with an outline of the request for approval of an internal loan. His presentation included an overview of BOG Regulation 9.013(3), the specifics of the request, uses and procedures.

As per the Board of Governors Regulation 9.013, prior to final execution the University will certify:

- Sources, uses, and benefits of the funds.
- Verification that the auxiliaries have sufficient revenue.
- Assurance that such transfer does not violate any bond covenants.
- Provide a report to the Board of Trustees.

Chair Collins asked for a motion to approve the request for approval of an internal bank loan, which included the following elements.

Request for Approval: Internal Bank Loan

- Authorize the University to loan available auxiliary funds to Athletics, in compliance with BOG Regulation 9.013.
- Provide a report regarding any loan to the Board of Trustees prior to execution and on an annual basis.
- Authorize the University President to approve the final transaction, including the loan amount and terms, in compliance with BOG Regulation 9.013.

Trustee de las Cuevas-Diaz motioned to approve the internal bank loan. Trustee Thiel seconded the motion, and the motion was unanimously approved by all present on the call.

IV. OPEN FORUM FOR BOARD OF TRUSTEES

Mr. Peter Collins, Chair

Chair Collins opened the meeting to any further discussion. There were no comments.

V. ADJOURNMENT

Chair Collins thanked the staff and Board for their time in preparation of the call. He also noted the upcoming Trustees meeting in Tallahassee, January 31 – February 1, 2024.

Chair Collins adjourned the meeting at 9:12 a.m.



FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

CONSENT ITEM A



FLORIDA STATE UNIVERSITY
OFFICE OF THE PROVOST

TO: President Richard McCullough

FROM: Provost James Clark

DATE: January 22, 2023

SUBJECT: Federal Charter Schools Grant for The Collegiate School at FSU Panama City
Request for Approval

Florida Statute Section 1002.32 provides for a university laboratory school in an area with one or more military bases and where a university offers education programs. Florida State University received a \$7.6 million grant from Triumph Gulf Coast to open a secondary school in Bay County, with priority given to students of military dependents. On February 24, 2023, the Board of Trustees of Florida State University approved creation of The Collegiate School (TCS) at Florida State University Panama City.

Florida Statutes provides that laboratory schools can become charter schools. The Federal Charter Schools Grant, which the Florida Department of Education administers, is expected to open in March 2024. The grant awards up to \$500,000. TCS School Board desires to apply for a Federal Charter Schools Grant. To apply for a Federal Charter Schools Grant, the sponsoring body (FSU Board of Trustees) must approve an FLDOE Charter School Application.

The TCS Board of Trustees has previously reviewed and approved the charter application which is contained in the agenda materials. The TCS Board of Trustees now requests that the FSU Board of Trustees approve this charter application to allow it to apply for the Federal Charter Grant funds.

The TCS Board of Trustees has previously reviewed and approved the charter application which is contained in the agenda materials. The TCS Board of Trustees now requests that the FSU Board of Trustees approve this charter application for Federal Charter Grant funds.

**MODEL FLORIDA CHARTER SCHOOL
APPLICATION**

The Collegiate School at FSU Panama City

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APPLICATION COVER SHEET

NAME OF PROPOSED CHARTER SCHOOL:

The Collegiate School at FSU Panama City

NAME OF NON-PROFIT ORGANIZATION/MUNICIPALITY UNDER WHICH CHARTER WILL BE ORGANIZED OR OPERATED:

Florida State University Panama City Developmental Laboratory Chart School Inc

If a non-profit organization, has it been incorporated with Florida’s Secretary of State? yes

Provide the name of the person who will serve as **the primary contact** for this Application. **The primary contact** should serve as the contact for follow-up, interviews, and notices regarding this Application.

NAME OF CONTACT PERSON:

Debbi Whitaker

TITLE/RELATIONSHIP TO NON-PROFIT:

Director, The Collegiate School

MAILING ADDRESS:

2440 St. Andrews Boulevard, Panama City, Florida, 32405

PRIMARY TELEPHONE: 850.770.2900

E-MAIL ADDRESS: tcs@fsu.edu

Names, roles, and current employment of all persons on applicant group, i.e., anyone with a role in drafting the substantive content of this application or expected to have a significant role with the school, including any consultants or employees of an Education Service Provider. Add lines as necessary.

Full Name	Job Title & Employer	Role at Proposed School
Damon Andrew	Dean, FSU College of Education, Health, and Human Science	FSU Bay Superintendent
Randy Hanna	Dean, FSU Panama City	FSU PC Dean
Elizabeth Crowe	Assistant Dean, Florida State University	Advisor
Gillian Gregory	Program Director, Florida State University, College of Educator	FSU Bay Board Member

Projected Date of School Opening (Month/Year):

August 2023

Do any of the following describe your organization, or the school proposed in this application?

Seeks approval to convert an already existing public school to charter status. (*Applicant must attach as Attachment A evidence of compliance with the voting requirements set forth in section 1002.33(3)(b), F.S.*)

Will be a charter school-in-the-workplace pursuant to section 1002.33(15), F.S.

Will be a charter school-in-a-municipality pursuant to section 1002.33(15), F.S.

Will be a charter school in a development pursuant to section 1002.33(10)(e)7., F.S.

Will contract or partner with an Education Service Provider (ESP).

Seeks approval to replicate an existing school model.

Seeks approval to replicate an existing High Performing Charter school model pursuant to section 1002.331, F.S. (*Applicant must complete Addendum A1.*)

Does the applicant group have one or more charter school applications under consideration by any other authorizer(s) in the United States or intend to apply for one or more charter school applications to open in the upcoming school year other than the one presented here?

Yes No *If yes, complete the table below (add lines as necessary).*

State	Authorizer	Proposed School Name	Application Due Date	Decision Date

Does this applicant group have approved applications for schools or campuses scheduled to open in the United States in the future? Yes No *If yes, complete the table below (add lines as necessary).*

Planned School Name	Authorizer	City, State	Opening Date

Does this applicant group operate schools or campuses in Florida or elsewhere in the United States? Yes No

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is authorized to serve as the primary contact for this application on behalf of the applicant.

Signature

Title

Printed Name

Date

EXECUTIVE SUMMARY

The Collegiate School at Florida State University Panama City is a developmental research laboratory charter school under the authorization of the College of Education, Health, and Human Sciences at Florida State University. The Collegiate School offers a collegiate high school experience, serving families and students residing in the Florida panhandle with particular consideration for the needs of military dependents.

The Collegiate School aims to immerse secondary students in a collegiate environment where career paths are explored, accelerated credits are earned, and students are prepared for a seamless entry into post-secondary study and the workforce. In grades 9 and 10, students complete a traditional high school curriculum with career-themed courses leading to industry certifications alongside dual enrollment coursework. Students in grades 11 and 12 dual enroll on the FSU Panama City campus, if eligible, to earn high school and college credits simultaneously. Students at all grade levels participate in integrated academic seminars and carefully planned coursework to encourage them to reflect, integrate, synthesize, and apply academic principles to career development and life-long learning.

I. EDUCATIONAL PLAN

Section 1: Mission, Guiding Principles and Purpose

- A. Provide the mission and vision statements for the proposed charter school. The mission is a statement of the fundamental purpose of the school, describing why it exists. The vision statement outlines how the school will operate and what it will achieve in the long term. The mission and vision statement provide the foundation for the entire proposal, and taken together, should illustrate what success looks like.**

Mission and Vision of The Collegiate School

The mission of The Collegiate School at Florida State University Panama City is to provide rigorous academic studies and career development opportunities for students who aspire to meet the ever-changing and complex workplace demands of the 21st century. Resources and expertise available through Florida State University and the local community will prepare students to thrive in the competitive global market as they identify and pursue career goals through academic and career training.

Guiding Principles of The Collegiate School

The Collegiate School believes that:

- Students should develop the capacity to think critically, solve problems, and communicate effectively through a mastery of academic courses, job skill training, digital training, and life skills development.
- Schools must recognize and use innovative learning methods to teach the skills needed by citizens in the 21ST Century so that graduates are prepared to function effectively in the ever-changing global society.
- When given the challenge, opportunity, and support, high school-age students will work to succeed at the college level, thus improving learning and academic achievement for all students.
- High school students benefit from the opportunity to enter a high-wage technical career upon graduation.
- Students should prepare for further education and work through elective academic and technical courses.
- Students should learn about themselves, their heritage, and the interdependent world through academic courses.
- Students should learn to fulfill their civic obligations through school and community service.
- A variety of teaching methods are needed to meet the diverse needs of all students. Research-based differential instruction is expected to guide the current and future structure of the school in meeting students' academic needs.

B. Provide the page number(s) of the material within this application that describes how the proposed school will utilize the guiding principles found in section 1002.33(2)(a), F.S.

Guiding Principles	Page Number
Meet High Standards of Student Achievement	Pages 12-28
Provide Parents with Sufficient Information about Student	Pages 27-31
Improve Student Learning and Academic Achievement	Pages 22-37
Increase Learning Opportunities for All Students	Pages 22-37
Innovative Methods	Pages 12-37
Measurement of Learning Outcomes	Pages 22-28

Section 2: Target Population and Student Body

A. Describe the anticipated student population to be served and how that aligns with the school’s mission. Applicants should state if they will give enrollment preference or limit the enrollment process, as allowed by law, to certain student populations defined in section 1002.33(10)(d) & (e), F.S.2 If the applicant intends to have enrollment preferences they should be described in Section 14 of the application.

Anticipated Student Population

The Collegiate School serves and prioritizes military dependents and families in grades 9-12. Civilian students may also apply to attend The Collegiate School.

Enrollment Preference and General Lottery

Military families (based on their status as active duty, retired, reserves, or civilian working on a military installation) are prioritized for admission. For civilians, The Collegiate School will advertise an application window each year, followed by a lottery if demand exceeds available capacity. After the application window has closed, a waitlist application is available.

Admission Criteria

Given the school's mission, students must meet and maintain specific academic standards to enroll at The Collegiate School. A summary of The Collegiate School Admission Policy can be found in Section 14.

B. If a facility has not been identified in Section 16 of this application, state the geographic area which the applicant intends to serve.

The Collegiate School resides within an identified facility. See Attachment V.

C. Provide enrollment projections in the table below for each year of proposed operation. These projections are not enrollment caps. The governing board will make Annual capacity determinations in conjunction with the sponsor per section 1002.33(10), F.S.

Table 1

Enrollment Schedule	2023-2024	2024-2025	2025-2026	2026-2027
9 th Grade	100-125	100-125	100-125	100-125
10 th Grade		100-125	100-125	100-125
11 th Grade			100-125	100-125
12 th Grade				100-125
Total Enrollment	125	250	375	500

D. Provide a brief explanation of how the enrollment projections were developed. Briefly explain the rationale for the number of students and grade levels served in year one and the basis for the growth plan in subsequent years, as illustrated in the table above.

Rationale for The Collegiate School

Various factors prompted community interest in a collegiate high school to serve Bay County families, including revitalizing a struggling community post-Hurricane Michael, expanding educational opportunities for high school students, and increasing the local post-secondary attainment rate.

Rationale 1: Support Military Families in the Tyndall Rebuild Post Hurricane Michael

Tyndall AFB in Panama City is being rebuilt to become a “Base of the Future” following the destruction of Hurricane Michael. These efforts will bring many families and students to Bay County (Table 2). Based on Bay District Enrollment data, area high schools are at or nearing capacity (Table 3). The projected enrollment of The Collegiate School, as outlined in Table 1, will serve as a valuable resource to extend the quality of education available to students of Bay and surrounding counties.

Table 2

Total Enrollment Estimates in Bay County, Three-Squadron F-35A			
School Year	Estimated Enrollment Before Tyndall AFB Rebuild	Incoming Students	Estimated Enrollment During and After Tyndall Rebuild
2018	28,129	-	28,129
2019	23,927	-	23,927
2020	24,933	-	24,933
2021	25,949	-	25,949
2022	26,968	513	27,481
2023	27,508	512	28,505
2024	27,975	512	30,041
2025	28,395	512	32,089
2026	28,821	-	30,870
2027	29,253	-	31,302

(United States Air Force, 2020. p. 4-187)

Table 3

High Schools	Enrollment Count (2/14/2020)	Instructional Capacity	Percent of Board-Approved Capacity
Arnold High	1482	1730	86%
Bay High	1029	1421	72%
D. Bozeman HS	507	503	101%
Mosley High	1765	1800	98%
Rutherford 6-12	1416	1734	82%

(Agenda - Bay District School Board Meeting, 2020, February 25)

Rationale 2: Increase Post-Secondary Attainment Rate and Per Capita Income Level

In Bay and surrounding counties, per capita income levels fall below state averages, with Bay County ranked 25th and Gulf County ranked 53rd during the 2010 Census. The chart below shows data from the 2020 Census with Bay and Gulf Counties still below the state’s average per-capita income.

Panhandle Counties	Population	Median Household Income	Per Capita Income	Bachelor's degree or higher, percent of persons age 25+
Bay County	175,216	\$54,316	\$29,290	23.70%
Franklin County	12,451	\$46,643	\$26,574	18.80%
Gulf County	14,192	\$47,712	\$23,252	19.20%
Okaloosa County	211,668	\$63,412	\$33,019	31.10%
Wakulla County	33,764	\$61,410	\$25,733	18.30%
Walton County	75,305	\$58,093	\$34,475	28.50%
Florida	21,781,128	\$55,660	\$31,619	29.90%

<https://www.census.gov/quickfacts/fact/table/>

In addition, these counties show lower-than-average rates of earned post-secondary credentials. The chart above shows that only 23.7% of individuals in Bay County and 19.2% in Gulf County (age 25 and up) hold a bachelor's degree (or higher), while the State’s average is 29.9%. Furthermore, the attainment of associate degrees (or higher) for residents aged 25-64 has consistently ranked below the State’s average for Bay County, Gulf County, and other surrounding counties.

Rationale 3: Address Local Concerns

To address these local community and workforce needs, The Collegiate School aims to seed interest in high-wage, high-demand fields early and provide the necessary support for students

to earn dual credits toward post-secondary credentials while in high school. By design, the proposed school provides a transformational “fast-track” to develop a skilled workforce while saving families thousands of dollars in college tuition and fees. Thus, graduates will be prepared to enter the regional workforce sooner and have a higher earning potential upon workforce entry.

Section 3: Educational Program Design

A. Describe the proposed charter school's educational program.

The Collegiate School's Educational Program

The Collegiate School aims to immerse high school students in a collegiate environment in preparation for a seamless entry into post-secondary study and the workforce. In grades 9 and 10, students will complete a traditional high school curriculum with dual enrollment opportunities and career-themed courses leading to industry certifications. Students in grades 11 and 12 will primarily dual enroll for the majority of their courses on the FSU Panama City campus and earn high school and college credits simultaneously.

Dual enrollment serves as a vehicle for high school students in Florida to engage in challenging courses that can accelerate college completion, save a student and their families thousands of dollars in tuition and fees, and expedite entry into the workforce. Students can complete the equivalent of the first two years of study while enrolled in The Collegiate School, thus preparing them to begin post-secondary studies as juniors. While dual enrollment opportunities are currently available to students in Bay County, scheduling, transportation, and lack of structure often prevent students from maximizing the opportunity.

Juniors and Seniors, regardless of whether in dual enrollment or traditional classes, will continue to study advanced topics in engineering, computer science, cybersecurity, and health sciences, among others, and will work with FSU Panama City Faculty to complete a capstone project in their senior year. The capstone project will culminate by demonstrating acquired research and workforce entry skills (e.g., communication skills and digital prowess). Students at all grade levels will participate in integrated academic seminars constructed to encourage them to reflect, integrate, synthesize, and apply academic principles to career development and life-long learning.

Students at The Collegiate School will also participate in career and technical education courses leading to industry certifications. These skills and qualifications will prepare students for high-wage jobs, experiential learning opportunities, and career exploration.

B. Describe the primary learning environment (e.g., classroom-based, independent study, blended learning), including the rationale for class size and structure and how the learning environment supports and is consistent with the mission.

The Collegiate School Learning Environment

While the primary purpose of school is students' academic development in a rigorous academic environment, the school's overall climate is a factor in adolescents' mental health, safety, civic

engagement, and social development. The Collegiate High School aims to create a climate where students can thrive mentally, emotionally, socially, and academically.

Individualized Advising and Mentorship

Students at The Collegiate School are supported with guidance, advising, and counseling services to operationalize their college and career choices. These services and support include individualized academic plans to be determined with parents and students providing inventories to students to assess early goals, interests, and aspirations.

Learning Environment and Strategy

A variety of learning methods designed to acknowledge and accommodate the varied learning needs of the students are delivered primarily within a classroom setting but expanding the traditional classroom delivery of content to include laboratories, project-based learning (PBL), student-led conferences, peer reviews of work, digital portfolios, collaborative projects, differentiated learning strategies, and other learning methods as may be deemed appropriate to promote critical thinking skills, attributes, and behaviors leading to student understanding of the various disciplines at each level of engagement.

Class Size and Scheduling

Class sizes at The Collegiate School are below or at state guidelines for high school classes. Block scheduling and modified block scheduling facilitate the inclusion of dual enrollment classes within the high school schedule and prepare students for post-secondary learning experiences.

Leadership and Research

Students participate in coursework each year to facilitate their growth as independent learners. These courses include leadership techniques, study skills, communication strategies, and career planning.

C. Describe the research base used to design the educational program.

The Collegiate School's Research-Based Educational Programming

For over one hundred years, FSU has sponsored Florida State University Schools (FSUS), a K-12 Developmental Research Charter School in Leon County, Florida. FSUS partners with FSU's College of Education to provide an educational center where teachers may observe and participate in best practices and where academic research findings can benefit the region, state, and nation – a partnership that will be replicated at the proposed school in Bay County.

In addition to looking inward for models of excellence and best practices, FSU leaders also visited and studied other high-performing charter schools in the Northwest Florida region, specifically those that utilize a dual enrollment curriculum model.

These schools have each consistently received A and A+ state ratings, earned high-performing status, and have received national recognition for their performance. The Collegiate School is committed to continuing to research and replicate best practices from both internal and external viable sources. The long-standing history of successful models in the state demonstrates the viability of the proposed school.

Early College/Dual Enrollment

Early college programs have been shown to increase post-secondary enrollment rates (Chen, 2016), better grade point averages (Young et al., 2013), more robust high school graduation rates (Bowers, 2016; Hughes, 2012; Karp & Hughes, 2008; Lewis & Overman, 2008; O’Keefe et al., 2010), more postsecondary degree attainment (Adelman, 1999; Goldrick-Rab & Rakso, 2008; Young et al., 2013), and decreased time-to-degree completion (Burns, et al., 2018).

Within Florida, several successful Collegiate High School models with access to dual enrollment already exist. Some high-performing schools have been in operation for decades, many have consistently ranked among the top high schools in Florida, and others have been recognized as National Blue Ribbon Schools. Furthermore, numerous students graduated from those Collegiate schools with up to 60 dual enrollment credits (already with an AA at graduation), saving their families thousands of dollars. Given the numerous positive benefits of early college access, The Collegiate High School provides dual enrollment opportunities for students with access to specialized support services, including Integrated Academic Seminars, dedicated, on-campus high school guidance counselors, unique technical services tailored for high school students, and attention that a small school culture affords.

Career and Technical Education

Career and Technical Education (CTE) combines personalized learning strategies, academics, and career-based instruction to enhance the rigor and relevance of high school curricula (Kemple & Snipes, 2000). They have been a popular topic of public education reform for over 50 years and have been cited as critical assets for attracting new industries to a region (Northwest et al., 2017). Research has overwhelmingly shown that career academies improve student outcomes during and after high school (Stern et al., 2010). More specifically, career academies have been found to improve outcomes for students at risk of dropping out, increase the likelihood of on-time graduation, enhance personal support from teachers, and decrease drop-out rates (Kemple & Snipes). Career and technical education are a “time-tested model for improving academic achievement and readying students for college and career” (Brand, 2009). Given the success of career academies and career and technical education and the availability of funding for industry certifications through the CAPE Act in the State of Florida, the proposed Collegiate High School would have career academies available for students to enhance their college and career readiness upon graduation. CTE programs allow the school to link the workforce curricula and faculty mentors available at the University to industrial resources and opportunities within the

local community to enhance education, on-site local internships, and immediate prospects for jobs post-graduation.

D. Provide a sample daily schedule and school annual calendar, including the annual number of days and hours of instructional time as Attachment B. (Note: If approved, the Governing Board will formally adopt a yearly calendar)

See Attachment B

E. Explain how the school's services to the target population support the attainment of the state-adopted standards, as required by section 1002.33, F.S.

The Collegiate School curricula will encompass the skills and content outlined in FS 1003.4282(3) (a) through (g). By conforming to the course content and numbering specified in the Florida State Course Code Directory, the courses offered for high school credit will include the Sunshine State Standards for core curriculum. The Collegiate High School core curriculum will adhere to Florida Statutes requirements. 1002.33(66)(a)(2); s.1002.33(6)(a)(4); s. 1002.33(7)(a)(2); and a, 1002.33(7)(a)(4). The courses will comply with Florida Course Code Directory descriptions for high school courses.

Section 4: Curriculum and Instructional Design

A. Describe the school’s curriculum in the core academic areas, illustrating how it will prepare students to achieve Florida standards. Describe the primary instructional strategies the school expects teachers to use and why they are appropriate for the anticipated student population. Describe the methods and systems teachers will have for providing differentiated instruction to meet the needs of all students, including how students who enter the school below grade level will be engaged in and benefit from the curriculum and the formalized multi-tiered level of supports that will be provided to students who are performing below grade level.

Core Academic Program Model

The Collegiate School’s curriculum includes Pre-Collegiate and Collegiate coursework, leading to the standard Florida High School diploma to meet 24 credits for graduation from high school. Courses (for example, honors and AP) are offered along with courses to build student success, such as Research and Leadership electives. Students who meet eligibility criteria may complete many high school graduation requirements via dual enrollment coursework. Additional support for students working towards collegiate opportunities and eligibility is offered, including tutoring, individualized assistance to promote academic success and career counseling.

Instructional Strategies

Teachers and instructional specialists at The Collegiate School utilize an evidence-based curriculum in a collegiate studies framework to prepare students for post-secondary success and career readiness. Technology is integrated into each class with expectations that students will use the same learning management system also utilized by FSU in preparation for coursework on the university campus. Teachers can access the FSU faculty's expertise and community resources to facilitate academic instruction that aligns with Florida standards through career preparation and readiness for post-secondary success.

Needs of the Anticipated Student Population

Families of students in Bay and surrounding counties have per capita income levels below the state’s average. Few of these students from low-income families enroll in and complete college, which is a significant driver of the program's design. Further, recent comparisons of public education offerings for families in Bay and surrounding counties based at Tyndall AFB revealed ranking at or below the 33rd percentile based on the quality-based measures they used. (Department of the Air Force, 2019). Given these data, there is a need to address those quality measures by adding the proposed, high-quality collegiate school to the offerings in this area.

Differentiated Support

The Collegiate School will begin each year by reviewing all students' prior assessment scores, grades, and curriculum evaluations to establish a strategic plan for addressing academic needs. These personalized plans for each student will be continuously monitored by faculty and counselors, shared with parents, and used by students as a basis for developing a digital portfolio and student-led conferences each year. As needed, students who require additional support to succeed while undertaking advanced academic coursework include tutoring and other types of individualized/small group instruction.

B. If the curriculum is fully developed, summarize curricular choices (e.g., textbooks) by core subject and the rationale for each. Attachment C includes a sample course scope and sequence for each core subject for each division (elementary, middle, and high school) the school would serve.

All curricula are selected from curriculum adoption choices with evidence of peer-reviewed evidence of effectiveness. Given the design of The Collegiate School as a laboratory research school, some curriculum materials and supplementary materials may be adopted or utilized for research. The Collegiate School faculty and staff have input on selecting the curriculum used at The Collegiate School and will be encouraged to provide ongoing feedback during implementation. A curriculum committee comprised of a board member, an administrator, and teaching faculty will make curriculum recommendations to the school and the school board.

The Collegiate School prioritizes critical thinking and reading comprehension skills as essential to collegiate preparation. Students engage in collegiate curriculum and are challenged to develop their skills in preparing for post-secondary expectations for language and communication.

C. If the school will adopt or develop additional academic standards beyond those mandated by the state, explain the types of standards (e.g., content areas, grade levels). Describe the adoption or development process. Select one grade level and subject area as an example and explain how these additional standards exceed required standards and contribute to meeting the school's mission.

Early Dual Enrollment

Beginning in ninth grade, students who qualify will participate in dual enrollment classes each semester that also count towards high school graduate requirements. Dual enrollment also allows students to develop independent learning skills by becoming familiar with study skills, technology, and the university environment.

Senior Capstone Project

One of the Collegiate High School's guiding principles calls for a culminating activity demonstrating content knowledge, academic skills, career expertise, and life skills. TCS recognizes and uses innovative learning methods to teach the skills needed by citizens in the 21ST Century so that graduates are prepared to function effectively in the ever-changing global society.

To accomplish this goal, the completion of a senior capstone project is incorporated into the graduation requirements of all students at The Collegiate School. It will be adopted as a graduation requirement in addition to the Florida Board of Education requirements outlined in F.S. 1002.4282. The Senior Capstone is the ultimate multifaceted task that documents the student's learning acquisitions of the total educational experience and, when completed successfully, demonstrates the student's ability to think critically, solve challenging problems, use media responsibly, validate teamwork, and demonstrate planning, goal setting, communication skills, and self-sufficiency. (edglossary.org, 2016, Capstone Project)

D. Describe the research base and foundation materials used or will be used to develop the curriculum.

In reviewing research projects from 2014 to 2020, the National Research Council (NRC) illuminated competencies needed for 21st-century success in education and the workplace. These skills require the development of “deeper learning,” defined as the “combination of a deeper understanding of core academic content, the ability to apply that understanding to novel problems and situations, and the development of a range of competencies, including people skills and self-management.” (American Institutes for Research, 2016-2020)

Deeper Learning Competencies

One of the advantages of developing a charter school within a community and in partnership with a university is the opportunity to design learning strategies around documented powerful practices and to take advantage of research as a bedrock of the development of the school. A review of the literature reveals consensus in the education research community that “deeper learning competencies” are needed to prepare students for the skills and knowledge required to prepare for future careers. Further, the concept of deeper learning will affect the way teachers prepare and collaborate.

“Deeper learning” refers to the understanding and use of complex content knowledge as it is applied to new contexts and situations. Curriculum, instruction, and assessment focused on deeper learning seek to support students' development of skills—such as collaboration, communication, and creative problem solving—required by life in the 21st century” (Learning Policy Institute). The Learning Policy Institute identifies numerous studies where schools focusing on deeper learning for their students demonstrate stronger more substantial, more vital

student achievement, graduation, college entrance, and college success. Reports suggest that low-income students, English language learners, and students of color reap marked benefits. The Learning Policy Institute suggests three specific components of more profound learning principles that define the concept of deeper learning:

- Curriculum must be designed to support a deeper understanding of content by focusing on inquiry and real-world problem solving rather than memorization of disconnected facts.
- Deeper learning schools engage in practices that encourage self-directed learning and provide internships that link schools to communities and workplaces to allow students other opportunities for career exploration.
- Class schedules, staffing designs, relationships with parents and communities, and the nature of learning experiences are reconfigured to optimize learning.

Further, drawing on interviews with experts and a research review, the Hewlett Foundation identified six interconnected dimensions of deeper learning. Combined with the domains identified by the NRC and the Learning Policy Institute, these provide a valuable framework for better understanding the concept of deeper learning. (American Institutes for Research, 2016-2020)

D. Describe proposed curriculum areas to be included other than the core academic areas.

Leadership

This course will provide an in-depth study of the leadership techniques of decision-making, problem-solving, meeting skills, communication, group conflict reduction, time and stress management, evaluation, team building, group dynamics, motivational strategy, data collection for project needs, evaluation of community organizations, purpose of local government, and the role of leadership in a democratic society.

The content includes, but not be limited to, the following:

- Development in areas such as self-esteem, goal setting, and character-building
- Enhanced leadership skills and the ability to function in both a group setting and the community
- Leadership skills
- Interpersonal skills
- Research skills
- Organization skills
- Creating a résumé
- Employment interview skills
- Conflict resolution

- Workplace ethics
- Workplace law
- Stress management
- Resilience and self-motivation
- Local government purposes
- Structures of community organizations

Research

This course is designed to develop critical thinking, learning, and problem-solving skills, enabling students to enhance their performance in both academic and non-academic areas. This course includes strategies for acquiring, storing, and retrieving information; time management and organizational skills; critical thinking operations and processes; strategies for oral and written communication; and problem-solving skills, including test-taking skills.

Career and Technical Education

The Collegiate School offers career and technical education courses culminating in industry certifications during each year of high school.

Digital Info Technology

These courses provide a basic overview of current business and information systems and trends and introduce students to fundamental skills required for today's industry and academic environments. Digital Information Technology includes exploring and using databases, the internet, social media, spreadsheets, presentation applications, personal information and email management, word processing and document manipulation, HTML, web page design, and integrating these programs using software that meets industry standards.

Computer Science

These courses in this program provide students with practical experiences in computer programming, algorithms, program design structure, logical thinking, development methodologies, essential programming techniques, implementation issues, and more.

Biomedical Science

These courses provide coherent and rigorous content aligned with challenging academic standards and relevant technical knowledge and skills needed to prepare for further education and careers in the Health Science career cluster, provide technical skill proficiency, and include competency-based applied learning that contributes to the academic knowledge, higher-order reasoning and problem-solving skills, work attitudes, general employability skills, technical skills, and occupation-specific skills, and knowledge of all aspects of the Health Science career cluster.

The content includes but is not limited to the study of human body systems, medicine, health, critical biological concepts, communication, transport of substances, locomotion, metabolic processes, defense, protection, research processes, engineering principles, and an introduction to bioinformatics. The program also includes designing and developing various medical interventions, including vascular stents, cochlear implants, and prosthetic limbs. In addition, students review the history of organ transplants and gene therapy and stay updated on innovative developments via current scientific literature.

Other Career and Technical Pathways will be implemented as The Collegiate School grows and expands to meet the needs of the local community and workforce.

Discuss the system and structures the school will implement for students at risk of meeting, failing to meet academic requirements, or dropping out.

Implementing recommended intervention strategies via Florida's Statewide MTSS/RTI Florida's Problem Solving/Response to Intervention Project, an efficient multi-tiered system of support to ensure student academic growth, includes a longitudinal tracking system (FOCUS) to more clearly identify students who are not meeting academic requirements; targeted school-wide study time (research and pull-out study groups) programs for use with individual and groups of students who are deemed at risk.

Students who need additional academic support to meet and exceed the expectations of Florida standards will have daily opportunities to participate in student support sessions with advisors and teachers for tutoring and advising.

Section 5: Student Performance

Performance Goals

- A. Describe the expected incoming baseline of student academic achievement of students who will enroll in the school. Based upon the expected incoming baseline performance, describe the school’s goals for intellectual growth and improvement that students are expected to show each year and the rationale for those goals. Describe how the school’s academic goals and objectives for improving student learning will be revised if the incoming baseline differs substantially from the expected baseline. Describe how success will be evaluated and the desired overall results to be attained through instruction.**

Students who attend The Collegiate School exhibit the ambition to prepare themselves for post-secondary studies and to ready themselves for success in career or workforce placement. Students must have and maintain high academic standards to be eligible for dual enrollment and career and technical education coursework throughout high school.

First-Generation College Students and Families

Given the mission and vision of The Collegiate School, a central focus of faculty and staff will be to assist students in career planning and course selection to ensure their readiness for post-secondary opportunities. While students elect to attend The Collegiate School with high ambition, particular emphasis will be paid to monitoring academic progress, study skills, and mental health of students pursuing and preparing for post-secondary eligibility for the first time in their family history. The school anticipates that these students will need a higher level of support and assistance to maintain their GPA, accept the challenge of advanced academics, and develop a positive self-concept as capable and eligible students who have the potential to reach their academic goals. Individualized advising, tutoring, and mentorship will be provided to all students and their families, with particular attention paid to military dependents and first-time college students.

Standard Accountability and Assessment Practices

Florida’s school accountability guidelines will serve as the minimum plan for school assessment at the Collegiate School. The school will follow the calendar established for administering grade-level assessments for English Language Arts, mathematics, and reading, as well as end-of-course tests in Biology, World History, Algebra I, and Geometry, as required for high school graduation.

As an initial standard for performance, the school will attend to the components upon which school grades are based: graduation rate, learning gains of each year’s cohort of students taking the Florida Statewide Assessments, dual enrollment completion of 60 credits, career

certifications, and the learning gains of the lowest quartile of FSA assessments. Specific criteria, e.g., graduation rate and college credit completion, will not be available until the fourth year when the original ninth graders matriculate to the twelfth grade. In the interim and to set a standard for expectations for the success of the school, the following goals are proposed:

State Mandated Tests

The Collegiate School will strive to improve test scores as measured by the state assessment program using baseline data to establish goals.

- A. Goal 1: 80 percent of students will demonstrate at or above-average math and ELA scores on state assessments.
- B. Goal 2: 80 percent of students will demonstrate learning gains on summative state assessments or other school-adopted outcome measures.

The Collegiate School aims to:

- Ensure that each student makes at least one year’s progress in one year,
- Ensure that students who enroll as pre-collegiate students achieve the knowledge and skills to qualify for dual enrollment in the junior year,
- Close the achievement gap for students who enter the school below grade level by providing instructional strategies, interventions, and support to achieve more than one year’s growth in one year and
- Earn a school grade of A each year in the state’s accountability system.

B. Describe any mission-specific educational goals and targets for the school not captured by state accountability requirements. State goals clearly regarding the measures or assessments the school plans to use.

The Collegiate School received a Triumph Gulf Coast grant that requires specific benchmarks for CTE (career and technical education), graduation, and dual enrollment accomplishments each year. These goals and benchmarks shape the instructional framework of The Collegiate School to prepare students for college and careers in high-demand fields. See Appendix U.

Placement and Progression

C. Describe the school’s student grade level and course placement procedures.

Admissions and Initial Placement Documentation

Before formally admitting a student into a Florida school for the first time, the school must have received the following documents as required by Florida Statutes:

- Evidence of date of birth (1003.22, Florida Statutes)—For acceptable alternates to birth certificates, please see 1003.21 Florida Statutes.

- Evidence of immunization against communicable disease (1003.22, Florida Statutes).
- Have academic credit that is acceptable under the rules of the School Board.
- The Principal/Director is responsible for the initial placement of all students new to the school.

In-State Transfer Documentation and Placement

Any student desiring to transfer to The Collegiate School from another in-state school MUST have substantial *proof of withdrawal from the sending school*.

- Transfer students shall be temporarily placed in a specific class or grade pending receipt of all required elements needed to make a placement decision.
- This temporary placement is according to the legal requirements outlined in s. 1003.21, F.S.
- If substantiating data from the previous school attended is not received after this reasonable amount of time and effort, the Principal/Director or designee will evaluate the student's competency in basic skills.
- The Collegiate School will conduct independent assessments of student skills for placement and academic advising in addition to information received from the sending school.

Grade Placement

Grade placement of students shall be made based on appropriate factors, including report cards, transfer data, academic and otherwise, national or state test information, and transcripts (subject to validation/interpretation, if deemed necessary).

- Transfer students shall be placed temporarily in a specific class or grade, pending receipt of all required academic information.
- Additionally, when a student transfers to The Collegiate School from an in-state or out-of-state public or nonpublic school, the student will be academically screened. The results of the screening will be shared with the parents.
- The Principal/Director shall have the final decision regarding student placement. 1002.3105, F.S.

Interstate Compact on Educational Opportunity for Military Children and Assistance to Transitioning Students from Military Families (§ 1003, Fla. Stat.)

The purpose of the Interstate Compact on Educational Opportunity for Military Children is to remove barriers to educational success imposed on children of military families because of frequent moves and deployment of their parents. This compact applies to the children of:

- Active-duty members of the uniformed services, including National Guard and Reserve members, on active-duty orders under § 1209 & § 1211, 10 U.S.C.
- Members of veterans of the uniformed services who are severely injured and medically discharged or retired for one year after medical discharge or retirement; and

- Members of the uniformed services who die on active duty or because of injuries sustained on active duty for one year after death. The compact does not apply to the children of:
- Inactive members of the National Guard and military reserves,
- Members of the uniformed services now retired,
- Veterans of the uniformed services,
- Other United States Department of Defense personnel, federal agency civilians, and contract employees not defined as active-duty members of the uniformed services.

A. State whether the applicant intends to use the local school district’s pupil progression plan. If not, explain the policies and standards for promoting students from one grade level to the next or provide the pupil progression plan as Attachment E.

FDOE recognizes the Collegiate School at FSU Panama City as school district 82, FSU Bay. The district has adopted a pupil progression plan for FSU Bay (see Attachment E).

Assessment and Evaluation

A. In addition to all mandatory assessments, identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year (including baseline assessments), including a proposed assessment schedule as Attachment F. Provide the rationale for selecting these assessments, including an explanation of how these assessments align with the school’s curriculum, performance goals, and state standards.

The school will follow state mandates published in the schedule for all mandatory assessments by and administered by the DOE Office of Assessment. The school will administer all State assessments required for grades 9 through 12, including Florida Statewide Assessment Program ELA, Mathematics, and Science and End-of-Course Assessments in Algebra 1, Biology, Civics, Geometry, and U.S. History. The school assessment program will include original testing, End-of-Course Assessments, FSA Retakes, and other assessments required, e.g., Preliminary ACT (Pre ACT) NAEP.

Both summative and formative assessments will accompany the learning process in the classroom, labs, and seminars for pre-collegiate students. All students will participate in college readiness assessments to determine their eligibility for dual enrollment. Students in the dual enrollment program will participate in the standard assessments accompanying the instruction in the college classes.

In addition to standardized assessments, faculty will embrace and include strategies that lend themselves to suffusing and measuring whether critical thinking has been infused into the curriculum and whether students are regularly engaging in and exhibiting evidence of critical thinking, problem-solving, and application of knowledge. Various strategies will be used to assess general knowledge, application of knowledge, and transfer of knowledge (deeper learning), including the following: teacher-made criterion-referenced tests, teacher observation, journals and writing samples, checklists, interviews, inventories, portfolios of student work, and extended projects. Such assessments will be used as appropriate for students in both the college track and the career-focused track. As previously noted, the Senior Capstone Project will be the culminating activity for students to demonstrate research, scholarly writing, documentation of resources, and oral presentation skills.

B. Describe how student assessment and performance data will be used to evaluate and inform instruction. Who will manage the data, interpret it for classroom teachers, and lead or coordinate professional development to improve student achievement?

The school faculty and staff are responsible for establishing a culture of academic excellence, expectations, and accountability for the school's performance. School administrators and leaders will communicate the standards expected of the faculty and staff for assuming responsibility for the rich learning environment scheduled for students. Along with a faculty professional development committee, the principal will ensure that faculty has access to and participates in a faculty development plan that relates specifically to the school goals and the skills needed to accomplish the intended outcomes for students. In the first year of the school, teachers will participate in pre-school faculty development workshops designed to acquaint them with the unique principles that will inform instruction and other aspects of the school culture. Additionally, professional development will be a significant part of the school culture through school, district, virtual, and in-person opportunities. Further, teachers will be expected and encouraged to engage in collegial efforts to engage and support each other through classroom observation, sharing knowledge, and teaching strategies to create a school culture that is attuned to current research and improving ever improving the student and school outcomes by a variety of assessment methods.

An abundance of data will be available through the Florida Statewide Assessment Program, including tracked proficiency in FSA, ELA, FSA Mathematics, and EOCs. Using the Florida Accountability Reports as a metric, the performance levels of schools in the Bay District and a similar Collegiate High School. The table below reflects the goals and expectations of the school's performance for the first five years.

C. Explain the training and support school leadership and teachers receive in analyzing, interpreting, and using performance data to improve student learning.

The Director, with the assistance of the Student Success Specialist, will establish and implement training for teachers and staff in a reciprocal process for managing and interpreting data to inform instruction. A generic circular process developed and recommended by Costa (1985) has the following components:

The School Improvement Plan (SIP) will address the school's identified needs and the strategies expected to achieve the outcomes. Teachers, parents, and community members will be the School Advisory Committee members. They will have significant input into setting priorities and reviewing academic outcomes of the school improvement process.

D. Describe the corrective actions the school would take if it falls short of student academic achievement expectations or goals at the school-wide, classroom, sub-group, or individual student level. Explain what would trigger such corrective actions and who would be responsible for implementing them.

After the first year, the school will generate data to develop the School Improvement Plan. This document will be an ever-evolving template for continuous improvement, including reviewing data, establishing goals, and delegating responsibilities. The Governing Board, the administration, and the School Advisory Committee will be integral to addressing school and student performance issues.

The school will have multiple strategies as the norm to address deficiencies in student performance as they occur. The philosophy of the learning cycle at the school provides that interventions occur as soon as academic needs arise for individual students or sub-groups. Therefore, corrective actions and interventions will be applied promptly and intentionally with specific expectations and measures for improvement. As previously stated, students will be expected to monitor academic progress through timely recording of academic products and grades. Students are expected to embrace a culture of continuous improvement, high expectations, and knowledge of resources with the school to seek support when needed. The student-teacher relationship will be a vital connection to address academic shortcomings as they may occur.

E. Describe how student assessment and performance information will be shared with students and parents.

As previously described, beginning in ninth grade, students will prepare portfolios of their collected work and plans for progressing through the high school and college curriculum. In addition to the distinct advantage of knowing their progress, the portfolios will be shared with parents during a student-led conference once each semester.

Teachers will schedule conferences and calls with parents as desired and needed to establish a collegial relationship as partners in the student's education.

The more formal communication with parents will be through the IEP team meeting and report cards sent to parents every nine weeks. The school will develop a secure website for parents to access their student's academic progress with a secure log-in passcode.

F. Describe the plan for protecting the privacy of individual student academic performance data and other student-related information.

The school will comply with all provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 (CFR Part 99), which protects the privacy of student education records as well as any additional provisions of section 1022.22, F.S. as applicable to the establishment, maintenance, and disposal of student records. Further, the Collegiate High will adhere to the requirements of s. 119.021 (1)(b), F.S., which states that insofar as practicable, all public records must be stored in fireproof and waterproof safes and vaults or rooms fitted with noncombustible materials and in such arrangement as to be easily accessible for convenient use. Student and employee records will be locked, with only the essential staff having access to the files, and a system will be put into place to record who has accessed the students' records.

According to FERPA, the school will notify parents and eligible students annually of their rights under FERPA through the letter of participation and agreement at the beginning of the school year and inclusion in the student handbook posted on the school website. Through the letter of agreement contract, the parents may respond to the question of whether to waive their rights under FERPA as well as giving parents' permission to deny information about the student in "directory" information such as a student's name, address, telephone number, date and place of birth, honors, and awards, and dates of attendance.

Section 6: Exceptional Students

A. Provide the school's projected population of students with disabilities and describe how the projection was made.

The Collegiate School's mission to serve military families and prepare students for post-secondary studies and high-wage careers will attract a population of students with fewer than-average disabilities. However, The Collegiate School will aim to serve any students with documented disabilities within the general high school curriculum with necessary accommodations. As with other students in other public schools, if it is determined by the staff of FSU PC Charter School, Inc. at an IEP meeting that FSU PC Charter School, Inc. cannot meet the needs of a student with disabilities that student shall be withdrawn from the school to be re-enrolled at a public school having appropriate programs and services.

B. Describe how the school will ensure that students with disabilities have an equal opportunity to be selected for enrollment in the charter school.

The Collegiate School will not prohibit the application or admission of a student with disabilities who is otherwise eligible to attend the school. FSU PC Charter School, Inc. shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, known as "The Florida Educational Equity Act" or FSU's Equal Opportunity and Non-Discrimination Statement.

C. Describe how the school will work with the sponsor and through the Individual Education Plan (IEP) process when necessary to ensure students with disabilities receive a free appropriate education (FAPE) in the least restrictive environment (LRE).

In cases where The Collegiate School requires additional training or resources to meet the needs of students with disabilities, The FSU College of Education will provide support and guidance to faculty and staff.

D. Describe the methods the school will use to identify students with disabilities that have not yet been identified.

The Collegiate School will monitor students' progress throughout the year and respond quickly when additional support or instruction is needed. In these situations, The Collegiate School Student Services Specialist and instructional faculty will carefully monitor the progress of students receiving academic support to determine whether additional services and evaluations are needed.

E. Describe the programs, strategies, and supports the school will provide, including supplemental supports and services and modifications and accommodations to ensure the academic success of students with disabilities whose education needs can be met in a regular classroom environment with at least 80% of instruction occurring in a class with non-disabled peers.

All students at The Collegiate School will receive instruction in an inclusive environment where students are working on or above grade level. based on the services students need, an ESE-certified teacher will oversee the services provided to students on IEPs or 504 plans to ensure that they receive appropriate accommodations. General education teachers will be aware of students with such needs and receive training on how to provide accommodations for such students.

Accommodations may be embedded within courses for an exceptional student or student who qualifies as disabled under Section 504/ADA access to a standard diploma.

- Accommodation to primary and vocational courses will not modify the curriculum frameworks.
- Accommodations as specified on the student's Individualized Education Plan (IEP) may include various options (refer to the student's IEP for further details).

F. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a regular classroom and resource room combination (between 40-80% of instruction occurring with non-disabled peers) can be provided FAPE.

The school will provide a yearly update to The Collegiate School Board to detail the population of ESE students or those with a 504 plan currently receiving services and how those students are being served in their least restrictive environment. If additional resources are required to provide these services, the school will work with FSU College of Education to determine appropriate settings for students or additional faculty and staff needed to provide FAFPE at The Collegiate School.

G. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a separate classroom (less than 40% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

In cases where The Collegiate School cannot determine whether a student can be served appropriately, the school will work with The FSU College of Education, Health, and Human

Services to assess placement decisions, TCS Student Services Specialists, and any ESE consultants the school may employ.

H. Describe the plans for monitoring and evaluating the progress and success of students with disabilities to ensure the attainment of each student’s goals as outlined in the IEP or 504 plan, including plans for promoting graduation for students with disabilities (high schools only).

The Collegiate School will provide extensive career planning and advising services to students and families, including ongoing academic progress monitoring. Students with IEP or 504 plans will also participate in these activities, and their plans will be monitored carefully to ensure that they are achieving grade-level expectations and are on track to meeting all high school graduation requirements.

I. Identify the staffing plan, based on the above projection, for the school’s unique education program, including the number and qualifications of staff.

Based on the anticipated population of ESE as described in section x, one ESE-certified teacher and a Student Services Specialist will oversee services in year one. The need for additional staff to serve ESE students will be evaluated each year to determine whether additional staff are needed to provide appropriate services to students at the school.

J. Describe how the school’s effectiveness in serving exceptional education students will be evaluated.

All students at The Collegiate School, including ESE students, will be evaluated continually. Progress towards yearly goals for the school will be analyzed in terms of the overall student population and subgroups, including ESE students and those receiving other services such as ESOL and 504 plans.

K. Describe how the school will serve gifted and talented students.

The Collegiate School is positioned to provide extensive services for gifted and talented students due to its focus on collegiate studies and preparation for post-secondary success. Students can take coursework on their academic level, including honors, Advanced Placement, and dual enrollment courses. Gifted and talented students will also be part of the overall progress monitoring of students to ensure their ongoing success.

Section 7: English Language Learners

- A. Describe how the school will meet the needs of English Language Learners as required by state and federal law, including the procedures that will be utilized for identifying such students, ensuring that they have equitable access to the school's programming, and communicating with their families.**

The Collegiate School will follow state guidelines and requirements in the identification and services of ESOL students. For any student who indicates in the affirmative on their home language survey or if requested by a parent or teacher, the school will follow assessment procedures to identify qualification for ESOL services. Communication with ESOL families will be provided in their home language to the extent possible. Otherwise, students eligible for academic coursework at The Collegiate School will not be prohibited from admission or participation due to ESOL status.

- B. Describe specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the core academic program for these students, including those below, at, or above grade level. Provide plans for monitoring and evaluating the progress and success of ELL students, including exiting students from ELL services.**

The Collegiate School will provide mainstream inclusion for English and core subjects to ELL students. Teachers will be trained on ELL strategies and include them in their lesson plans. The academic performance of ELL students will be monitored to ensure academic and linguistic progress is made. This includes teacher observations, participation, attendance, grades, and statewide assessments.

- C. Describe the staffing plan for the school's English Language Learner program, including the number of staff and their proposed qualifications.**

The Collegiate School will ensure that ELL-endorsed teachers provide services and oversight of ELL students.

Section 8: School Culture and Discipline

A. Describe the culture or ethos of the proposed school. Explain how it will promote a favorable academic environment and reinforce student intellectual and social development.

While a standard high school diploma is seen as the minimum standard to independence, further education, and a door to the workplace for today’s students, there is no doubt that students today will need to respond to new demands of the workforce, a rapid pace of change, global influences, and human interaction. With those factors in mind, The Collegiate School will approach the planning of the educational program to equip students with 21st-century skills by developing deeper learning competencies. Recent research suggests that workforce demands require “deeper learning” beyond mastery of academic content (NRC, 2020). Taken together with a deeper understanding of core academic content, students must develop the ability to apply that understanding to novel problems and situations and the development of a range of competencies, including people skills and self-management (NRC, 2000).

Deeper Learning Competencies

The Hewlett Foundation identified six interconnected dimensions of deeper learning based on interviews with experts and a research review. When combined with the domains identified by the NRC, these provide a valuable framework for better understanding the concept of deeper learning. (American Institutes for Research, 2016-2020).

Competencies Associated with Deeper Learning

Cognitive Domain	<p>Deep Content Knowledge:</p> <ul style="list-style-type: none"> • Students build a strong foundation in academic content areas and draw on their knowledge to complete new tasks. <p>Critical thinking and complex problem solving:</p> <ul style="list-style-type: none"> • Students think analytically and creatively to evaluate information and design solutions to complex problems.
Interpersonal Domain	<p>Collaboration:</p> <ul style="list-style-type: none"> • Students learn to work in teams to achieve shared goals. <p>Communication:</p> <ul style="list-style-type: none"> • Students organize their data, findings, and thoughts in written and verbal communication.
Intrapersonal Domain	<p>Understanding how to learn:</p> <ul style="list-style-type: none"> • Students monitor and direct their learning. <p>Academic mindsets:</p> <ul style="list-style-type: none"> • Students develop positive attitudes and beliefs about their identities as learners and their academic abilities.

These characteristics of “deeper learning” closely mirror the 4Cs -Critical Thinking, Communication, Collaboration, and Creativity- of the research findings of the Framework of 21st Century, which schools with success have adopted, studied for evidence of compliance with 21st Century standards and strategies, and named as Exemplary Schools in the use of the innovative practices of 21st Century educational practices.

B. State whether the applicant intends to use the local school district’s code of conduct policy. If the applicant does not intend to use the local school district’s code of conduct policy, describe the school’s approach to student discipline in detail.

The Collegiate School adopted a Code of Student Conduct and Discipline Matrix for FSU Bay District 82 in July 2023. These policies and procedures follow all state and federal school discipline and reporting requirements. (see Attachment G)

The Collegiate School Approach to Discipline

The Collegiate School believes that school should be a place where teachers can teach and students can learn. Maintaining an optimal learning environment depends upon all constituents of the school community fulfilling their responsibilities and realizing their rights.

Student Responsibilities

- Students must know and obey the **Code of Student Conduct**.
- Students must obey state and local laws and all adults representing the school.
- Students must attend school/classes regularly.
- Students must treat themselves and others with respect.
- Students must report hazardous situations to an adult in authority.
- Students on the TCS (The Collegiate School) campus must always be supervised by an adult.
- Students must adhere to all school, classroom, or general area rules.

Student Rights

- Students have the right to expect clear rules and professional explanations. *
- Students have the right to expect fair enforcement of rules without discrimination.
- Students have the right to expect a safe and orderly environment.
- Students have the right to expect to be treated with dignity and respect.

**TCS will provide annually a student explanation of the Code of Conduct to every student in a class setting, assembly, or similar manner.*

Progressive Discipline

The director or the designee shall determine the consequence(s) to impose for violating the Code of Student Conduct, which may include withdrawing the student from TCS. When deciding what disciplinary action should be taken, the director or designee shall consider the student's age, exceptionality, previous conduct, probability of recurring violation, intent, attitude, and the severity of the offense. Whenever possible, disciplinary action shall be imposed progressively.

Zero Tolerance – Section 1006.13, Florida Statutes

Students who are found to have committed offenses that involve bringing a firearm or weapon (as defined in Chapter 790, FS) to school, a school function, or any school-sponsored transportation, or possessing a firearm or weapon at school are subject to being expelled without continuing services for not less than one (1) year. Students making a threat or false report involving school or school personnel's property, school transportation, or a school-sponsored activity are subject to permanent withdrawal or formal expulsion.

Consequences/Interventions

All school members are responsible for maintaining appropriate documentation of student misconduct. A **referral** is a written report to the school administration by school faculty or staff documenting student misconduct.

Consequences and interventions for such behaviors may include but are not limited to parent or student contracts, behavior contracts, last chance agreements, referrals for counseling, out-of-school suspension, intervention with SRO, withdrawal of invitation, and expulsion. The discipline matrix will administer consequences for unacceptable behavior. More than one action may be taken for unacceptable behavior.

Students assigned to Out-of-School Suspension will receive all missed assignments and be awarded credit for work turned in to the teacher. According to the Attendance Procedures, the work missed is due upon the student's return to school. The Director or designee may intervene in extenuating circumstances. Any student assigned to In or Out-of-School Suspension is prohibited from attending any school function when they serve the consequence. Any student who received two or more referrals in a semester will not participate in field trips and extra-curricular events.

The Discipline Committee comprises the director or designee, school resource officer, teacher representatives, and the student services coordinator. Subcommittees of the Discipline Committee may be convened as appropriate.

C. Describe procedures for due process when a student is suspended or recommended to the local school district for expulsion as a result of a violation, including a description of the appeals process that the school will employ for students facing recommended expulsion and a plan for providing services to students who are out of school for more than ten days; and explain the process for informing students and parents about their rights and responsibilities under the code of conduct.

See the code of conduct and discipline matrix in Attachment D.

Section 9: Supplemental Programming

A. Describe any extra- and co-curricular activities or programming the school will offer, if applicable; how often they will occur; and how they will be funded.

The Collegiate School offers a variety of clubs and student organizations that teachers and school staff sponsor. These electives focus on developing leadership skills and community relations. Activities are scheduled during the school day, as appropriate, during a designated leadership block, and others will be offered after school.

Funding for these activities is part of the overall school budget and planned accordingly for each year as the school grows enrollment and elective offerings.

ORGANIZATIONAL PLAN

Section 10: Governance

A. Describe the school’s existing or planned legal status, including non-profit status and federal tax-exempt status.

The Collegiate School at FSU Panama City is a developmental laboratory charter school under the direction and authorization of the FSU College of Education, Health, and Human Sciences. The Collegiate School was incorporated in January 2023 as a Florida non-profit corporation and will apply for federal non-profit status as 501c3 within two years of school operation.

B. Describe the governance structure of the proposed school, including the primary roles, powers, and duties of the governing board; committee structure (if applicable); and how the board will interact with the principal/head of school and any advisory bodies.

The FSU PC Charter School, Inc. will be governed by a board serving as directors, which shall be responsible for the general direction and the management of the affairs of the DRCS, including setting policy, providing financial oversight annually, adopting and maintaining an operating budget, exercising continuing oversight of the DRCS’s operation and communicating the vision of the DRCS to the community. The governing board’s meetings shall be noticed and open to the public. All members of the governing board will be required to attend training as required by Section 1002.33, Florida Statutes. FSU is the Sponsor of the DRCS. The primary FSU liaison with FSU PC Charter School, Inc. is the Dean of the FSU College of Education or designee.

C. Describe the current and desired size and composition of the governing board. Identify critical skills, areas of expertise, and constituencies that are or will be represented on the governing board.

Florida Statute governs the composition of developmental research laboratory school boards. Board Members include 4 FSU faculty and three community members appointed by the FSU president. Non-voting members include a parent, teacher, and student representative from The Collegiate School.

D. Describe how board members have been and will be selected, including term limits and selection of officers.

FSU faculty who serve as board members are appointed by the FSU president. Applications for community board members are solicited from the public via an online application on the school website, reviewed and selected by the FSU president, and confirmed by The Collegiate School Board. As described in The Collegiate School Bylaws, each board term shall be staggered two-year terms exceed four consecutive terms at most.

E. Explain how this structure and composition will ensure that the school will be an academic, operational, and financial success.

FSU faculty represent individuals with expertise that is essential to the design and continued growth of The Collegiate School. Community members selected will be those with pertinent expertise in education, economic development and growth, and financial and managerial experience.

Name	Current or Prospective Governing Board Member?	Role on Board (e.g. Member, President, etc.)	Submission Requirements
Dr. Kevin Forehand	Current	Chairman	<input checked="" type="checkbox"/> Information Sheet <input checked="" type="checkbox"/> Resume
Gillian Gregory	Current	Vice Chairman	<input checked="" type="checkbox"/> Information Sheet <input checked="" type="checkbox"/> Resume
Dr. Robert Schoen	Current		<input checked="" type="checkbox"/> Information Sheet <input checked="" type="checkbox"/> Resume
Dr. Tyler Towne	Current	Treasurer	<input checked="" type="checkbox"/> Information Sheet <input checked="" type="checkbox"/> Resume
Dr. Irvin Clark	Current	Secretary	<input checked="" type="checkbox"/> Information Sheet <input checked="" type="checkbox"/> Resume
Jessica Carter	Current		<input checked="" type="checkbox"/> Information Sheet <input checked="" type="checkbox"/> Resume
Jennifer Conoly	Current		<input checked="" type="checkbox"/> Information Sheet <input checked="" type="checkbox"/> Resume

F. Describe the board member recruitment and development plans, including the orientation process for new members and ongoing professional development to increase the board's capacity.

Board Member Recruitment

In the months preceding board vacancies, public notice of board seat selection will be

announced on social media and the school website. Any interested parties will be invited to apply.

Board Member Orientation

Each board member will complete board training as required by Florida Statute, be fingerprinted, and be introduced to the school's operations and mission by an administrator. Each year, board members will participate in an annual board retreat to receive updates on initiatives and school progress. In addition, board members will be provided with opportunities for relevant professional development to increase their awareness of school success initiatives. Such resources are available via state and national charter school associations and Florida State University.

G. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest.

All board members are trained in standards of ethical practice and how to recognize, report, and address potential conflicts of interest. Each board member must complete school administration and ethics training to fulfill the requirements of Florida statutes. Board members must also pass a Level 2 background check and will comply with all conflict-of-interest rules contained in Florida Statutes pertaining to public officials.

H. Describe, if applicable, any school advisory bodies or councils that are in place or will be formed, including the roles and duties of each and the reporting structure of such entity relative to the school's governing board and leadership.

The Collegiate School will establish a school advisory council comprised of parents, teaching faculty, students, and community stakeholders. Roles, duties, and reporting structure will follow F.S. 1001.452.

I. Briefly explain the process that the school will follow should a parent or student object to a governing board policy or decision, administrative procedure, or practice. The entire process or policy does not have to be developed; applicants should be able to articulate the primary steps.

Parents or students who want to appeal policies, decisions, or school practices can communicate with the school director. If a resolution cannot be reached, the parent or student should contact the board chair, who can take appropriate steps to resolve any concerns either with the director or with the assistance of the board's governing body.

J. If the school is applying in conjunction with a college, university, museum,

educational institution, another non-profit organization, or any other partner, provide the following information:

The Collegiate School at FSU Panama City is a developmental laboratory charter school under the advisement and collaboration of the College of Education at FSU. Dean Damon Andrew serves as the school district superintendent and may be reached via email at dandrew@fsu.edu. Stone Building, 1114 West Call Street, Suite 1100 Sandels Building, 120 Convocation Way, Suite 242J, Office: (850) 644-6885.

Section 11: Management and Staffing

- A. Submit as Attachment M organization charts that show the school governance, management, and staffing structure in**
- A. The pre-operational year;**
 - B. The first year of school operations;**
 - C. At the end of the charter term; and**
 - D. When the school reaches total capacity, if in a year beyond the first charter term.**

Each organization chart should delineate the roles and responsibilities of and lines of authority and reporting among the governing board, staff, related bodies (such as advisory bodies or parent or teacher councils), and any external organizations that will manage the school. The organization charts should also specifically document lines of authority and reporting within the school.

See Attachment M

- E. Identify the principal or head of school candidate and explain why this individual is well-qualified to lead the proposed school in achieving its mission. Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence demonstrating the capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never run a school, describe any leadership training programs that (s)he has completed or is currently participating in. Discuss the evidence of the leader's ability to serve the anticipated population effectively. Also, the proposed job description and resume for this individual.**

--OR--

If no candidate has been identified, discuss the process and timeline for recruiting, selecting, and hiring the school leader. Describe the criteria to be used in selecting this leader and provide as Attachment O the position's qualification requirements. What are the key skills and competencies for the school leader? What qualities must the school leader have for this school to be successful?

See Attachment N

- F. Describe the management structure of the school as Attachment P provide job descriptions for each administrative or leadership position that identifies key roles, responsibilities, and accountability.**

See Attachment P

- G. **Provide a staffing plan for each year of the charter term that includes all anticipated personnel and is aligned with the school's projected enrollment and with all other sections of the application. Provide as Attachment Q the proposed job description and qualification requirements for the school's teachers.**

See Attachment Q

- H. **Explain the school's plan for recruitment, selection, and development of a highly qualified and appropriately certified instructional staff that is aligned with applicable federal laws and state requirements as well as the school's design.**

The Collegiate School will utilize FSU Human Resources to advertise job openings on state and national levels and provide candidate pools representing highly qualified and experienced educators and school staff.

The Collegiate School Bylaws reflect the existence of HR policies that align with federal and state laws:

5.01 Employment: FSU and FSU PC Charter School shall be joint employers of FSU PC Charter School administrators, faculty, and staff subject to all terms and conditions provided by law, rule, or policy, and any applicable collective bargaining agreements. It is acknowledged herein that the terms and conditions of employment may vary between FSU and FSU PC Charter School, Inc. and, to the extent a conflict arises, FSU and FSU PC Charter School, Inc. will, in good faith, work to resolve the conflict.

5.01.1 FSU PC Charter School, Inc. agrees that its employment policies and practices shall be nonsectarian.

5.01.2 The teachers assigned to FSU PC Charter School, Inc. shall be certified as required by Sections 1012.32 and 1012.315, Florida Statutes, or otherwise required by state law.

5.01.3 FSU PC Charter School, Inc. may not employ an individual to provide instructional services or serve as a teaching assistant if the individual's certification or license as an educator has been suspended or revoked in this State or any other state.

5.01.4 FSU PC Charter School, Inc. agrees to disclose to the parents the qualifications of its teachers upon request.

5.01.5 FSU PC Charter School, Inc. shall implement FSU's 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 All administrators, faculty, and staff employed by or assigned to FSU PC Charter School, Inc. are required to comply with the fingerprinting requirements of Section 1012.32, Florida Statutes.

5.01.7 FSU PC Charter School Inc. shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, known as the Florida Educational Equity Act, or FSU's Statement of Equal Opportunity and Non-Discrimination Statement.

5.01.8 The employees of FSU PC Charter School, Inc., as jointly employed by FSU, will have access to FSU's sick leave pool so long as they meet applicable FSU qualifications for same. FSU PC Charter School, Inc. employees, so long as they meet applicable FSU qualifications for same, will accrue other applicable and appropriate benefits of FSU employees. FSU PC Charter School, Inc. hereby reserves the right to establish such additional positions as it deems necessary, subject to any necessary approvals from FSU Office of Human Resources. FSU PC Charter School, Inc. shall establish a payroll process for these positions in conjunction with FSU Office of Human Resources. Qualifications and salaries for these positions shall be determined by FSU-PC Charter School, Inc., in consultation with FSU Office of Human Resources.

Section 12: Human Resources and Employment

- A. Explain the relationship that will exist between the school and its employees, including whether the employees will be at-will. Discuss the school’s tentative plan regarding use of employment contracts. If the school will use contracts, explain the nature and purpose of the contracts. Use and nature of employment contracts may be finalized after application approval.**

As defined in the FSU/TCS Charter Agreement, approved by the FSU Board of Trustees on April 2023:

5.01 Employment: FSU and FSU PC Charter School shall be joint employers of FSU PC Charter School administrators, faculty, and staff subject to all terms and conditions provided by law, rule, or policy, and any applicable collective bargaining agreements. 2.

5.01.5 FSU PC Charter School, Inc. shall implement FSU’s 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.

- B. Provide the performance evaluation or a general outline of the performance evaluation plan, consistent with the substantive requirements included in s. 1012.34, F.S. (the Student Success Act), for administrators and instructional personnel including who will conduct the evaluations, what instrument will be used, and how the results will be used to guide performance and professional development. A final, detailed outline will be required after application approval.**

The Collegiate School will collaboratively develop an evaluation plan for administrators and teachers with school faculty staff, board members, FSU College of Education, and educational consortiums. All evaluation plans will follow any applicable state regulations or guidelines. The board of The Collegiate School will evaluate the director. The Director will evaluate all faculty and staff. The Director may designate other school administrators to evaluate faculty as the school grows to total capacity.

- C. Provide the compensation structure or a general outline for all employees, including salary ranges and employment benefits as well as any incentives or reward structures, if applicable. How will compensation and other components factor into the staff retention plan?**

5.01.8 The employees of FSU PC Charter School, Inc., as jointly employed by FSU, will have access to FSU’s sick leave pool so long as they meet applicable FSU qualifications for same. FSU PC Charter School, Inc. employees, so long as they meet applicable FSU qualifications, will accrue other applicable and appropriate benefits of FSU employees. FSU PC Charter School, Inc. hereby reserves the right to establish such additional positions as it deems

necessary, subject to any necessary approvals from FSU Office of Human Resources. FSU PC Charter School, Inc. shall establish a payroll process for these positions in conjunction with FSU Office of Human Resources. Qualifications and salaries for these positions shall be determined by FSU-PC Charter School, Inc., in consultation with FSU Office of Human Resources.

D. Outline the school's procedures for hiring and dismissing school personnel, including conducting criminal background checks.

5.01.5 FSU PC Charter School, Inc. shall implement FSU's 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 All administrators, faculty, and staff employed by or assigned to FSU PC Charter School, Inc. are required to comply with the fingerprinting requirements of Section 1012.32, Florida Statutes.

E. If personnel policies have been developed, include as Attachment R. If personnel policies and procedures have not been developed provide a clear plan, including timeline, for the development and approval by governing board.

The Collegiate School will follow FSU personnel policies and procedures.

F. Explain how the governing board and school leadership would handle unsatisfactory leadership, teacher, or staff performance, as well as leadership or teacher turnover.

The governing board and school leadership will promptly address concerns regarding leadership, teaching, or other performance and provide feedback as needed to correct any areas of concern. Any patterns of concern that might lead to teacher turnover or leadership change will be addressed by the board in committee, with plans developed to mitigate situations that may negatively impact student achievement and school culture.

Section 13: Professional Development

A. Describe the school's professional development expectations and opportunities for administrators and instructional personnel, including the following:

- 1. Identify the person or position responsible for overseeing professional development activities.**

Professional Development will be coordinated by The Collegiate School administrative team and in collaboration with FSU's College of Education.

- 2. Discuss the core components of professional development and how these components will support the effective implementation of the educational program. Discuss how professional development will be conducted internally or externally and will be individualized or uniform. Describe how the effectiveness of professional development will be evaluated.**

The Collegiate School will develop and maintain a professional learning system to increase student achievement, enhance classroom instructional strategies to promote rigor and relevance, and produce college or career-ready graduates. As a small district, The Collegiate School plans to leverage membership in educational consortiums with established learning catalogs to maximize learning opportunities for our teachers. In addition, the school's designation as a developmental lab school affiliated with Florida State University's College of Education, Health, and Human Sciences provides access to the most current instructional research. It will serve to improve educator practice and student outcomes.

The Collegiate School expects to offer internal and external professional development opportunities based on student and teacher needs. Professional development related to the district's processes, procedures, and expectations will be delivered internally. External training related to content, educational outcomes, data analysis, student performance, and pedagogy may be attended virtually, face-to-face, or through hybrid learning opportunities as appropriate. Teachers will be offered opportunities to attend conferences and participate in study groups, professional organizations, and other collaborative communities to foster a sense of professional and collective responsibility for student outcomes.

- 3. Describe any professional development that will take place prior to school opening. What will be covered during this induction period? How will instructional personnel be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods?**

Before opening, school faculty and staff were trained in the FOCUS Student Information System, Canvas Learning Management Platform, and available instructional technology. In addition, the faculty and staff are involved in several days of expectation setting, attendance policy setting, discipline policy setting, and district/school processes and procedures. Various teachers will also attend training specific to their core content areas, such as AP Human Geography and CTE skill training.

- 4. Describe the expected number of days or hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan. Include time scheduled for joint planning or collaboration and how much time will typically be used.**

The Collegiate School will focus on providing professional development opportunities for students during school breaks and summer months. Teachers will also be offered options through professional organizations and consortiums for individual and small-group participation.

Teachers at The Collegiate School will have expected planning times for subject areas to allow for collaboration. Lunch times for teachers are standard across all subjects and allow informal conversations across subject areas.

Section 14: Student Recruitment and Enrollment

- A. Describe the plan for recruiting students that will result in the school meeting its projected enrollment. Include strategies for reaching the school’s targeted populations and those that might otherwise not have easy access to information on available educational options, including, but not limited to, families in poverty, academically low-achieving students, students with disabilities, and English Language Learners.**

The Collegiate School (TCS) will seek to establish a diverse student population by recruiting students from across the Bay County area. Methods of reaching the entire student population will include public records requests of all public and charter school students, including physical and email addresses. Other efforts to reach target populations who may not otherwise have access will be to visit each county middle school to provide information on academic opportunities and free dual enrollment options, speak with various civic, cultural, and social organizations, meet with military liaisons, and provide information to middle school guidance counselors.

- B. Explain how the school will achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other local public schools by section 1002.33(7)(a)8., F.S.**

The Collegiate School (TCS) will review census data to determine the diversity of the population within the county area in which the school serves and will seek to utilize the racial/ethnic questions in the enrollment application to achieve a balance reflective of other schools within the county/district area. These balances will be achieved through the school’s lottery system and the various subcategories related to race and ethnicity.

- C. Describe the school’s proposed enrollment policies and procedures, including an explanation of the enrollment timeline, any preferences for enrollment, and the lottery process. Provide the proposed enrollment application as Attachment S.**

Apply to Attend

The Collegiate School accepts applications from public, private, or home-schooled students who meet or exceed admissions standards. Military applicants will be prioritized for admission.

Admissions Process

Enrollment at The Collegiate School is limited based on applicant eligibility and program capacity. If the number of eligible applicants exceeds the program's capacity, eligible applicants will have an equal chance of being admitted through a random lottery. When the program's capacity is met through the lottery process, the remaining eligible applicants will be placed on a waiting list in the order in which their name was drawn in the lottery.

A complete application with academic transcripts must be submitted by the established deadlines to be considered for admission. Applicants will be notified of their admission status by established deadlines. Applicants must provide documentation (student records, immunizations, and other documents required for public school attendance in Florida) within a designated period after their application is accepted.

Application Windows for 2024-2025 Applications

Application Periods	Application Window	Notification Date
Primary Application Period	October 16-December 15, 2023	January 12, 2024
Secondary Application Period	January 15 – February 16, 2024	February 23, 2024

*Based on program capacity, 10th-grade application windows will be established in Spring 2024.

Academic Programs at The Collegiate School

Grade Level	Minimum Credits Earned	Minimum Unweighted GPA for Core Courses
9th Grade	Completion of 8th grade science, Algebra 1 or equivalent, history, and English	3.0**
10th Grade	5 high school credits to include English I and Algebra I*, Geometry*, or Algebra 2	3.0

*EOC scores of 3 or higher on the End of Course exam (EOC). Students transferring from out of state or those who have not taken the EOC may demonstrate competencies in math via their Accuplacer score.

**For the purpose of Collegiate High School application requirements, middle school GPA will be calculated using the average of the core courses of science, math, history, and English.

- 90-100 (A)= 4 points
- 80-89 (B)= 3 points.
- 70-79 (C)= 2 points
- 60-69 (D)=1 point.

Students Who Do Not Meet Admission Requirements

Each year, The Collegiate School accepts up to 20% of students into 9th-grade programs who do not meet the GPA/placement score minimum requirements. These students are classified as pre-collegiate and are working towards collegiate and will be placed in a separate lottery for admittance based on availability in each program or grade level. Students with a 2.5-2.99 GPA can apply to this program.

Section 15: Parent and Community Involvement

- A. Briefly explain the general plan to engage parents in the life of the school (in addition to any proposed governance roles described in previous sections of this application, if applicable), as well as plans for regular communication with parents about school matters. This could include building family-school partnerships to strengthen support for learning, volunteer opportunities, or activities the school will seek from or offer to parents. This must include the governing board's appointment of a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. 1002.33(7)(d)1., F.S.**

Communication with families and all stakeholders will be a priority for The Collegiate School. Parents and guardians will be allowed to participate and hold membership in a parent and teacher organization, established as its own 501(c)3 for fundraising and structure. In addition, volunteer opportunities for vetted parents or guardians will be a part of the culture of The Collegiate School to assist in building relationships with faculty and staff for the added value of supporting teachers and students. A parent member will serve as the liaison to the governing board of The Collegiate School, offering feedback to the board on issues critical to the overall success of the school and the school community.

The Collegiate School will utilize newsletters, social media, emails, SIS notifications, text messaging apps, and other banner/display systems to provide relevant and informative news to parents and guardians. Each form of communication will be utilized systematically to build a consistent pattern with parents and the information provided.

- B. Discuss any established community resources available to students and parents, if applicable. Describe any partnerships the school will have with community organizations, businesses, or other educational institutions. Specify the nature, purposes, terms, and scope of services of any such partnerships including any fee-based or in-kind commitments from community organizations or individuals that will enrich student learning.**

The Collegiate School will collaborate with community partners such as Triumph Gulf Coast, Florida State University, Gulf Coast State College, Tyndall Air Force Base, Naval Surface Warfare Center, NorthStar, The Drip Coffee Company, Bay Education Foundation, and Bay District Schools to build partnerships to bridge business and education. These partnerships will allow TCS to foster positive relationships within our school and local communities.

- C. Provide, as Attachment T, any existing evidence of demand for the school or support from intended community partners, if available (e.g. letters of intent/commitment, memoranda of understanding, or contracts)**

I. BUSINESS PLAN

Section 16: Facilities

A. Describe the proposed facility, including location, size, and layout of space.

The Collegiate School is at 2430 St. Andrews Boulevard, Panama City, Florida. The school is leasing a space of 12,000 square feet previously utilized as a school location, including ten classrooms, a multipurpose room, five offices, a front office, and restrooms.

B. Describe the actions that will be taken to ensure the facility is in compliance with applicable laws, regulations, and policies and is ready for the school's opening.

FLDOE Office of Safe Schools, FSU Police, and Bay District Safety and Security office have reviewed the building, policies, and regulations and found The Collegiate School to comply with all state laws and regulations.

C. Describe how the facility aligns with the proposed educational program and other requirements, such as mandated class sizes.

The Collegiate School location provides adequate space to accommodate students at state class size levels through the educational model and programming offered by the school.

D. Document the anticipated costs for the facility, including renovation, rent, utilities, and maintenance. Identify, if applicable, any funding sources (other than the state and local funding) that will be applied to facilities-related costs. Include evidence of such (e.g., letter, MOU) as Attachment U. If renting an existing facility, provide a draft lease agreement as Attachment V.

See attachment U for facility renovation and lease costs. Funding for facilities will be provided by the FEFPP funds earned by The Collegiate School and a Triumph Gulf Coast grant received by FSU for start-up costs.

E. Describe the back-up facilities plan. What is the alternate plan for facilities if the proposed facility is not available or is determined to be inappropriate for the school's opening?

The Collegiate School can utilize facilities on the FSU Panama City campus if the facility experiences unavailability or is in emergency situations.

Section 17: Transportation Service

- A. Describe the school's plan for transportation to ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the school. 1002.33(20)(c) F.S.**

The Collegiate School will not offer bus transportation until enrollment can support the resources needed to facilitate a transportation program. Until then, parents who struggle with transportation will be provided with low to no-cost public transportation options and before and after-school services to meet their needs.

Section 18: Food Service

The Collegiate School will not participate in the National School Lunch program in year one. At such a time when enrollment can support the resources needed to facilitate this program, participation will be considered and evaluated. Until such a time, a well-balanced lunch option for students will be offered to parents at a reasonable rate and provided by a local vendor. Students who qualify for free and reduced lunch prices will receive discounted or free meals funded by the school and donations for this purpose.

Section 19: School Safety and Security

- A. Outline the school safety and security plan for students, staff, the facility, and property. Explain the types of security personnel, technology, equipment, and policies the school will employ. A complete plan that includes procedures for unanticipated emergencies will be required before school opens.**

The FLDOE Office of Safe Schools approved a complete school safety plan in October 2023, which is on file at The Collegiate School.

Section 20: Budget

- A. Provide as Attachment X, an operating budget covering each year of the requested charter term that contains revenue projections (using the Florida charter school revenue estimate worksheet as Attachment W for at least the first year of operation), expenses, and anticipated fund balances. The budget should be based on the projected student enrollment in Section 2 of the application. A template for the operating budget may be available from the sponsor upon request. Attachment W and Attachment X are attached.**

See attachments W and X.

- B. Provide a start-up budget as Attachment Y that contains a balance sheet and revenue projections, including source of revenues, expenses, and anticipated fund balance. The start-up budget must cover any period prior to the beginning of FTE payments in which the school will expend funds on activities necessary for the successful start-up of the school.**

See attachment Y.

- C. If the budget is contingent upon sources of funding beyond those typically provided by local, state, and federal governments (such as funding from foundations, donors, grants), provide evidence of such funding (e.g., MOU, letters) as Attachment Z.**

See attached Attachment Z “Triumph TCS Term Sheet.”

- D. Provide a detailed narrative description of the line-item revenue and expenditure assumptions on which the operating and start-up budgets are based. The budget narrative should provide sufficient information to fully understand how budgetary figures were determined.**

Assumptions are listed at the top of each attached revenue and expenditure statement. Assumptions include the beginning and ending number of students, number of industry certifications attempted and completed, industry certification exam fee amount, CAPE per student amount, COE research support fee per student, and the university overhead assessment fee. These assumptions are created by examining various factors and are used to calculate the revenue and expenditures for the variable fees in the attached statements.

- E. Discuss the school’s contingency approach and plan to meet financial needs if**

anticipated revenues are not received or are lower than estimated. This may include budgets for 75% and 50% of revenue projections or a budget for whatever percentage the applicant considers the minimum percentage at which they could operate the educational plan presented.

See Attachment AA, which contains the revenue and expenditure statements, including budgets for 75% and 50% of revenue projections. The Collegiate School is fortunate to have an additional revenue stream of \$7.65M from a Triumph Gulf Coast Grant in addition to the state-appropriated funds. With a decrease in expected revenue, the plan is to redistribute the additional Triumph grant funds to accommodate the shortfalls.

F. Explain in detail the year one cash flow contingency plan if revenue projections are not met (or not met on time).

As stated above, the Triumph Grant funds may be redistributed to accommodate a shortfall in revenue projections for year one.

G. Provide monthly cash flow projections for the school's start-up period (i.e., from the date the application is approved to the beginning of the first fiscal year of operation) through the first year.

See Attachment AB.

Section 21: Financial Management and Oversight

A. Describe who will manage the school's finances and how the school will ensure strong internal controls over financial management and compliance with all financial reporting requirements.

The accounting specialist will manage the school's finances through the FSU OMNI Financial System and follow all established FSU finance policies and procedures. The following steps will ensure strong internal controls over the financial management and compliance with all financial reporting requirements.

- Duties will be segregated. This means no single individual will have control over two or more phases of a transaction. Steps are built into each transaction to ensure dual control, including the supervisor and budget manager signing off on all transactions. Additionally, all Triumph Grant funds are maintained within a separate department to ensure full compliance with the grant deliverables and specifics.
- Controls are established to secure and safeguard vulnerable assets. This includes an asset tagging system for all capital assets. Capital asset lists are further maintained at the central office in Tallahassee, and there is a yearly inventory process to account for all tagged items.
- The university maintains written policies and procedures for all financial transactions.
- Adequate supporting documentation that provides the evidence to properly verify that the appropriate processes and controls are being used is required for all transactions.

B. Explain the mechanisms the governing board will use to monitor the school's financial health and compliance.

The board will approve each yearly budget and will be presented with the yearly audited financial report from the auditors. The governing board will also receive a monthly financial update at each meeting.

C. Describe the school's plans and procedures for conducting an annual audit of the school's financial operations.

The governing board approved an independent audit firm to an annual audit of the school's financial operations.

D. Describe the method by which accounting records will be maintained.

Accounting records will be maintained within OMNI's financial accounting system, which all

Florida State University departments use. This system maintains all supporting documentation for each financial transaction.

E. Describe how the school will ensure financial transparency to the authorizer and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and financial report.

The annual budget, audit, and financial report will be maintained on the school's public website at tcs.fsu.edu.

F. Describe any key back-office services to be outsourced via contract, such as business services, payroll, and auditing services. Include the anticipated costs of such services and criteria for selecting such services.

Audit services will be outsourced via contract. An RFP will be sent to multiple audit firms, and the governing board will vote on hiring the audit firm. The estimated annual audit fees are \$20,000.

G. Describe how the school will store financial records.

The school will maintain financial records within the OMNI financial system, which is maintained in Tallahassee by the Florida State University Central Office. All records will be maintained to ensure that the financial statements are complete and accurate and that the audit is successful.

H. Describe the insurance coverage the school will obtain, including applicable health, workers' compensation, general liability, property insurance, and directors' and officers' liability coverage.

School employees will have access to the health insurance and worker's compensation insurance provided by Florida State University. Additional insurance that will be purchased will include general liability, property insurance, and officers' liability insurance.

Section 22: Start-Up Plan

- A. Present a projected timetable for the school's start-up, including but not limited to the following key activities:
- i. Applying for and securing appropriate legal status (e.g., status as a state corporation, federal non-profit)
 - ii. Identifying and securing facility
 - iii. Recruiting and hiring staff (leaders, teachers, and other staff)
 - iv. Staff training
 - v. Finalizing curriculum and other instructional materials
 - vi. Governing board training
 - vii. Policy adoption by Board (if necessary)
 - viii. Recruiting students
 - ix. Enrollment lottery, if necessary
 - x. Establishing financial procedures
 - xi. Securing contracted services
 - xii. Fundraising, if applicable
 - xiii. Finalizing transportation and food service plans
 - xiv. Procuring furniture, fixtures, and equipment
 - xv. Procuring instructional materials

The activities included should align with the start-up budget described earlier in the application. If an activity will be paid for by a source of funding not included in the start-up budget, it should be clearly indicated. (This timetable is a projection and is not meant to be binding on the school or sponsor. A formal timeline may be negotiated in the charter agreement)

The Collegiate School Start-Up Timeline

	Activities	Y1	Y2	Y3	Y4	Y5	Y6
1	Seek Charter Approval	X					
2	Identify and recruit founding governing school board members, approve job descriptions for the principal, establish governing board by-laws, establish governing board code of ethics and conflict of interest policies, etc.	X					
3	Advertise and hire school leadership team (Principal, Vice Principal (mid-year), Advisor/Records Specialist, Admin Support, Accounting Specialist, etc.)	X					
4	Secure lease for 9 th -grade classroom space, renovate leased classrooms for 9 th grade (if needed), renovate additional classroom and lab space at FSU PC for dual enrollment increase, and purchase classroom equipment and supplies.	X					
5	Build class schedules, negotiate dual enrollment articulation agreements with FSU and state colleges, develop marketing materials, and advertise the admission process.	X					
6	Develop accounting processes and procedures and finalize student transportation, food services, and school security plans.	X					
7	Hold a lottery, if needed, to admit the first group of 9 th grade students.	X					
8	Hire 9 th -grade teachers (in the summer), a guidance counselor, and additional FSU PC faculty for increased dual enrollment offerings.	X					
9	School Opens - The first group of 9 th grade students, with some 11 th and 12 th grade students, begin taking classes.		X				
10	If needed, renovate additional leased classrooms for 10 th grade, additional classrooms, and lab space at FSU PC for increased dual enrollment numbers, and purchase classroom equipment and supplies.		X				
11	Market professional development and summer camp options for district teachers and students.		X				
12	Milestone Reporting – Each 9 th -grade student will have attempted at least one industry certification exam at the close of year one.		X				
13	Admit 9 th , 10 th		X				
14	Hire 10 th grade teachers (in the summer) to begin teaching in year 3.		X				
15	Offer Professional development and summer camp options for district teachers and students.		X				
16	Begin 2nd School Year with first 10 th -grade class and new 9 th grade students.			X			
17	Milestone Reporting – 9 th through 10 th grade students will have attempted industry certification exams.			X			
18	Admit 9 th , 10 th , and 11 th grade students for year three.			X			
19	Offer professional development and summer camp options for district teachers and students.			X			
20	Repeat Activities 16-19 for each year.				X	X	X

Chart of Attachments

Please tab or separate attachments as noted below.

- A. Evidence of teacher and parental support for conversion, if applicable.
- B. Sample daily school schedule and annual school calendar
- C. Sample curriculum scope and sequence
- D. Reading curriculum
- E. Pupil Progression plan, if applicable
- F. Assessment Schedule
- G. Proposed discipline policy or student code of conduct, if applicable
- H. Articles of incorporation
- I. 501(c)(3) tax-exempt status determination letter (or copy of the filing form)
- J. Governing board by-laws
- K. Governing Board Code of ethics and Conflict of interest policy
- L. For each board member, a Board Member Information Sheet, resume, and Statement of Assurances (templates provided)
- M. Organization charts that show the school governance, management, and staffing structure in
 - 1) the pre-operational year; 2) the first year of operation; 3) at the end of the charter term; and
 - 4) when the school reaches full capacity, if in a year beyond the first charter term
- N. Job description for the school leader and, if this person is already identified, his or her resume
- O. If the school leader is not yet identified, the qualifications the school will look for in a school leader
- P. Job description(s) and qualification requirements for each administrative or leadership position other than the school leader
- Q. Job description(s) and qualification requirements for the school's teachers
- R. Personnel policies, if developed
- S. Student enrollment application
- T. Evidence of demand for the school (e.g. petitions or intent to apply forms) or support from intended community partners (e.g. letters of intent/commitment, memoranda of understanding, or contracts), if applicable
- U. Evidence of facility funding sources, if applicable
- V. Draft rental agreement or lease for facility, if applicable
- W. Florida Charter School Revenue Estimating Worksheet
- X. Proposed Operating Budget
- Y. Proposed Startup Budget
- Z. Evidence of external funding (e.g. foundations, donors, grants), if applicable.

Addendum (as applicable)

- AA. Commissioner's letter(s) of verification of high-performing status
- BB. ESP's organization chart
- CC. ESP's organization chart after any anticipated growth
- DD. Applicant history worksheet (Form IEPC-M1A, found at: <http://www.fldoe.org/schools/school-choice/charter-schools/charter-school-reference>)
- EE. Draft contract between school and ESP
- FF. Applicant may attach up to an additional ten pages of supplemental material.

Attachment A

Evidence of teacher and parental support for conversion, if applicable.

Attachment B
Sample Daily Schedule and Annual School Calendar

The Collegiate High School Schedule

8:00-8:15	Student Drop Off/Morning Meeting in Multipurpose Room
8:05-9:05	Period 1
9:20-10:20	Period 2
10:20-10:35	Break
10:40-11:40	Period 3
11:45-12:15	Lunch
12:20-1:20	Period 4 (Electives, Student Interest Groups (SIGs))
1:25-2:25	Period 5 (Career and Technical Education)
2:30-3:30	Period 6 (Research, Tutoring, Student Success)
3:30	Dismissal



THE COLLEGIATE SCHOOL
FSU PANAMA CITY

Academic Calendar
2023-2024

July

Mo	Tu	We	Th	Fr	Sa	Su
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September

Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

Mo	Tu	We	Th	Fr	Sa	Su
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

Mo	Tu	We	Th	Fr	Sa	Su
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

March

Mo	Tu	We	Th	Fr	Sa	Su
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May

Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June

Mo	Tu	We	Th	Fr	Sa	Su
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

● First/Last Day of School ● End of the Nine Weeks ● Holiday - No School

Details

- August 10
First Day of School
- September 4
Labor Day
- October 9
Columbus Day
- October 13
End of 1st Nine Weeks
- November 10
Veterans Day
- November 20-24
Thanksgiving
- December 22
End of 2nd Nine Weeks
- December 25-January 8
Holidays
- January 15
Martin Luther King's Birthday
- February 19
Presidents Day
- March 15
End of 3rd Nine Weeks
- March 18-March 22
Spring Break
- March 29
Good Friday
- May 24
Last Day of School

Attachment D

Reading Curriculum

Instructional Framework and Curriculum for Reading

The guiding principles for the English Language Arts program at the Collegiate High School will adhere to the Florida Course Code Directory and Florida's Benchmarks for Excellent Student Thinking (B.E.S.T). Standards are based upon benchmarks that students are expected to attain by demonstrating new knowledge and skills and applying earlier grade-level benchmarks and learning gains.

Students will take at least four credits in English to complete high school requirements, beginning with English Honors I and II, respectively, for ninth and tenth-grade students. Juniors and seniors will earn college and high school credits through dual enrollment courses beginning with English 1101.

The English Honors curriculum for ninth and tenth-grade students is designed with the intention of holding all students to a level of high expectations and academic rigor, fully understanding that students of varying ability levels will attend the school. The rigor of the curriculum in ninth and tenth grade is based upon the knowledge that students will need skills in language arts that will enable them to step directly into college with abilities normally developed during the last two years of high school English classes. While expectations of advanced courses require students to commit to a higher level of attention, the increased rigor will be accompanied by a significant level of support within the school, student and adult mentors, and digital learning resources.

The content will include reading, writing, speaking, listening and language with the goal of preparing students for college, career, and the college dual enrollment English courses encountered as a first-year college student. Moreover, it is now apparent in the 21st Century educational climate that students are prepared to think conceptually, transfer learning, and participate in engaging experiences that promote deeper understanding and application. In addition to teacher-directed learning, students will employ strategies such as collaborative writing, peer reviews, inquiry-based learning, discussions, and graphic organizers.

Upon completion of the tenth grade, students will have sufficient content area knowledge to demonstrate competencies required to meet the expectations of and at least a 3 on the FAST (Florida Assessment of Student Thinking) ELA assessments and other assessments of college readiness for dual enrollment and college application. Students who fail to meet expectations on

Instructional materials will include texts of high complexity, embedded formative assessments, and primary and secondary digital materials that align with the ELA Florida Standards and the SAT.

Focus on Language and Literacy for the global student

Creating a Culture of Reading

The reading curriculum at The Collegiate School will be pervasive throughout the school and as a component embedded in the English Language Arts curriculum as identified in the Next Generation Sunshine State Standards, the BEST guidelines, and, Just Read, Florida, the statewide reading initiative to include appropriate attention to the level of student abilities in the five essential components of reading (phonemic awareness, phonics, vocabulary, fluency, and comprehension.) Further, teachers in each content area will incorporate reading comprehension specifically as a component of instruction as a method to verify that students recognize and use texts and other reading materials to increase comprehension of the subject matter.

Two primary goals with specific strategies will steer the school initiatives for developing capable, willing readers:

Direct Instruction and Practice in Reading

To engage students in techniques that elevate their skills in reading to a level that promotes independent learning gains, that demonstrate a grade level or above scores on the FSA ELA test, and independently demonstrate the ability to get meaning from print (Horning, Batelle, and Kelly). Students' difficulty reading complex texts with full understanding comes from three sources: Lack of instruction, lack of practice, and a mythic view that reading is less important because of computers.

Students who are identified as deficient in reading skills will be provided:

- Individualized instruction and practice in using fundamental skills to improve as evidenced by teacher documentation and comparison of reading skills as evidenced by FSA ELA and PERT scores upon 9th and 10th-grade completion.
- Structured reading time in a monitored setting to increase skills development and demonstrate improved fluency, comprehension, and content knowledge gained.

Reading Across the Curriculum

Anecdotal accounts from many high school teachers affirm the research that says that while high school students can read, the reality is they don't read. A study by Heather G. Crivilare (Eastern Illinois University (2019) recorded a malaise of fake reading and superficial (or worse, plagiarized) writing about what they read. Further, teachers reported, in a U.S. government class with expectations to attend college, that "20 minutes of reading was too long." (Hooley, Tysseling & Ray, 2013. P. 326.) And, indeed, when speaking of "reading", students view it as unnecessary and, in fact, avoidable, a phenomenon somewhat attributable to the vast availability of computer technology. Additionally, those students acknowledged that reading was important but doubted that their teachers expected them to do the assigned reading.

Therefore, even when phonemic awareness is evident, and early phonics instruction has occurred, the tasks of improved fluency, abundant vocabulary, and skills in comprehension have suffered. When addressing the notion of "reading", perhaps Singer's proposal that "...everyone

must have exemplary literacy skills—skills that include reading, writing, speaking, listening, and research.” (Singer, Mentoring Minds, Edu Week)

Such a proposal fits exactly into the notion that instruction does not solely rest with the English/Language Arts teachers but fits properly in multimodalities of all content areas. “Content area teachers are masters of the literacy domain of their disciplines and have a responsibility to share with students how to read, write, speak, listen, research, and think like experts in subject areas” (Greenleaf et al., 2014, p.5). Content area teachers are not expected to be specialists in reading, but certainly proficient in extracting meaning from textbooks, a task distinctly appropriate for attention within the scope of instruction in the subject area.

A study by the American Institutes for Research of the nationally recognized Alabama Reading Initiative has demonstrated encouraging reports regarding reading initiatives in secondary schools where teachers modified strategies of the “one size fits all” approach and converted them to strategies that met individual students’ needs. Further, an additional finding was that subject matter teachers cannot be expected to provide in-depth intervention. Still, they can and should become better skilled at helping students improve their ability to understand and learn from textbooks.

Given that students in the studies cited indicate a strong desire to have an opportunity to choose their subject matter supporting the standard texts, it behooves the learning process for teachers to establish criteria for the subject matter and perhaps develop a wide reading list including texts, and journal articles giving students choice of subject matter materials to incorporate in the course of instruction. Teachers at the Collegiate High School will be encouraged to participate in staff development opportunities to enhance their knowledge of documented reading strategies that enhance student’s attitudes toward reading, improved fluency in specific courses, and willingness for students to use reading as a critical skill in successful preparation for college and professional success.

Attachment E
Pupil Progression Plan



THE COLLEGIATE SCHOOL

FLORIDA STATE UNIVERSITY PANAMA CITY

Student Progression Plan

Introduction

The Collegiate School (TCS) at Florida State University Panama City is a *developmental research laboratory charter school* associated with the College of Education at Florida State University. TCS will serve as a center for innovative instructional programming, research and program evaluation, and professional development solutions for the educational community.

The mission of The Collegiate School at Florida State University Panama City is to provide rigorous academic studies and career development for students who aspire to meet the ever-changing and complex workplace demands of the 21st century. Resources and expertise available through Florida State University and the local community will prepare students to thrive in the competitive global market as they identify and pursue career goals through academic and career training.

A. Purpose and Processes of the Student Progression Plan

General Overview: This Student Progression Plan is applicable to The Collegiate School at Florida State University Panama City. This plan is to be reviewed annually and amended, as approved by The Collegiate School Board.

1. Official Document that Defines Requirements for Matriculation from Grade to Grade

- a. The Collegiate School aims to meet the needs of students and support them as they reach their full potential while adhering to state and federal guidelines. The Student Progression Plan has been established to serve as the official guiding document that defines the requirements and means for students to enter and matriculate from grade to grade.
- b. The authority and requirements for such a plan are provided in Section 1008.25, Florida Statutes. The plan is a legal document; required by Florida Statute (F.S.1008.325). This plan is implemented for the welfare of students and aims to clearly communicate what a student must know and be able to do for promotion and what the school will provide to assist the student in meeting the requirements for promotion.

2. Procedures for Communication with Parent(s)/Guardian(s) on Academic Progress of Students

- a. The plan further establishes direction and procedures on communication structures and

processes with parent(s), guardian(s), and others to achieve understanding, cooperation, acceptance and adherence to the contents and intent of the plan.

- b. When such communications to parent(s) or guardian(s) are required, “formal notification” shall be written and distributed to the parent(s) or guardian(s) by one of the following methods dependent upon circumstance at the discretion of the Principal/Director or designee.
- Hand-delivered
 - Certified mail, return receipt requested.
 - Email
 - When practical, a face-to-face or virtual conference shall be held with the parent(s) or guardian(s) by the Principal/Director or designee, and others, as necessary. Such a conference may coincide with the distribution of formal notification as provided above.

B. Enrollment and Admissions

1. Application, Entry and Registration

The Collegiate School at Florida State University Panama City is a developmental research schools as defined in Section 1002.32, Florida Statutes. Applications can be accessed on the school website. Military dependents are prioritized for enrollment and are encouraged to apply year-round.

2. Admissions and Initial Placement Documentation

Before formally admitting a student into a Florida school for the first time, the school must have received the following documents as required by Florida Statutes:

- Evidence of date of birth (1003.22, Florida Statutes)—For acceptable alternates to birth certificates please see 1003.21 Florida Statutes;
- Evidence of immunization against communicable disease (1003.22, Florida Statutes);
- Have academic credit that is acceptable under the rules of the School Board;
- The Principal/Director is responsible for the initial placement of all students new to the school.

3. In-State Transfer Documentation and Placement

Any student desiring to transfer to The Collegiate School from another in-state school **MUST** have substantial *proof of withdrawal from the sending school*.

- Transfer students shall be placed in a specific class or grade on a temporary basis pending receipt of all required elements needed to make a placement decision.
- This temporary placement is according to the legal requirements outlined in s. 1003.21, F.S.
- If, after this reasonable amount of time and effort, substantiating data from the previous school attended is not received, the Principal/Director or designee will evaluate the student’s competency in basic skills.
- The Collegiate School will conduct independent assessments of student skills for the purpose of placement and academic advising in addition to information received from the sending school.

4. Home Education (“Home Schooling”)

A home education student who enrolls in The Collegiate School must meet all district and State requirements for public school students. The parent must provide an academic assessment record for all work completed during the home education program. It is the responsibility of the Principal/Director or designee to assess the student’s achievement level and course credits. The following will be considered for placement of home education (“home schooling”) students:

- Review of the required home education annual evaluation (student portfolio, test information— state or national, and other approved measures, as necessary)
- Results of academic screening and competency assessments

5. Grade Placement

Grade placement of students shall be made on the basis of appropriate factors including report cards, transfer data academic and otherwise, national or state test information, and/or transcripts (subject to validation/interpretation, if deemed necessary).

- Transfer students shall be initially placed in a specific class or grade on a temporary basis pending receipt of all required academic information.
- Additionally, when a student transfers to The Collegiate School from an in-state or out-of-state public or nonpublic school, the student will be academically screened. Results of the screening will be shared with the parent.
- The Principal/Director shall have the final decision regarding student placement, s. 1002.3105, F.S.

6. Evidence of Immunization

All students (K-12), including Florida transfers who enroll in The Collegiate School, are required to have an up-to-date certificate of immunization (form HD680, which is available at the physician’s office or the Health Department) prior to enrollment. Without this documentation, the student will not be allowed to attend school.

Note: Religious exemptions are allowed. They may be obtained at a Health Department clinic. Students may enter school on Temporary Medical Exemption (DOH 680-Part B; DOE Code 2) provided the expiration date has not passed. Students will be excluded from school if they do not comply with immunization laws.

7. Interstate Compact on Educational Opportunity for Military Children and Assistance to Transitioning Students from Military Families (§ 1003, Fla. Stat.)

The purpose of the Interstate Compact on Educational Opportunity for Military Children is to remove barriers to educational success imposed on children of military families because of frequent moves and deployment of their parents. This compact applies to the children of:

- Active-duty members of the uniformed services, including members of the National Guard and Reserve on active-duty orders pursuant to § 1209 & § 1211, 10 U.S.C.
- Members of veterans of the uniformed services who are severely injured and medically discharged or retired for a period of 1 year after medical discharge or retirement; and

- Members of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of 1 year after death. The compact does not apply to the children of:
- Inactive members of the National Guard and military reserves;
- Members of the uniformed services now retired,
- Veterans of the uniformed services;
- Other United States Department of Defense personnel, federal agency civilians, and contract employees not defined as active-duty members of the uniformed services.

8. RECORDS, REPORTS, AND MONITORING

A record of all promotions, retentions, remedial placements and/or other types of special placement will be placed in the student's cumulative educational record. Student performance and progress will be reported to parents through report cards and standardized assessments. Parents are encouraged to arrange for a conference(s) with teachers and school officials as necessary at all grade levels. If it becomes evident during the second semester that a student is in danger of being retained, the parent/guardian will receive written notification of their child's possible retention.

C. Promotion and Retention

1. Definition of High School (Grades 9-12) Credits

A student, upon having received instruction in a designated course of study for a minimum of 67.5 hours for a one-half credit class and 135 hours for a one credit class and upon receiving passing grades (according to written grading standards including mastery of approved course performance standards and the State Board approved standards), will be granted credit for such course(s). In the event the student has not been in instruction for a minimum of 67.5 hours for a ½ credit course or 135 hours for a one-credit course, where the absence has been excused, the student may still be awarded credit if mastery of at least 60% of the course performance standards are demonstrated. TCS will determine the assessment used to measure mastery of standards.

2. Credit Earning

Credit for high school graduation will be earned on a one-half credit system. Such credit will be earned at one-half credit for both semester and full-year (year-long) courses. A student enrolled in a full-year course shall receive one-half credit if the student successfully completes either the first half or the second half of a full-year course but fails to successfully complete the other half of the course and the averaging of the grades obtained in each half would not result in a passing grade. A student enrolled in a full-year course shall receive a full credit if the student successfully completes either the first half or the second half of a full-year course but fails to successfully complete the other half of the course and the averaging of the grades obtained in each half would result in a passing grade, provided that such additional requirements specified in district school board procedures, such as class attendance, homework, participation, and other indicators of performance, shall be successfully completed by the student. Remedial and compensatory courses taken in grades 9 through 12 may only be counted as elective credit. (F.S. 1003.43)

3. Student Academic Probation or Dismissal

The Principal/Director may recommend that the student be placed on probation or dismissed from The Collegiate School based one of the four triggers listed below:

- Lack of sufficient course work successfully completed at the end of the academic year.
- Lack of sufficient GPA in the immediate semester as well as lack of sufficient cumulative GPA for promotion or graduation.
- If the respective student does not earn sufficient credit hours or grade points to be considered in “good standing” as defined by this Student Progression Plan or the Registrar of The Collegiate School.
- More than one level 2 or 3 offense, as defined by the Student Code of Conduct, including cheating or plagiarism.

4. Credit Transfer (F.S. 1001.42 and 1003.433, SBR 6A-1.09941)

When students transfer into The Collegiate School from another district, country or private school, an official transcript will be obtained, and the principal (or designee) will approve credits for graduation. The principal (or designee) may evaluate transferred credits to the advantage of the student in cases where other schools award fractional credits not compatible with local course credit standards.

5. Requirements for Graduation for Out-of-State and Out-of-Country Transfer Students

(FS 1003.433(1)) Students who enter a Florida public school in 11th and 12th grade from out-of-state or from a foreign country shall not be required to spend additional time in high school in order to meet Florida high school course requirements if the student has met all requirements of the school district, state or country from which he/she is transferring. Florida course requirements shall not be retroactive for the transfer student provided that the student has been promoted to the 11th or 12th grade and has met all requirements of the school district, state, or county from which he/she is transferring. However, to receive a standard diploma, the transfer student must pass the appropriate statewide assessment based on his/her 9th grade cohort and maintain a 2.0000 GPA in order to receive a diploma from a Florida public school or an alternative standardized assessment approved by the State Board of Education.

Credits and grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value subject to validation if required by the receiving school’s accreditation. If validation of the official transcript is deemed necessary, or if the student does not possess an official transcript or is a home education student, credits shall be validated through performance during the first grading period as outlined in paragraph (2)(b) of this rule. Assessment requirements for transfer students under Section 1003.4282, F.S., must be satisfied.

If a student transfers to a Florida public high school from out of country, out of state, a private school or a home school education program, and the student’s transcript shows credit in Algebra I, the student must take and pass the statewide, standardized Algebra I EOC assessment or earn a comparative score on another exam as provided for under S. 1008.228(8), F.S., in order to earn a Florida standard high school diploma -- unless the student passed a statewide Algebra I assessment given by the transferring entity, or the student passed the high school mathematics

assessment used by the transferring entity to meet ESSA requirements. If a student's transcript shows a credit in high school reading or ELA II or III, the student must take and pass 10th grade Reading/ELA assessment or earn a concordant score on the SAT or ACT in order to earn a Florida standard high school diploma.

6. Grading

Teachers are required to submit their standards, rules, and/or regulations for establishing a grade in their classes to the Principal/Director before the start of the school year.

Teachers will communicate this information to students in any syllabus on Canvas by the first week of school. Teachers are also required to provide their syllabi to the Principal/Director prior to the start of school and to their students within the first week of school. Teachers must notify the director and students when procedures change and provide such changes in writing for student reference.

7. Grade Forgiveness

Students are required to maintain a cumulative grade point average (GPA) of 2.0 on a 4.0 scale, or its equivalent, in the courses required for high school graduation. Additional GPA minimums apply to dual enrollment, honors, and collegiate studies programs and classes. A forgiveness procedure for required core or elective courses shall be limited to situations where a D or F is earned. These grades may be replaced by a grade of C or higher earned subsequently in the same or comparable course.

The following scale will be used to determine report grades for each quarter (F.S.1003.437):

Grade Percent Range GPA Value (Quality points) Definition

- A 90 - 100 4 Outstanding Progress
- B 80 - 89 3 Above Average Progress
- C 70 - 79 2 Average Progress
- D 60 - 69 1 Lowest Acceptable Progress
- F 0 - 59 0 Failure
- I Incomplete

Weighted Grading Scale - Honors Grade Percent Range GPA Value (Quality points) Definition

- A 90 - 100 4.5 Outstanding Progress
- B 80 - 89 3.5 Above Average Progress
- C 70 - 79 2.5 Average Progress
- D 60 - 69 1.5 Lowest Acceptable Progress
- F 0 - 59 0 Failure
- I Incomplete

Weighted Grading Scale – Advanced Placement and Dual Enrollment

Weighted GPA is based on a 5.0 scale for Advanced Placement and Dual Enrollment courses.

Grade Percent Range GPA Value (Quality points) Definition

- A 90 - 100 5 Outstanding Progress
- B 80 - 89 4 Above Average Progress

C 70 - 79 3 Average Progress
D 60 - 69 2 Lowest Acceptable Progress
F 0 - 59 0 Failure
I Incomplete

8. Report Card Grades and Attendance Reporting

Report card grades are to provide the student and/or the student's parents with an objective evaluation of the student's scholastic achievement, conduct, and attendance.

9. Exceptional Student Education and Section 504/ADA Provisions

Accommodations within Courses:

Accommodations may be embedded within courses for either an exceptional student or student who qualifies as disabled under Section 504/ADA access to a standard diploma.

- Accommodations to basic and/or vocational courses will not modify the curriculum frameworks.
- Accommodations as specified on the student's Individualized Education Plan (IEP) may include a variety of options (refer to student's IEP for further details), but are not limited to any or all the following accommodations:
 - a. Instructional time;
 - b. Instructional methodology;
 - c. Use of a Special Communications system by the teacher and/or student; and
 - d. Test administration procedures and other evaluation procedures to accommodate the student's disability in accordance with applicable Federal and State Laws and State Board of Education Rules.
 - e. Decisions about exemptions for modifications are made in the annual Individualized Education Plan (IEP) conference and recorded on the student's Individualized Education Plan (IEP).
- Accommodations as specified on the student's IEP might include flexible setting, extended time, the recording of answers, revised format, and mechanical aids as appropriate to the test.

Exceptional Education Students (ESE) Receiving Standard Diploma:

ESE students receiving a standard diploma must meet the same graduation and promotion requirements as all other students as outlined previously for the majority population.

- A student may meet the definition of "disabled" under 504/ADA and not meet the criteria for placement in the Exceptional Student Education program. Appropriate accommodations will be provided and recorded on the student's Section 504/ADA Accommodation Plan.
- Section 504/ADA eligible students who do not meet ESE requirements have the same rights of accommodations during a test administration.
- Decisions about exemptions for accommodations are made and recorded on the Accommodation Plan.

10. Criteria for Participation in Interscholastic Activities

Interscholastic extracurricular activities are those organized student activities between, among or within schools which are carried on outside the curriculum or regular course of study in school. These activities may involve displays of talent, which include, but are not limited to, sports, speech, debate, and fine arts interscholastic competitions or festivals and career and technical student organization activities. The Collegiate School requires its students to meet all requirements as stated in order to be eligible to participate in interscholastic and extracurricular activities. **FHSAA By-laws 19.6.1 and 19.7.1**

FHSAA Guidelines for Participation in Extracurricular Activities

To be eligible to participate in interscholastic extracurricular student activities under guidelines set by the Florida High School Athletic Association (FHSAA) in grades 9-12, a student

- Must maintain an unweighted cumulative grade point average of 2.0000 or above on a 4.0000 scale, or its equivalent, in the courses required by F.S.1003.43. The grade point average will be checked at the end of the semester and will determine the student's eligibility for the next semester.
- Must maintain satisfactory conduct and, if a student is arrested and charged or is found to have committed a felony or a delinquent act which would have been a felony if committed by an adult, regardless of whether adjudication is withheld, the student's participation in interscholastic extracurricular activities is contingent upon established and published school board procedures.

Pursuant to 1006.195 F.S.,

- A student not currently suspended from interscholastic or interscholastic extracurricular activities, or suspended or expelled from school, pursuant to a district school board's suspension or expulsion powers provided in law, including ss. 1006.07, 1006.08, and 1006.09, is eligible to participate in interscholastic and interscholastic extracurricular activities.
- A student may not participate in a sport if the student participated in that same sport at another school during that school year unless the student meets the criteria in s. 1006.15(3)(h).
- A student's eligibility to participate in any interscholastic or interscholastic extracurricular activity may not be affected by any alleged recruiting violation until final disposition of the allegation pursuant to s. 1006.20(2)(b).

D. Graduation

1. Class Rank GPA for Standard Diploma Students

The Class Rank, a numeric weighted cumulative GPA, will be calculated at the beginning of the semester of graduation. Semester grades earned in all courses during the regular school day (including forgiveness grades), high school credit courses taken prior to ninth grade, or in approved summer programs, or in approved college or university programs, or in adult education; these grades will be a part of the transcript and will be calculated in the class rank grade point average.

2. Graduation with Honors

“Cum laude” designation will be determined using a 4.0000 cumulative un-weighted scale for all courses for which high school credit has been awarded. At the beginning of the semester of graduation, students with a cumulative unweighted GPA of 3.9000 to 4.0000 will receive Summa Cum Laude designation; 3.8000 to 3.8999 Magna Cum Laude designation; and 3.7000 to 3.7999 Cum Laude designation and 3.5000 – 3.6999 Honor Graduate designation.

3. Remediation Requirements 9-12 (1003.4282(5))

Each year a student does not pass the statewide, standardized grade 10 English Language Arts Florida Standards Assessment, the student must be enrolled in and complete an intensive remedial course the following year or be placed in a content area course that includes remediation of skills not acquired by the student.

Reading: Placement of Level 1 or 2 readers in either an intensive reading course or a content area course in which reading strategies are delivered shall be determined by diagnosis of reading needs. The Florida Department of Education shall provide guidance on appropriate strategies for diagnosing and meeting the varying instructional needs of students reading below grade level. Reading courses shall be designed and offered pursuant to the comprehensive reading plan required by s. 1011.62(9)

Math: Each year a student scores Level 1 or Level 2 on the statewide, standardized Algebra I EOC assessment, the student must be enrolled in and complete an intensive remedial course the following year or be placed in a content area course that includes remediation of skills not acquired by the student.

4. Remediation Requirements 9-12 (1003.4282(5))

Graduation requires a successful completion of a minimum of 24 credits, Students must be advised of eligibility requirements for state scholarship programs and postsecondary admission. Under this law, s. 1003.428, F.S., graduation requirements for this program are summarized in the graduation flyers provided by FLDOE at <http://www.fldoe.org/academics/graduation-requirements/>

5. Assessment Requirements and Progress Monitoring

Students must participate in the statewide assessment program required by F.S. 1008.22. Students enrolled in a course with a statewide, standardized end-of-course (EOC) assessment must take the EOC assessment. The student’s results on the statewide, standardized EOC assessment constitute 30 percent of the student’s final course grade. No final, cumulative exam for the course may be given in addition to the statewide, standardized EOC assessment. Final course grades for Algebra I, Geometry, US History, Civics, and Biology will only be calculated after receiving the student’s results. Should the state delay releasing results to the school until after the start of the following school year, the student’s final course grade will be calculated at the time received. In cases where a student sat for the required exam and the delayed scores are needed to determine graduation eligibility for the spring in which they took the exam, the course’s grade shall constitute an average of the semester grades. After scores are released, a parent or guardian may request an updated transcript after the course grade is amended to include the results of the EOC.

Transfer Students: If an out-of-country, out-of-state, private school or home education program transfer student has a final grade and credit for Geometry, Biology I, or US History related course, it must be honored without the student taking the requisite EOC assessment. If an out-of-country, out-of-state, private school, or home education program transfer student's transcript indicates credit in English II or III, the student must take and pass the Grade 10 ELA assessment or earn a concordant score to earn a standard diploma. If an out-of-country, out-of-state, private school or home education program transfer student's transcript indicates Algebra I course credit, the student must take and pass the Algebra I EOC assessment to earn a standard diploma unless the student has met a state approved concordant score.

6. Advanced Placement

Advanced Placement (AP) is an eligible secondary student enrolled in an Advanced Placement course described by the College Board. Post-secondary credit for an AP course shall be awarded to students who score a minimum of 3 on a 5-point scale on the corresponding AP exam. Students shall be exempt from the payment of any fees (F.S. 1007.27). Students enrolled in AP courses are expected to take the AP exam. If a student chooses to take an AP exam without taking the course, he/she is responsible for the fee.

7. Dual Enrollment (F.S. 1007.22; 1007.23; 1007.24; 1007.25; 1007.271 and 1007.272)

For the purpose of this section, a student is eligible for dual enrollment based on the requirements set forth in the articulation agreement between FSU (Florida State University) or the community college or university for which the agreement has been signed. Students eligible for dual enrollment pursuant to this section may enroll in dual enrollment courses conducted during school hours, after school hours, and during the summer term.

Credits and Fees: Credits earned at the college level may be applied toward high school graduation requirements. Dual Enrollment is defined as the enrollment of an eligible secondary student in a post-secondary course creditable toward a vocational certificate or an associate or baccalaureate degree. Students enrolled are exempt from the payment of registration, matriculation and lab fees. Students enrolling should have sufficient emotional maturity and study habits to benefit from the program.

Approval of Courses: Students must be recommended by The Collegiate School guidance counselor and principal (or designee). School representatives reserve the option to deny a request based on academic or behavior records which indicate that the student would not be best served by this purpose. Readiness will be based on, but not limited to, statutory requirements, State Board rule and the requirements in the Articulation Agreement between The Collegiate School and respective university or college. All college courses taken by high school students must receive approval from the Principal/Director or his/her designee. The Dual Enrollment Course Equivalency list contains a statewide list of dual enrollment courses that must be accepted for high school credit by all school districts.

8. Graduation Ceremony

To participate in the high school graduation ceremony, a student must have met all of the requirements by the date established to determine graduation eligibility and be in good standing.

Requirements for Participation

The Collegiate School administration reserves the right to deny the participation of any student in the graduation ceremony.

- Any student not classified as a senior by the beginning of the semester of graduation will not be allowed to participate in the graduation ceremony.
- Seniors who have not met all graduation requirements, prior to a date established by administration, will not be allowed to participate in the graduation ceremony.
- Seniors will not be able to participate in graduation ceremonies until all deficiencies and any related fees are paid. It is important for each student to recognize that participation in the graduation ceremony is an important privilege, but one that can be withdrawn by inappropriate conduct or other situations affecting “good standing”.
- The Director or designee shall be responsible for notifying all students of the consequences of failure to receive a standard diploma, including the potential ineligibility for financial assistance at post- secondary educational institutions.
- In the event of a sustained medical event and at the principal’s discretion, the principal may recommend to the director that a particular student be allowed to participate in the ceremony that has not satisfactorily completed all requirements. This student shall not receive an official diploma until all requirements have been met. The director’s decision on the recommendation is final.

Graduation Plan

A written graduation plan will be completed and discussed with each potential graduate during the first quarter of the school year. A potential graduate is defined as a student able to complete ALL graduation requirements PRIOR to the beginning of the next school year. The student is notified during the first quarter of school as to his/her credit standing in order that he/she can plan for graduation activities. For transfer students, the graduation credit check should be completed as soon as records are received and evaluated by the school counselor or academic dean.

Notification to High School Parents/Guardians of Students with Graduation Deficiency

The Principal/Director or designee, including the responsible teachers, counselor or team leader shall notify affected grade 9-12 parents/guardians regarding graduation deficiency annually in grades 9- 11 and each semester grading period including summer of grade 12.

- The Principal/Director or designee shall notify parents/guardians officially with written correspondence if the graduation difficulty is determined to be severe enough that the student may not graduate as provided in statute, administrative rule and/or this document.
- The principal shall provide high school students and parent(s)/guardian(s) with a course-specific graduation review not less than at the beginning and end of each semester in grades 11 and 12.
- Any lack of notice shall not be cause to challenge or invalidate the relevant statutory, rule or procedures requirements determining graduation as provided herein.

Notification to Parents/Guardians on Consequences of Failure of Students to Receive

Standard Diploma

The Principal/Director or designee shall be responsible for notifying all students of the consequences of failure to receive a standard diploma, including the potential ineligibility for financial assistance at postsecondary educational institutions. Any lack of notice shall not be cause to challenge or invalidate the relevant statutory, rule or procedure requirements for students set forth herein.

Notification to Parent/Guardians Annually of All Students on Progress of Meeting State and District Expectations

The school shall annually report to the parent(s)/guardian(s) of each student the progress of the student towards achieving state and district expectations for proficiency in reading, writing, science, and mathematics, including the student's results on each statewide assessment test.

- The evaluation of each student's progress must be based on the student's classroom work, observations, test, district and state assessments, and other relevant information.
- Progress reporting must be provided to the parent in writing in a format adopted by the school and presented herein.
- The preponderance of evidence from evaluations should be used to determine expectations for proficiency in reading, writing, science, and mathematics, including the student's results on each statewide assessment test.
- The evaluation of each student's progress must be based on the student's classroom work, observations, test, district and state assessments, and other relevant information.
- Progress reporting must be provided to the parent in writing in a format adopted by the school and presented herein.
- The preponderance of evidence from evaluations should be used to determine if a student is ready for the work of the next grade, but the determination of the Principal/Director is final.

Attachment F
Assessment Schedule



2023–2024 Assessment Calendar

****Aligns to the Florida Department of Education Statewide Assessment Program****

Introduction:

The Collegiate School (TCS) at Florida State University Panama City is a *developmental research laboratory charter school* associated with the College of Education at Florida State University. TCS will serve as a center for innovative instructional programming, research and program evaluation, and professional development solutions for the educational community.

The mission of The Collegiate School at Florida State University Panama City is to provide rigorous academic studies and career development for students who aspire to meet the ever- changing and complex workplace demands of the 21st century. Resources and expertise available through Florida State University and the local community will prepare students to thrive in the competitive global market as they identify and pursue career goals through academic and career training.

This document has been prepared to help you understand the score reports for the Florida Statewide Assessments. It includes explanations of the reports, information about the content assessed, and a glossary of the terms used in the reports. The explanations provided for the sample reports apply to all grade levels unless otherwise noted.

Purpose and Processes of Assessments:

General Overview: This Assessment Calendar is applicable to The Collegiate School at Florida State University Panama City. This plan is to be reviewed annually and amended, as approved by The Collegiate School Board.

All Florida schools teach the B.E.S.T Florida Standards in ELA and Mathematics and the Next Generation Sunshine State Standards (NGSSS) in Science and Social Studies. Student performance provides important information to parents/guardians, teachers, policy makers, and the general public regarding how well students are learning.



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****Aligns to the Florida Department of Education Statewide Assessment Program****

Subjects/Grade Levels Tested in 2023-2024

- Grades 10 ELA Reading and Writing
- Algebra 1
- Biology 1
- Geometry
- AP Human Geography
- Retakes: Algebra 1
- World History EOY Exam
- Algebra 2 EOY Exam

Additional Test in 2023-2024

- ACCUPLACER
- PSAT 8/9
- ACCESS for ELL

Most students, including English language learner (ELL) and exceptional student education (ESE) students, enrolled in the tested grade levels or courses participate in Florida Statewide Assessment administrations. Allowable accommodations are provided to ELL and ESE students who have accommodations documented on their Individual Education Plans (IEPs) or Section 504 Plans.



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****Aligns to the Florida Department of Education Statewide Assessment Program****



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Aligns to the Florida Department of Education Statewide Assessment Program

1. Glossary of Assessment Terms

Acronym/Term	Definition
ACCESS for ELLs	Assessing Comprehension and Communication in English State-to-State (ACCESS) for English Language Learners (ELLs)
Accommodation	Per Rule 6A-1.0943, F.A.C., “Accommodations are defined as adjustments to the presentation of the statewide standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a statewide standardized assessment to include amount of time for administration, settings for administration of a statewide standardized assessment, and the use of assistive technology or devices to facilitate the student’s participation in a statewide standardized assessment.”
B.E.S.T.	Benchmarks for Excellent Student Thinking
CBT	Computer-Based Test
Concordant and Comparative Scores	Concordant and comparative scores refer to scores that have been determined by establishing a relationship between assessments that measure similar (but not identical) constructs, such as the Algebra 1 End-of-Course Assessment and the SAT. In statute, concordant refers to scores associated with the ELA assessment and comparative refers to scores associated with the Algebra 1 assessment. A student can meet assessment graduation requirements by earning a concordant or comparative score as specified in Rule 6A-1.09422, F.A.C.
Diagnostic	Assessments that measure students’ understanding of a subject area or skills base, which allow teachers and educators to evaluate student learning, focusing on strengths and areas of need
District Window	The selected dates within the statewide window during which a district will administer a given assessment
District-Required Assessments	Assessments required by the school district for students in a specific grade or course
ELA	English Language Arts
EOC	End-of-Course
Evaluative	Assessments that measure student proficiency at selected intervals in order to compare change over time and to compare state-level results
FAST	Florida Assessment of Student Thinking
FCLE	Florida Civic Literacy Exam
Formative	Formative assessments are the formal and informal ways that teachers and students gather and respond to evidence of student learning. Formative assessments are part of teaching in the classroom. Formative assessments will not result in a score that will appear on a student's report card, but they serve the greater purpose of informing both students and teachers on what changes need to happen in classroom instruction to better serve the needs of individual students.
FSA	Florida Standards Assessments
FSAA	Florida Standards Alternate Assessment
Interim	Interim assessments are administered on a smaller scale (i.e., school or district) with results that can be used at the classroom level or aggregated at the school- or district-level. Depending on the design, interim assessments can be used to predict a student’s ability to succeed on a summative assessment, to evaluate a program, or to diagnose student learning gaps.
NAEP	National Assessment of Educational Progress



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****Aligns to the Florida Department of Education Statewide Assessment Program****

NGSSS	Next Generation Sunshine State Standards
PBT	Paper-Based Test
PM1	The baseline administration of FAST Progress Monitoring in the beginning of the school year.
PM2	The midyear administration of FAST Progress Monitoring in the middle of the school year.
PM3	The summative administration of FAST Progress Monitoring at the end of the school year.
Progress Monitoring	The process used to determine whether a student’s academic performance is improving, at what rate it is improving, and how effective instruction has been. In accordance with s. 1008.25(8)(b)1., F.S., the progress monitoring assessments for VPK through grade 2 must be administered at least three times within a program year or school year, as applicable, with the first administration occurring no later than the first 30 instructional days after a student’s enrollment or the start of the program or school year, the second administration occurring midyear, and the third administration occurring within the last 30 days of the program or school year. In accordance with s. 1008.25(8)(b)2., F.S., the progress monitoring assessments for grades 3 through 10 must be administered at the beginning, middle, and end of the school year.
PSAT/NMSQT	Preliminary SAT/National Merit Scholarship Qualifying Test
Summative	Assessments that evaluate student mastery of Florida’s academic standards at or near the conclusion of the course of instruction
Statewide, Standardized Assessments	All assessments required by s. 1008.22, F.S.
Statewide Window	The range of dates during which districts and/or schools may choose to administer a given assessment
Testing Time	The amount of time individual students are each given to respond to test items on each test
VAM	A Value-Added Model (VAM) is used by some school districts as part of their educator evaluation system. It is also used in the approval process for teacher preparation programs and as part of the criteria to extend an educator’s temporary teaching certificate.
VPK	Florida’s Voluntary Prekindergarten Education Program

2. Test, Type, and Purpose/Use

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
ACCESS for ELLs	Diagnostic	Measure English language acquisition of ELLs	s. 1003.56, F.S. Rule 6A-6.0902, F.A.C. Rule 6A-6.09021, F.A.C. Rule 6A-6.0903, F.A.C.
Alternate ACCESS for ELLs	Diagnostic	Measure English language acquisition of ELLs with significant cognitive disabilities	
ACT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. Rule 6A-1.09422, F.A.C.
Coordinated Screening and Progress Monitoring Program	Diagnostic/Progress Monitoring	Provides information in mastering the appropriate grade-level standards and provides information on students’ progress to parents, teachers, and school and program administrators. Used to	s. 1008.25(8), F.S. s. 1008.2125, F.S. s. 1002.68



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		provide data for accountability of the Voluntary Prekindergarten Education Program.	Rule 6M-8.601, F.A.C.
FCLE	Summative	If passed, exempts students from the postsecondary civic literacy assessment requirement established by s. 1007.25(4), F.S.	s. 1003.4282(3)(d), F.S. s. 1007.25(4)(b), F.S.
FAST PM1 and PM2	Progress Monitoring	Provides information regarding whether a student’s academic performance is improving, at what rate it is improving, and how effective instruction has been.	
B.E.S.T. EOC	Summative	Purpose: FAST PM3, B.E.S.T., Florida Standards, Next Generation Sunshine State Standards assessments measure student achievement of Florida’s academic standards Required uses: third grade retention; high school standard diploma; EOC assessments as 30% of course grade; school grades; school improvement rating; district grades; differentiated accountability; VAM; scholar designation; Credit Acceleration Program; school improvement plans; school, district, state, and federal reporting	s. 1002.38, F.S.
FAST PM3	Progress Monitoring/Summative		s. 1002.68, F.S.
FSA	Summative		s. 1003.4156, F.S.
FSAA	Summative		s. 1003.4282, F.S.
NGSSS EOC	Summative		s. 1004.04, F.S.
Statewide Science Assessment	Summative		s. 1004.85, F.S.
			s. 1008.22, F.S.
			s. 1008.25, F.S.
			s. 1008.33, F.S.
			s. 1008.34, F.S.
			s. 1008.341, F.S.
			s. 1012.34, F.S.
			s. 1012.56, F.S.
			Rule 6A-1.09422, F.A.C.
			Rule 6A-1.094221, F.A.C.
			Rule 6A-1.094222, F.A.C.
			Rule 6A-1.0943, F.A.C.
			Rule 6A-1.09432, F.A.C.
			Rule 6A-1.09981, F.A.C.
			Rule 6A-1.099811, F.A.C.
			Rule 6A-1.099822, F.A.C.
			Rule 6A-5.0411, F.A.C.
NAEP	Evaluative	Measure student performance for comparison among state and national populations over time	s. 1008.22, F.S.
PreACT	Summative	Inform course placement	s. 1007.35, F.S.
PSAT/NMSQT	Summative	Inform course placement; can be used as a concordant or comparative score to meet Algebra 1 assessment graduation requirements	s. 1007.35, F.S. Rule 6A-1.09422, F.A.C.
SAT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. Rule 6A-1.09422, F.A.C.



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ACCUPLACER	Summative	To assess skill levels in reading, writing, and math to determine if you're ready to take courses that will earn you credits at that school.	s. 1008.22, F.S. 6A-10.0315,
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Advanced Placement	Summative	Standardized exams designed to measure how well you've mastered the content and skills of a specific AP course. Scoring well on AP exams is a strong indication of college readiness. Depending on the course and the college, if a student earns a 4 or 5 on their test, it can count toward their college credits.	s. 1007.35, F.S. 6A-1.09422
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3. Required Statewide Assessments

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAST PM1	Grades 9 ELA Reading	August 14 – September 29, 2023	⇐ Same as State Window	CBT	90 minutes	Immediately following test completion
B.E.S.T. Algebra 1 and Geometry EOC	Students enrolled in associated courses	May 1 – 31, 2024	⇐ Same as State Window	CBT ¹	160 minutes ³	June 2024 August 2024
NGSSS Biology 1	Students enrolled in associated courses	May 1 – 31, 2024	⇐ Same as State Window	CBT ¹	160 minutes ³	June 2024 August 2024
FAST PM2	Grades 9 ELA Reading	December 4, 2023 – January 26, 2023	⇐ Same as State Window	CBT	90 minutes	Immediately following test completion
PSAT 8/9	Grade 9 students in districts that selected SAT	TBD	TBD	CBT ¹	145 minutes	2–4 weeks after test administration
FAST PM3	Grades 9 ELA Reading	May 1 – May 31, 2024	⇐ Same as State Window	CBT ¹	120 minutes	Immediately following test completion
B.E.S.T. Writing	Grades 9 ELA Writing	April 1-12, 2024	⇐ Same as State Window	CBT ¹	160 minutes ³	June 2024

¹ Paper-based accommodation (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as accommodation on an IEP or Section 504 plan.

² Any student taking an EOC assessment aligned to the Florida Standards or the B.E.S.T. Standards who has not completed a session by the end of the allotted time may continue working up to half the length of a typical school day.



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³ Any student taking an NGSSS EOC assessment who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.



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4. Statewide Assessments for SELECT Students

Assessment	Students to Be Tested ⁴	Statewide Window	District Window	Mode	Testing Time	Results Expected
Algebra 1 EOC Retake Assessment	For students who did not take or did not pass when offered ² .	September 11-October 6, 2023 November 27- December 15, 2023 May 1 – 31, 2024 July 15-26, 2024 (if needed)	← Same as State Window	CBT ³	160 minutes	June 2024
AP Human Geography	Students enrolled in associated courses	May 1 – 31, 2024	← Same as State Window	TBA	TBA	June 2024
ACCESS for ELLs	Grades K–12 currently classified as ELL with “LY” code	January 22 – March 15, 2024	← Same as State Window	PBT	Grades 1–12: 105–245 minutes (varies by grade-level/tier)	June 2024

¹ Paper-based accommodation (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as accommodation on an IEP or Section 504 plan.

² Any student who has not completed a session by the end of the allotted time may continue working up to half the length of a typical school day.

³ Any student who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

⁴ If indicated, “applicable students” relates to the sub-group(s) of students who *may* take that assessment; it does not indicate that all students throughout the state in that sub-group will take that assessment. Assessments for which no applicable student group is listed are available to students as needed but are not limited to any specific sub-group

5. District-Required Assessment Information

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
ACCUPLACER	For students who did not take or did not pass when offered.	N/A	December 1 – December 15, 2024	CBT	UNTIMED	Immediately following test completion



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Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
World History – Subject Based Assessment	Grade 9	N/A	December 1 – December 15, 2023 May 1 – 31, 2024	PBT	approximately 90 minutes	Reported to FOCUS within 1 week
Algebra 2 – Subject Based Assessment	Grade 9	N/A	December 1 – December 15, 2023 May 1 – 31, 2024	PBT	approximately 90 minutes	Reported to FOCUS within 1 week

6. Estimates of Total Testing Time by Grade Level

Estimates of average time for administering state-required and district-required.

Grade Level	Statewide Assessments	District Assessments	Approximate total Testing Time (In Minutes)
9	740	180	920

¹ In accordance with Senate Bill 2524 § 45 (Chapter 2022-154, § 45, Laws of Florida), the Department must collect from each school district, by grade level, the range and median number of minutes per school year, including as a percentage of net instructional time spent on district-required assessments, progress monitoring and state-required assessments.

Attachment G

Discipline Policy and Student Code of Conduct



THE COLLEGIATE SCHOOL

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Administrative Discipline Matrix

The Discipline Matrix sets forth the guidelines for assessing consequences for violations of district policies. The School Principal/Director has the discretion to deviate from these guidelines by assessing an appropriate consequence other than stated in the Matrix if he or she determines in his or her sole discretion that there are mitigating or aggravating circumstances.

Action Legend – Consequences/Intervention

Documentation in FOCUS and parent contact is required for all violations requiring administrative action.

Discipline for ESE/504 students with disabilities shall be in accordance with state and federal laws and district policies.

W – Verbal or Written Warning

PC – Probation Contract and Loss of Extra Curricula Activities (9th Grade may include 1-5 Days External Suspension) G – Guidance Referral

WD – Recommendation to be Withdrawn from the Program (University Staff Notification)

Type of Incident			1 st Consequence	2 nd Consequence	3 rd Consequence
Disruptive Incidents					
	D1	Disruptive (Unruly) Behavior	W	PC	WD
	D2	Disruptive (Unruly) Play	W	PC	WD
	D3	Disobedience/Insubordination	W	PC	WD
	D4	Defiance of Authority	W	PC	WD
	P1	Profanity – Use of Insulting/Obscene Language	W	PC	WD
	P2	Profanity – Directed Towards a Staff Member	W	PC	WD
SESIR	G	Gambling	PC	WD	WD
SESIR	I	Inciting a Disturbance	PC	WD	
SESIR	C1	Passing/Producing Counterfeit Money	WD		
	FM	Falsification/Misrepresentation	PC	WD	
	DM	Distribution of Sale of Unauthorized Material	WD		
SESIR	L1	Laser Device – Inappropriate Use	PC	WD	
SESIR	G1	Gang Activity	PC	WD	
SESIR	DM1	Disruption on Campus – Minor	PC	WD	
SESIR	DM2	Disruption on Campus - Major	WD		
SESIR	TP	Trespassing	W	PC	WD
SESIR	FF	False Fire Alarm/911 Call	WD		

Type of Incident			1 st Consequence	2 nd Consequence	3 rd Consequence
Substance Abuse/Drug Incidents					
		OTC Medication – Unauthorized Use/Possession	W, G	PC	WD
		OTC Medication – Sale/Attempted Sale/Transmittal	PC, G	WD	
SESIR	TU	Tobacco – Use/Possession/Sale/Transmittal	PC, G	WD	
SESIR	A1	Alcohol – Use/Possession/Sale/Transmittal	WD		
SESIR	A2	Alcohol – Sale/Attempted Sale/Transmittal	WD		
SESIR	D1	Drugs – Possession/Use/Under the Influence	WD		
SESIR	D2	Drugs – Drug Sale/Attempted Sale/Transmittal	WD		
SESIR	D3	Drugs – Drug Paraphernalia - Possession	PC, G	WD	

Type of Incident			1 st Consequence	2 nd Consequence	3 rd Consequence
Acts Against Persons					
SESIR	B1	Bullying	PC	WD	
SEISR	H1	Harassment	PC	WD	
SESIR	F1	Fighting - Major	WD		
SESIR	F2	Fighting – Minor Altercation/Confrontation	PC	WD	
SESIR	HZ	Hazing	PC	WD	
SESIR	S1	Sexual Misconduct (Indecent Exposure)	WD		
SESIR	S2	Sexual Harassment	PC	WD	
SESIR	T1	Threat – Low Level	PC	WD	
SESIR	T2	Threat – Mid-Level	PC	WD	
SESIR	T3	Threat – High-Level	WD		
SESIR	B2	Battery	PC	WD	
SESIR	B3	Battery – Staff Member/Law Enforcement	WD		
SESIR	B4	Battery – Serious (Injuries)	WD		

Type of Incident			1 st Consequence	2 nd Consequence	3 rd Consequence
Attendance and Rule Violation					
	NA	Non-attendance	W, G	PC	WD
	OA	Out of Assigned Area	W	PC	WD
	DC	Dress Code Violation	W	PC	PC
	C1	Cheating (Plagiarism) – High School Course	W	PC	WD
	C2	Cheating (Plagiarism) – Dual Enrollment	PC	WD	
SESIR	E	Electronic Devices (offensive/unlawful)	W	PC	WD
	CP	Cell Phone Violation	W	PC	WD

Type of Incident			1 st Consequence	2 nd Consequence	3 rd Consequence
Property Incidents					
	T1	Theft – Petty <\$300	PC	WD	
SESIR	T2	Theft – Grand >\$300	PC	WD	
	V1	Vandalism/Damage to Property < \$1000	PC (Restitution)	WD (Restitution)	
SESIR	V2	Vandalism/Damage to Property > \$1000	WD (Restitution)		
SESIR	T3	Technology – Inappropriate Use	PC	WD	
SESIR	T4	Technology – Illegal Use	PC	WD	
SESIR	AR	Arson	WD		
SESIR	FS	Fire – Starting on Campus	WD		
SESIR	BG	Burglary – Unlawful breaking/entering	WD		

Type of Incident			1 st Consequence	2 nd Consequence	3 rd Consequence
Other Criminal Incidents					
SESIR	OS	Other Serious Incident/Delinquent Act	WD		
SESIR	W	Weapons	WD		
SESIR	R	Robbery	WD		
SESIR	SB	Sexual Battery/Rape	WD		
SESIR	K	Kidnapping or Abduction	WD		
SESIR	BT	Bomb Threat	WD		

Type of Incident			1 st Consequence	2 nd Consequence	3 rd Consequence
Bus Behavior Incidents					
	BB1	Level I – Failure to follow directives	W	PC	WD
	BB2	Level II – Failure to follow bus safety guidelines. Getting out of seat while bus is in motion, inappropriate comments, throwing objects out of the window at students, pedestrians or motorists.	W	PC	WD
	BB3	Level III – Threats against bus operator, attendance, or passenger on the bus. Profanity towards staff. Vandalism on seats or bus equipment.	PC	WD	
	E	Electronic Devices (offensive/unlawful)	W	PC	WD
	C1	Cell Phone Violation	W	PC	WD

All incidents are subject to consultation with the School Resource Officer and **FSU Police Department.*



THE COLLEGIATE SCHOOL

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Student Code of Conduct

The Collegiate School believes that school should be a place where teachers can teach and students can learn. Maintaining an optimal environment for learning is dependent upon all constituents of the school community fulfilling their responsibilities and realizing their rights. The intent of the **Code of Student Conduct** is to provide an effective teaching-learning process and the school's responsibilities for student health, safety, and welfare. This **Code of Student Conduct** is prescribed in Section 1006.07, Florida Statutes, and may be supplemented by the policies and regulations of FSU (Florida State University).

Student Responsibilities

- Students must know and obey the **Code of Student Conduct**.
- Students must obey state and local laws as well as all adults representing the school.
- Students must attend school/classes regularly.
- Students must treat themselves and others with respect.
- Students must report hazardous or dangerous situations to an adult in authority.
- Students on the TCS (The Collegiate School) campus must be under the supervision of an adult at all times.
- Students must adhere to all school, classroom, or general area rules.

Student Rights

- Students have the right to expect clear rules and professional explanation. *
- Students have the right to expect fair enforcement of rules without discrimination.
- Students have the right to expect a safe and orderly environment.
- Students have the right to expect to be treated with dignity and respect.

**TCS will provide annually a student explanation of the Code of Conduct to every student in a class setting, assembly, or similar manner.*

Progressive Discipline

The director or the director's designee shall determine consequence(s) to impose for a violation of the Code of Student Conduct which may include withdrawal of the student from TCS. When deciding what disciplinary action should be taken, the director or designee shall consider the student's age, exceptionality, previous conduct, probability of recurring violation, intent, attitude, and the severity of the offense. Whenever possible, disciplinary action shall be imposed in a progressive manner.

Zero Tolerance – Section 1006.13, Florida Statutes

Students who are found to have committed offenses that involve bringing a firearm or weapon (as defined in Chapter 790, FS) to school, a school function, or any school sponsored transportation, or possessing a firearm or weapon at school are subject to being expelled without continuing services for a period of not less than one (1) year. Students making a threat or false report involving school or school personnel's property, school transportation, or a school sponsored activity are subject to permanent withdrawal or formal expulsion.

Search and Seizure – Section 1006.09(9) Florida Statutes

School Administration, TCS SRO (School Resource Officer), and FSU Police, local law enforcement officials reserve the right to search any school property for suspected contraband (e.g., drugs, weapons, etc.). Students' clothing, persons, backpacks, and property may be searched when reasonable suspicion or evidence exists.

Violations of the Law

Students are subject to arrest and prosecution for committing violations of the Code of Student Conduct, which are also determined to be violations of civil or criminal law. The School Resource Officer (SRO) and other law enforcement officers have the power and authority to conduct investigations independent of those conducted by school, including family, staff, administration, and guidance personnel, for the same incident. Furthermore, the sanctions imposed by the school for misconduct are separate and distinct from the consequences that may be imposed following the arrest and prosecution of a student for a violation of the law originating from the same incident.

Consequences/Interventions

All members of the school are responsible for maintaining appropriate documentation of student misconduct. A **referral** is a written report to the school administration by school faculty or staff documenting student misconduct.

Consequences and/or interventions for such behaviors may include but are not limited to parent or student contract, behavior contract, last chance agreement, referral for counseling, out of school suspension, intervention with SRO, withdrawal of invitation, expulsion. Consequences for unacceptable behavior will be administered in accordance with the discipline matrix. More than one action may be taken for unacceptable behavior.

Students assigned to Out-of-School Suspension will receive all missed assignments and be awarded credit for work turned in to the teacher. The work missed is due upon the student's return to school, in accordance with the Attendance Procedures. The Director or designee may intervene in extenuating circumstances. Any student who is assigned to in or Out-of-School Suspension is prohibited from attending any school function during the time they are serving the consequence. Any student who received two or more referrals in a semester will NOT attend field trips and/or extra-curricular events in that semester.

The Discipline Committee is composed of the director or designee, school resource officer, teacher from representatives, and the student services coordinator. Subcommittees of the Discipline Committee may be convened as appropriate.

Physical Acts of Aggression

Incidents of pushing, shoving, tapping, hitting, kicking, punching, fighting, etc., are all categorized as physical acts of aggression. In determining the consequences applicable to the situation, all parties are considered to be responsible for their actions. Physical acts of aggression will result in an out of school suspension or withdrawal from the school.

Cellular and Wireless Devices

In accordance with state law, students may possess cellular phones and other wireless communication devices on school property and school-sponsored transportation, as long as the students adhere to the restrictions provided by the school. Any unauthorized use of cellular phones and other wireless communication devices during the instructional school day, while on school-sponsored transportation, or Code of Student Conduct at such times as not authorized by the Director or designee, is prohibited as it disrupts the instructional program or distracts from the educational environment.

Possession of Cellular Devices

Students may possess cellular phones and other wireless communication devices on school property and school-sponsored transportation, provided such cellular phones and other wireless communication devices are not visible, used or activated, and are kept in the "off" position during instructional times any periods designated for non-use by the school. Students must keep their cellular phones and other wireless communication devices stored in a purse, backpack, or other non-visible secure location. The director or director's designee may modify the instructional school day to establish other authorized times of use in addition to when students are waiting for the beginning of the instructional school day or waiting for a school bus at the end of the instructional school day, including the designation of areas of the school campus for such use.

Unauthorized Use of Devices

A student's possession, display or use of a cellular phone and other wireless communication devices on school property contrary to the provisions of these procedures shall be viewed as the unauthorized use of the cellular phone or other wireless communication devices when such possession, display or use of such devices results in conduct which includes, but is not limited to:

- A. Interference with or disruption of the instructional or educational environment.
- B. Use which violates academic integrity, as the reproduction of images of tests, communication of test or examination contents or answers, to provide access to unauthorized school information or assistance to students in any aspect of their instructional program in a manner that violates the Student Code of Conduct.
- C. The communication of the marks or grades assigned to students resulting from evaluation or the actual contents, or parts thereof, of any evaluation activity being completed by an individual(s).
- D. Use to commit a crime, under federal or state law.
- E. Violation of a student's or other person's reasonable expectation of privacy, by using such devices with photographic capabilities in school spaces, restrooms, any other student changing areas, or the classroom, whether such use occurs during the instructional school day or on school property. Cellular phones and other wireless communication devices may not be utilized to take "photographs" or "videos" while on school property, while on school-sponsored transportation, or while a student is engaged in school-sponsored activities.

- F. Use in a manner that is profane, indecent, obscene, threatening, discriminatory, bullying, or harassing language, pictures or gestures. Cellular phones and other wireless communication devices which have the capability to take "photographs" or "moving pictures" shall not be used for such purposes while on school property, while on school-sponsored transportation, or while a student is engaged in school-sponsored activities.

Other Acceptable Uses

Cellular phones and other wireless communication devices are permissible in circumstances such as instructional or educational purposes, documented plans such as an IEP (Individual Educational Plan) or 504, management of a healthcare plan, and other instances designed by instructional staff and school administrators.

Consequences

An offense shall occur each time these procedures are violated regardless of the specific device or devices involved. However, the possession of multiple devices at one time shall be regarded as one offense. Any cellular phone or wireless communication device possessed or used in violation of these procedures shall be confiscated by school personnel, absent compelling and unusual circumstances, and returned to the student's parent or guardian or another adult designated by the parent or guardian. If a cellular phone or wireless communication device is confiscated, the device shall be taken to the school's main office to be identified and placed in a secure area. Students will be disciplined as provided in these procedures. The application of discipline for violations will be progressive except for those instances where there are additional aggravating factors, as outlined in the exclusive listing in paragraph 4 of this document. Any additional aggravating factors may subject the student to more stringent discipline consequences and /or reports to law enforcement agencies.

Responsibility/Liability

Any student who chooses to bring a cellular phone or another wireless communication device to school shall do so at his or her own risk and shall be personally responsible for the security of his or her cellular phone or wireless communication device. The school personnel will assume no responsibility or liability for loss, theft, damage or vandalism to a cellular phone or other wireless communication device brought onto school property, or for the unauthorized use of any such device.

Bullying and Harassment

Students and school employees at The Collegiate School are entitled to have an educational setting that is safe, secure, and free from harassment and bullying of any kind. The district will not tolerate bullying and harassment of any type. Conduct that constitutes bullying and harassment, as defined herein, is prohibited.

The school district upholds that bullying or harassment of any student or school employee is prohibited:

1. During any education program or activity conducted by a public K-12 educational institution;
2. During any school-related or school-sponsored program or activity;
3. On a school bus of a public K-12 educational institution; or
4. Through data or computer software accessed through a computer, system, or computer network of a public K-12 education institution.

The school district believes that standards for student behavior must be set cooperatively through interaction among the students, parents/legal guardians, staff, and community members producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for district and community property on the part of students, staff, and community members. Since students learn by example, school administrators, faculty, staff, and volunteers will demonstrate appropriate behavior, treat others with civility and respect, and refuse to tolerate bullying or harassment.

All administrators, faculty, and staff, in collaboration with parents, students, and community members, will incorporate systemic methods for student and staff recognition through positive reinforcement for good conduct, conforming to reasonable standards of socially acceptable behavior, respecting the person, property, and rights of others, obeying constituted authority, responding to those who hold that authority, self-discipline, good citizenship, and academic success, as seen in the required school plan to address positive school culture and behavior.

Students, parents/legal guardians, teachers, school administrators, counseling staff, and school volunteers shall be given instruction, at least, annually on the district's policies and regulations against bullying and harassment. The instruction shall include evidence-based methods of preventing bullying and harassment, as well as how to effectively identify and respond to bullying in schools.

Definition of Bullying and Harassment

Bullying means systematically (carried out with a system, method, or plan) and chronically (continuing for a long period of time) inflicting physical hurt or psychological distress on one or more students or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation, or unreasonably interfere with the individual's school performance or participation, and may involve but is not limited to:

1. Teasing

2. Social Exclusion
3. Threat
4. Intimidation
5. Stalking
6. Cyber-stalking
7. Cyber-bullying
8. Physical violence
9. Theft
10. Sexual, religious, gender, ethnic or racial harassment
11. Harassment of any kind involving sexual orientation, socio-economic status, or family background
12. Public humiliation
13. Destruction of property
14. Rumor or spreading of falsehoods

Harassment means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that places a student or school employee in reasonable fear of harm to his or her person or damage to his or her property and/or has the effect of substantially interfering with a student's educational performance.

Bullying and **harassment** also encompass retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.

Perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by:

- Incitement or coercion.
- Accessing or knowingly causing or providing access to data or computer software through a computer, computer system, or computer network within the district school system's scope.
- Acting in a manner that has an effect substantially similar to the effect of bullying or harassment.

Cyber-stalking as defined in s. 784.048(1)(d), F.S., means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at a specific person, causing substantial emotional distress to that person, and serving no legitimate purpose.

Cyber-bullying is defined as the willful and repeated harassment and intimidation of another person or persons through the use of digital technologies, including but not limited to email, blogs, social websites, chat rooms, instant messaging, text messaging, digital pictures or images, cellular telephone communications, and defamatory websites, regardless of whether such acts are committed on or off school property and with or without school resources. For off-campus conduct, the school will be responsive in cases where the off-campus conduct causes or threatens to cause a substantial disruption at school or interference with the rights of students to be safe and secure.

Reporting an act of bullying or harassment, including provisions that permit a person to anonymously report such an act is as follows:

- The Director or the Director’s designee is responsible for receiving complaints alleging violations of these procedures. All school employees are required to report alleged violations of these procedures to the Director or the Director’s designee. All other members of the school community, including students, parents/legal guardians, volunteers, and visitors are encouraged to report any act that may be a violation of these procedures, anonymously or in- person, to the Director or Director’s designee.
- A school employee, school volunteer, student, parent/legal guardian, or other persons who promptly report in good faith an act of bullying or harassment to the appropriate school official, and who makes this report in compliance with the procedures set forth by the district, is immune from a cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident. Submission of a good-faith complaint or report of bullying or harassment will not affect the complainant or reporter’s future employment, grades, learning or working environment, or work assignments.
- Any written or oral reporting of an act of bullying or harassment shall be considered an official means of reporting such act(s). Reports may be made anonymously but formal disciplinary action may not be based solely on the basis of an anonymous report.

Procedure for Prompt Investigation

1. The Director or designee selects a designee(s), employed by the school, trained in investigative procedures to initiate the investigation. The designee(s) may not be the accused perpetrator (harasser or bully) or victim.
2. Documented interviews of the victim, alleged perpetrator, and witnesses are conducted privately, separately, and are confidential. Each individual (victim, alleged perpetrator, and witnesses) will be interviewed separately, and at no time will the alleged perpetrator and victim be interviewed together.
3. The investigator shall collect and evaluate the facts including, but not limited to:
 - Description of incident(s) including nature of the behavior, the context in which the alleged incident(s) occurred, etc.
 - How often the conduct occurred.
 - Whether there were past incidents or past continuing patterns of behavior.
 - The relationship between the parties involved.
 - The characteristics of parties involved (i.e., grade, age, etc.).
 - The identity and number of individuals who participated in bullying or harassing behavior.
 - Where the alleged incident(s) occurred.
 - Whether the conduct adversely affected the student’s education or educational environment.
 - Whether the alleged victim felt or perceived an imbalance of power as a result of the reported incident.
 - The date, time, and method in which the parents/legal guardians of all parties involved were contacted.

4. Whether a particular action or incident constitutes a violation of these procedures requires a determination based on all the facts and surrounding circumstances and includes:
 - a. Recommended remedial steps necessary to stop the bullying and/or harassing behavior; and a written final report to the Director.
 - b. The maximum of ten (10) school days shall be the limit for the initial filing of incidents and completion of the investigative procedural steps. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of bullying and/or harassment, and the investigative procedures that follow. Students who commit acts of bullying or harassment may be suspended, withdrawn, or expelled, as outlined in the Code of Student Conduct.
 - c. A Director or designee will assign a designee(s) that is trained in investigative procedures to initiate an investigation of whether an act of bullying or harassment is within the scope of the school district.
 - d. The trained designee(s) will provide a report on the results of the investigation with recommendations for the Director to make a determination if an act of bullying or harassment falls within the scope of the district.
 - If it is within the scope of the district, move to Procedures for Investigating Bullying and/or Harassment.
 - If it is outside the scope of the district and determined to be a criminal act, refer to appropriate law enforcement.
 - If it is outside the scope of the district and determined not to be a criminal act, inform parents/legal guardians of all students involved.

Procedure for Notifying Parents and Legal Guardians

1. The Director, or designee, shall promptly **report via telephone, personal conference and/or in writing, the occurrence of any incident of bullying or harassment, as defined by these procedures, to the parent or legal guardian of all students involved** on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA (Family Educational Rights and Privacy Act)).
2. If the bullying incident results in the perpetrator being charged with a crime, the Director, or designee, shall, by telephone or in writing by first class mail, inform parents/legal guardian of the victim(s) involved in the bullying incident about the Unsafe School Choice Option (No Child Left Behind, Title IX, Part E, Subpart 2, Section 9532) that states "...a student who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary school or secondary school within the local educational agency, including a public charter school."
3. Once the investigation has been completed and it has been determined that criminal charges may be pursued against the perpetrator, all appropriate local law enforcement agencies will be notified by telephone and/or in writing.

Procedure for regularly reporting to a victim's parents/legal guardians the actions taken to protect

the victim

The Director or designee shall, by telephone and/or in writing, report the occurrence of any incident of bullying as defined by these procedures to the parent or legal guardian of all students involved on the same day an investigation of the incident has been initiated. According to the level of infraction, parents/legal guardians will be notified by telephone and/or writing of actions being taken to protect the child; the frequency of notification will depend on the seriousness of the bullying or harassment incident. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

Procedure for Counseling Referral for Victims and Perpetrators

The procedure is outlined as follows:

1. The teacher or parent/legal guardian may request informal consultation with school staff (specialty staff, e.g., school counselor, school psychologist, etc.) to determine the severity of concern and appropriate steps to address the concern (the involved students' parents or legal guardian may be included).
2. Referral process to provide professional assistance or services that includes:
 - A. School personnel or parent/legal guardian may refer a student to the school intervention team (or equivalent school-based team with a problem-solving focus) for consideration of appropriate services. (Parent or legal guardian involvement is required at this point.)
 - B. If a formal discipline report or formal complaint is made, the Director or designee must refer the student(s) to the school intervention team for determination of counseling support and interventions. (Parent or legal guardian involvement is required at this point.)
3. A school-based component to address intervention and assistance as determined appropriate by the intervention team that includes:
 - A. Counseling and support to address the needs of the victims of bullying or harassment.
 - B. Research-based counseling/interventions to address the behavior of the students who bully and harass others (e.g., empathy training, anger management).
 - C. Research-based counseling/interventions which includes assistance and support provided to parents/legal guardians, if deemed necessary or appropriate.

Consequences for Bullying or Harassment

Consequences for a student of a public K-12 educational institution who commits an act of bullying or harassment:

- Consequences and appropriate remedial action for students who commit acts of bullying or harassment may range from positive behavioral interventions up to and including suspension, withdrawal, or expulsion, as outlined in the discipline matrix.

Consequences for a student of a public K-12 educational institution who is found to have **wrongfully and intentionally accused** another of an act of bullying or harassment:

- Consequences and appropriate remedial action for a student found to have wrongfully and intentionally accused another as a means of bullying or harassment range from positive behavioral interventions up to and including suspension, withdrawal, or expulsion, as outlined in the discipline matrix.

Reporting of School Safety and Discipline Data

The school district will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data, which includes **bullying/harassment** as an incident code, as well as **bullying related** as a related element code. The SESIR definition of bullying/harassment is unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student that is severe or pervasive enough to create an intimidating, hostile or offensive educational environment, cause discomfort or humiliation, or unreasonably interfere with the individual's school performance or participation. If a bullying and/or harassment incident occurs, then it will be reported in SESIR with the **bullying/harassment** code. If the bullying/harassment results in any of the following SESIR incidents, the incident will be coded appropriately using the relevant incident code AND the related element code entitled **bullying-related** code. Those incidents are:

- Alcohol
- Aggravated Battery
- Arson
- Battery
- Breaking and Entering
- Bullying
- Burglary
- Disruption on Campus
- Drug Sale/Distribution of Alcohol
- Drug Use/Possession Excluding Alcohol
- Fighting
- Harassment
- Hazing
- Homicide
- Kidnapping
- Larceny/Theft
- Robbery
- Sexual Assault
- Sexual Battery
- Sexual Harassment
- Sexual Offenses
- Threat/Intimidation
- Vandalism
- Weapons Possession
- Other Major (Other major incidents that do not fit within the other definitions)

Discipline and referral data will be recorded in the Student Discipline/Referral Action Report and FOCUS. The district will provide bullying incident, discipline, and referral data to the Florida Department of Education in the format requested through Survey 5 from Education Information and Accountability Services and at designated dates provided by the Department.

Discipline for Students eligible for services under the Individuals with Disabilities Education Act (“IDEA”)

Statutes and Rules

The discipline of all students with disabilities (“ESE”) is governed by federal statutes and regulations under the Individuals with Disabilities Education Act (“IDEA”) as well as Florida Statutes.

If the district knows or should know that a student may be eligible for special education and related services but has not yet determined such eligibility, that student may assert all or any of the protections stated within these procedures.

Suspension

Suspension is the temporary removal of a student from all classes of instruction on public school grounds and all other school-sponsored activities, for a period not to exceed ten (10) cumulative school days per year. Any removal from school, even if the necessary paperwork for a formal suspension is not initiated or completed, counts toward the 10-day rule. Every day a student with a disability spends out of school because of school action, whether formal or informal, apply towards the 10-day limit.

The Director or a designee may remove a student eligible for services under the IDEA (Individuals with Disabilities Education Act) for up to **ten (10) cumulative school days per calendar year** for disciplinary infraction(s). The IEP team must meet no later than the tenth (10th) day of the cumulative suspension to determine if the student’s behavior is a manifestation of the student’s disability.

Expulsion

Expulsion is the removal of the right and obligation of a student to attend a public school under conditions set by the board, for a period not to exceed the remainder of the term or school year and one additional year of attendance.

Expulsion cannot be considered for students eligible for services under the IDEA because it would end educational services for that time.

A Manifestation Determination Review (MDR).

MDR is a process by which parents and the school meet to determine if the student is being subjected to a disciplinary change in placement for behavior that is a manifestation of his or her disability. Whenever a student with a disability is subjected to a disciplinary change of placement (e.g., suspension or expulsion), the school district must conduct an MDR within 10 days of the decision to remove the student from school.

In Cases of Drugs or Alcohol

These procedures for the discipline of students eligible for services under Section 504 is designed to comply with State Board of Education Rule 6A-6.0331(8), the Section 504 Regulations at 34 C.F.R. Part 104, and 29 U.S.C. § 794 (“Section 504”). The phrase “eligible for services under Section 504” refers to students with active Section 504 accommodation plans and students with disabilities who require Section 504 plans. However, if the student’s sole impairment is drug or alcohol dependence, the student is not eligible for protection under Section 504 or the ADA if the student is currently a user of illegal drugs or alcohol. Such students may be disciplined in the same manner as other students for use or possession of illegal drugs or alcohol and will receive the same due process and substance- abuse assistance as other students under those Policies.

Definitions

The words suspension and expulsion of students eligible for services under Section 504 shall have the following meanings through these procedures:

- A. **Suspension.** Pursuant to Fla. Stat. § 1003.01(5) (a) suspension, also referred to as out-of-school suspension, is defined as the temporary removal of a student from all classes of instruction on public school grounds, except as authorized by the Director/designee, for a period up to ten
 - 1. (10) cumulative school days and remanding of the student to the custody of the student’s custodial parent with specific homework assignments for the student to complete. *Any removal from school, even if the necessary paperwork for a formal suspension is not initiated or completed, counts toward the 10-day rule. All days a student with a disability spends out of school because of school action, whether formal or informal, apply toward the 10-day limit.*
- B. **Expulsion.** As defined in Fla. Stat. § 1003.01(6) expulsion is the removal of the right and obligation of a student to attend a public school under conditions set by the Board, and for a period of time not to exceed the remainder of the term or school year and one (1) additional year of attendance. Expulsions may be imposed with or without continuing educational services (subject to Section (4) (f) below) and shall be reported accordingly.
- C. **Re-evaluation.** Students with active Section 504 accommodation plans who are recommended for suspension in excess of ten (10) days, or expulsion, must have a re-evaluation prior to a significant change in placement, as required by 34 C.F.R. § 104.35(d). Students with disabilities, suspected of being eligible for services under Section 504, who are recommended for suspension in excess of ten (10) days, or expulsion, must be evaluated prior to a significant change in placement, as required by 34 C.F.R. § 104.35(b).

Suspension of Students under Section 504/ADA

Unless otherwise indicated by their accommodation plans, students eligible for services under Section 504 are expected to follow the rules of the student conduct code. Students who are eligible for services under Section 504/ADA may be suspended for infractions as defined for all students in the Code of Conduct, with the following limitations:

- D. **Suspension for Ten (10) Cumulative Days or Less.** Unless otherwise indicated by their

accommodation plans, student suspension procedures will be followed for students eligible for services under Section 504/ADA and recommended for suspension for ten (10) cumulative days or less.

- E. **Any Suspension beyond Ten (10) Cumulative Days.** No student eligible for services under Section 504/ADA shall be suspended beyond ten (10) cumulative days per school year, except through the following procedure. It is the responsibility of the Director or designee to monitor all serial/cumulative suspensions. **NOTE:** If a student has been referred for ESE (Exceptional Student Education) evaluation prior to or during the Section 504 manifestation determination, the student is then protected under the IDEA for discipline provisions. Therefore, the team must treat the student as an ESE student. The Director/designee shall notify the 504 Multi-Disciplinary Team immediately when a student who is or may be eligible for services under Section 504/ADA violates the student conduct code and will be considered for suspension for more than ten (10) cumulative days per school year.

Expulsion of Students under Section 504/ADA

Students eligible for services under Section 504/ADA may be recommended for expulsion as defined for all students. The Director or designee shall notify the 504 Multi-Disciplinary Team immediately when a student with a Section 504 plan is being recommended for expulsion. Within twenty-four (24) hours of the recommendation for expulsion, the Director or designee shall provide written notice to the custodial parent/guardian and the student of the proposed expulsion and the date and time of the scheduled 504 Multi-Disciplinary Team meeting to determine manifestation of disability. The procedures for conducting an MDR and for ensuring parental participation set forth in the Code of Conduct above shall apply to proposals for expulsions.

Attachment H
Articles of Incorporation

**Electronic Articles of Incorporation
For**

N23000001721
FILED
February 09, 2023
Sec. Of State
dlokeefe

FLORIDA STATE UNIVERSITY PANAMA CITY DEVELOPMENTAL
LABORATORY CHARTER SCHOOL, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

FLORIDA STATE UNIVERSITY PANAMA CITY DEVELOPMENTAL
LABORATORY CHARTER SCHOOL, INC.

Article II

The principal place of business address:

4750 COLLEGIATE DRIVE
PANAMA CITY, FL. 32405

The mailing address of the corporation is:

4750 COLLEGIATE DRIVE
PANAMA CITY, FL. 32405

Article III

The specific purpose for which this corporation is organized is:

TO PROVIDE A QUALITY EDUCATION FOR ALL STUDENTS ENROLLED IN
THE PROGRAM THAT PREPARES GRADUATES FOR SUCCESS IN
POST-SECONDARY EDUCATION AND THE WORKPLACE WITH THE
COMMITTED INVOLVEMENT OF POST-SECONDARY, BUSINESS, AND
COMMUNITY PARTNERS.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

DEBBI WHITAKER
4750 COLLEGIATE DRIVE
PANAMA CITY,, FL. 32405

I certify that I am familiar with and accept the responsibilities of
registered agent.

Registered Agent Signature: DEBBI WHITAKER

N23000001721
FILED
February 09, 2023
Sec. Of State
dlokeefe

Article VI

The name and address of the incorporator is:

RANDALL W. HANNA
4750 COLLEGIATE DRIVE

PANAMA CITY, FL 32405

Electronic Signature of Incorporator: RANDALL W. HANNA

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The effective date for this corporation shall be:

02/09/2023

Attachment I:

501c3 Tax Exempt Status

The Collegiate School at FSU Panama City is a developmental laboratory charter school under the direction and advisement of the FSU College of Education. The Collegiate School was incorporated in January 2023 as a Florida non-profit corporation and will apply for federal non-profit status as 501c3 within two years of school operation.

Attachment J
Governing Board Bylaws

BYLAWS OF

FLORIDA STATE UNIVERSITY PANAMA CITY DEVELOPMENTAL LABORATORY CHARTER SCHOOL, INC.

ARTICLE I – OFFICES

The principal office of the Corporation shall be in the County of Bay, State of Florida. The Corporation also may have such other offices in other places within or without the State of Florida as the Board of Directors (“Board”) may from time to time determine.

ARTICLE II – MEMBERS

A. General:

1. The Corporation members shall be composed solely of the Board. The Corporation shall be a Florida non-profit corporation.
2. The qualifications and rights of the members, quorum, and voting requirements for meetings and activities of the members, shall be as set forth in these Bylaws for the Board.

ARTICLE III

A. General:

1. The Board of the Corporation shall constitute the membership of the corporation.
2. Except as otherwise required by law or provided by these bylaws, the entire control of the Corporation and its affairs and property shall be vested in its Board. The Board shall consist of not less than five or more than 9 voting members.

B. Function- Policy and Procedures:

1. Subject to the foregoing, the number and type of Board members may be fixed from time to time by action of the Board. Any change in the number of Board members shall require the vote of a majority of the voting members of the Board and the approval of Florida State University. No decrease in the number of members serving on the Board shall shorten the term of any Board members holding office. Two types of Board membership shall be recognized:

(1) Voting Members

(2) Non-Voting Members

2. The Chief Executive Officer of the Corporation shall be the current Director of The Collegiate School FSU PC (hereinafter "TCS" or "The Collegiate School"). The Director, with Board oversight, is responsible for the day-to-day operations of the school and executing Board policy.
3. There shall be one voting member parent representative on the Board. A parent representative must have a student enrolled at The Collegiate School at FSU PC when beginning a term of office. This parent representatives shall be elected by a majority of sitting Board members. The parent representatives shall take office effective on or before forty-five (45) days after the start of the school year and shall serve a two-year staggered term not to exceed four terms.
4. There shall be three voting member community representatives selected from the solicitation of interested candidates, who are not parents of any currently enrolled student, and are representative of the demography of the school. Representatives shall be elected by a majority of the sitting Board. Representatives shall be elected effective on or before forty-five (45) days after the start of the school year and shall serve a staggered two-year term not to exceed five consecutive two-year terms.
5. There shall be four voting member University representatives on the Board. These representatives shall be appointed by the President of FSU. Representatives shall be appointed effective on or before forty-five (45) days after the start of the school year and shall serve a staggered two-year term not to exceed four consecutive terms. In addition, the Dean of the College of Education or his representative shall serve on the board.
6. There shall be at least three non-voting members, consisting of 1) a representative of the faculty; 2) a School Advisor Chair; and 3) a student representative who shall be the President of the Student Body or his or her designee. The student representative shall serve on the Board in accordance with a duly adopted Board policy for student membership on the Board. The terms of non-voting members shall begin on or before forty-five (45) days after the start of the school year.

7. The Board shall hold its annual meeting on or before forty-five (45) days after the start of the school year. Board members shall be appointed or elected for terms commencing July 1, and such election or appointment shall take place at the annual meeting or as soon thereafter as possible. Each Board member shall hold office until the expiration of the term for which he or she was elected or appointed and qualified, or until his or her prior resignation or removal as hereinafter provided.
8. Any member of the Board may be removed from office with or without cause by a majority vote of the voting members of the Board. The notice of a meeting of the Board to recall a Board member of the Board shall state the specific Board member sought to be removed. A proposed removal of a Board member at a meeting shall require a separate vote for each Board member sought to be removed. When removal occurs at a meeting, the Board shall promptly fill the vacancy consistent with these By-Laws at the same meeting or shortly thereafter.
9. Attendance at all board meetings, workshops and committee meetings is highly encouraged. Excessive absences will be addressed by the Board and appropriate action taken in a timely manner. It is each board member's responsibility to notify the board of expected absences or late arrival to all Board related functions. A Board member may resign at any time by giving written notice to the Board. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board. Acceptance of such resignation shall not be necessary to make it effective.
10. Unless otherwise provided herein, vacancies shall be filled in the same manner as set forth in these By-laws for, respectively, a parent Board member, a community Board member, or a University Board member. A Board member elected or appointed to fill a vacancy caused by resignation, death or removal shall be elected or appointed to hold office for the unexpired term of his or her predecessor.
11. Except to the extent provided herein, a majority of all voting members of the Board shall constitute a quorum. The Board may take no official action without the presence of a quorum other than to take roll and adjourn the meeting. Whenever a vacancy or vacancies on the Board shall prevent a quorum from

being present, then the quorum shall consist of a majority of the members still holding office. When there is a quorum, except to the extent otherwise provided by law and the Bylaws, actions of the Board shall be by a majority of the voting Board members present.

12. The Board shall serve without compensation, except for reasonable compensation for travel and related expenses actually incurred in carrying out his or her duties on behalf of the Corporation.

C. Board Meetings:

1. Except for the annual meeting of the Board, all other meetings shall be held at such time and place as shall be fixed by the Board from time to time. Meetings may be held in or out of the State of Florida. While a Board meeting may be conducted by phone or by any other means of electronic communications by which all Board members participating may simultaneously hear each other during the meeting, it is preferred for all Board meetings to be conducted with Board members physically present at the Board meeting. Proper notice shall be required for Board meetings. Special or emergency meetings may be called at the direction of the Chair of the Board or by a majority of the Board members. Written, oral, electronic or any other method of notice of the time and place of special or emergency meetings shall be given in sufficient time for the convenient assembly of the Board and the public shall be notified.
2. The order of business at any meeting of the Board of the Corporation shall be as recommended by the Chairman and approved by the Board. Workshops may be held prior to Board meetings, but official Board action must be taken during a Board meeting. The order of business at any meeting may be changed by a vote of a majority of the voting Board present.
3. The Board may call an emergency meeting and exercise all emergency powers permitted in accordance with Chapter 617, Florida Statutes. Whenever an emergency exists, a majority of voting Board members present at an emergency meeting shall determine any emergency actions to be taken.

D. Board Positions and Functions:

1. The Board shall elect a Chair of the Board who shall serve as President of the

corporation, a Vice President, a Secretary, and a Treasurer. Each of these Board positions shall hold office until the Board's annual meeting and his or her successor has been duly elected. The Board may remove any officer at any time by majority vote.

- A. The President shall preside over all meetings of the Board, shall have responsibility for oversight of the Corporation's policies and shall cause the resolutions of the Board to be affected.
 - B. The Vice-President shall assist the President in carrying out his or her duties. If the Chair is not present, the Vice-Chair will serve as Chair and preside over Board meetings. If the Chair and Vice-Chair are unable to serve, the Treasurer will temporarily serve as Chair and Treasurer.
 - C. The Treasurer shall be the reporter of the Corporation's funds. The Treasurer shall ensure that the Corporation complies with all statutory requirements pertaining to committees.
 - D. The Secretary shall ensure that accurate minutes of the Board meetings are routinely maintained, shall ensure that the Corporation complies with all statutory requirements pertaining to meetings, submission of reports and other corporate activities and shall be responsible for maintaining accurate records and information about terms of office for Board members, including years served, appropriate staggering of terms, and the respective Board position filled by each Board member (ex. University Board position, community Board position).
2. The Board Officers shall serve without compensation, except for reasonable compensation for travel and related expenses actually incurred in carrying out duties on behalf of the Corporation.

E. Insurance, Bonds, and Indemnification

1. The Corporation shall obtain and maintain throughout its existence reasonable commercially available liability insurance for officers and directors, commonly known as an "errors and omissions policy" in such amount as shall be recommended by Florida State University, which shall provide coverage to all officers, Board members, and employees of the Corporation.

2. The Corporation shall obtain and maintain throughout its existence reasonable commercially available general liability insurance for the Corporation and its officers, Board members, and employees.

3. All Board members shall furnish a set of fingerprints so that background checks can be conducted as required by law.

4. The Corporation shall indemnify and hold harmless all officers, Board members and employees of the Corporation, as provided in Chapter 617, Florida Statutes, and as otherwise provided by law. In addition, the Corporation shall indemnify and hold harmless all officers, Board members, and employees of the Corporation against civil liability for any tort or contractual liability which arises out of any act or failure to act on behalf of the Corporation, provided that the officer, Board member, or employee does not breach or fail to perform his or her duties as an officer, Board member, or employee as provided in Chapter 617, Florida Statutes, and as otherwise provided by law.

ARTICLE IV- AMENDMENTS

A. Amendments

Amendments to the Articles of Incorporation or Bylaws may be considered at any meeting of the Board. However, before any amendment to the Articles of Incorporation or Bylaws may be adopted and effective, it must be reduced to writing and provided to the Board members and Board Secretary. Amendments to the Articles of Incorporation or Bylaws will become effective if a majority of the voting Board members vote in favor of such change.

ARTICLE V- COMMITTEES

A. Power to Appoint Committees:

1. The President may appoint committees with duties and responsibilities as the Board may from time to time determine. Each committee shall keep minutes of its proceedings, and after each meeting transmit a copy of such minutes to the Secretary, and/or to such other person(s) designated by the Board. Committees shall have such authority as the Board may delegate except to the extent prohibited by law. Committee meetings shall be publicly noticed and open to the

public.

2. Executive Committee -The Board may designate, from among their number, an executive committee, which shall consist of the President, Vice-President, Secretary and Treasurer of the Corporation. Committees shall have such authority as the Board may delegate except to the extent prohibited by law.

3. The Board is empowered to create a Nominating Committee to recommend appointments to the Board. A majority of the Nominating Committee shall consist of Board members. The Nominating Committee shall solicit interested candidates representing the demography of the school. Candidates shall provide a Letter of Application, including biographical and professional information, to the Nominating Committee. Upon review the Nominating Committee shall recommend a slate of candidates for consideration as voting members no later than May 1 of each year.

4. The Board is empowered to appoint a Budget Committee which will consist of Board members and be chaired by the Board Treasurer. The Budget Committee will act pursuant to authority delegated to it by the Board, and its duties and responsibilities will include, but are not limited to the following:

- a. Review the annual school budget and make recommendations to the Board regarding the annual school budget;
- b. Review any proposed expenditure of funds beyond an amount determined by the Board and make recommendations to the Board regarding such proposed expenditure;
- c. Ensure that the school fiscal operations are conducted in a reasonable and prudent manner and consistent with bond obligations and state law.

The foregoing by laws were adopted by the Board on the 24th day of March, 2023

DocuSigned by:
Kevin Forehand
EC138AB3C407406...

Chair

Attachment K: Governing Board Ethics and Conflict of Interest Policy

All board members are trained in standards of ethical practice and how to recognize, report, and address potential conflicts of interest. Each board member must complete school administration and ethics training to fulfill the requirements of Florida statutes. Board members must also pass a Level 2 background check and will comply with all conflict-of-interest rules for public officials contained in Florida Statutes.

Attachment M
Organizational Charts of School Governance, Management, and Staffing

The Collegiate School Organizational Chart

Position		Reports to
Board of Directors	Superintendent	FSU President
Director		Superintendent/Board of Directors
Faculty Administrators		Director
Teaching Faculty		Director
SRO		Director
Staff		Director or Designee

The Collegiate School Faculty and Staff Projections

Positions	Position Type	Year 1	Year 2	Year 3	Year 4 (Full Capacity)
Director	Administrator	1	1	1	1
Curriculum Specialist	Administrator		1	1	1
School Operations Specialist	Administrator	1	1	1	1
Student Services Specialist	Administrator	1	2	2	2
Registrar	Faculty	1	1	1	1
Administrative Specialist	Faculty	1	1	1	1
School Resource Officer	Faculty	1	1	1	1
High School Instructors	Faculty	7	9	12	15
Accountant	Faculty	1	1	1	1
Student Information Specialist	Faculty	1	1	1	1
Advisor	Faculty	1	1	1	1
Front Desk Manager	Staff	1	1	1	1
Technology Assistant	Staff	1	1	1	1
Paraprofessionals	Staff	4	4	4	4
Total Faculty and Staff		22	26	29	32

Attachment N
Job Description for School Leader and Resume

Principal/Director

Director Debbi Whitaker was the chosen candidate as The Collegiate School's charter director/principal. Prior to her work at The Collegiate School, Whitaker was Dean of Student Services, Dean of Middle School, and Instruction Leader at a top 10 charter school in Florida. Her work with high achieving students and their families made her an exceptional candidate alongside her experiences in the charter school arena. As a charter member of a school start-up that is now one of the highest performing schools in Florida, Mrs. Whitaker fulfilled needs of The Collegiate School as an innovative and flexible leader with exceptional skills with navigating school life with students and families. Whitaker holds a master's degree in educational leadership, teacher certification in Florida, and numerous certifications related to school leadership, safety, and management.

Director

The Director is responsible for all aspects of FSU PC Collegiate High School as a Developmental Research School (DRS) and Charter School under Florida State University including:

- Creation, implementation, and oversight of school policies and procedures
- Leadership and supervision of all FSU PC Collegiate High School employees,
- Development and implementation of an innovative vision for high school students in Bay County and enthusiasm to lead a team of educational professionals, students, parents, and stakeholders to accomplish the goals and mission of the school's charter,
- Oversight of all school programs, services, and operations to ensure school, university, and state policies are followed and the school meets its responsibilities as a DRS/Charter School,
- Creation, implementation, and maintenance of a systematic evaluation of the educational, administrative and support service needs at FSU PC Collegiate High School while developing comprehensive annual and long- term plans,
- Policy and procedure recommendations to the school's Board of Directors for adoption as needed to supplement State of Florida, Department of Education, and FSU regulations to contribute to a more effective and efficient operation of the school, and
- Development and maintenance of university and intergovernmental relations

The Director executes the power and authority assigned by the constitution and laws of the State of Florida, performing such duties and responsibilities as assigned to the director by law, rule or procedure by the State of Florida, Department of Education, and under the administrative management of Florida State University (FSU) and the guidance of the school's Board of Directors.

Debbi Whitaker
debbi.whitaker@gmail.com

Education

- 2021 Master of Education, Educational Leadership, University of West Florida
- 2005 Educator Preparation Institute Program for Alternative Certification, Gulf Coast State College
- 1989 Bachelor of Science Degree, Psychology, Troy State University
- 1986 Associate in Arts Degree, Chipola Junior College

Florida Education Certifications and Endorsements

Educational Leadership
Elementary Education (K-6)
Music Education (K-12)
English (5-9)
PreK-Grade 3
ESOL Endorsement

Recognitions

- 2021 Florida Music Education Association, Administrator of the Year Nominee
- 2016 Top Five Finalist for Bay County Teacher of the Year
- 2016 Teacher of the Year, University Academy
- 2013 Teacher of the Year, Newpoint Charter Academy

Community Involvement

- 2022-2023: Honorary Commander for Tyndall Air Force Base, 325th Fighter Wing
- 2019-Present: Bay Education Foundation Mentor and Advocate
- 2021-Present: Girls on the Run School Facilitator

Professional Experience

2021-Present: Dean of Student Services, University Academy, Panama City, Florida

- Oversight of all student services activities for Preschool through Eighth Grade (700+ students), including guidance counseling, positive behavior support programs, character education program, school wide monthly service project coordination, implementing first CTE coursework, Parent Teacher Organization oversight, administrative representative for military families and the Military Family Life Counselor contact point, teacher interview committee, schoolwide communication coordinator, coordinator of dismissal system for all grade levels, marketing representative, social media communication, crisis management and intervention, member of the school improvement and accreditation committee, safety committee, charter review committee, faculty mentoring, coordinator of faculty and student programs and events including Scripps National Spelling Bee qualifier, United Way Campaign, Girls on the Run, prospective family tours, high school transition coordinator, awards programs and graduation. It should be noted that administrative roles were restructured in the summer of 2021, with the creation of the Dean of Student Services position and the elimination of the Dean of Middle School as well as Dean of Elementary positions in order to create a true K-8 school model.

2016-2021: Dean of Middle School, University Academy, Panama City, Florida

- Oversaw all functions of middle school (grades 6-8), to include scheduling, oversight of 12 member faculty with 225 students, student behavior and discipline, parent communication, academic and behavior conferences, ordering of curriculum, coordinator of middle school trips, United Way Campaign coordinator, Bay Education Foundation mentor and school advocate, budgeting, involved in the rebuilding of the school post Hurricane Michael, assisted in the development and writing of school policies during the pandemic, coordinator and distributor of all student supplies, assisted with the coordination of History Fair, Invention Convention, Science Fair, First Lego League, Spelling Bee and any other supportive duties as assigned or requested by the Principal.

2013-2016: Classroom Teacher, University Academy, Panama City, Florida

- Fourth Grade (2 years) and Second Grade (1 year): Planned and developed data driven and research based lessons to meet and exceed Florida Standards in a collaborative environment with teammates, member of the leadership team, PBS committee, social committee member, school recognition funds committee member, coordinator of field trips, coordinator of school wide spelling bee, member of fourth grade team whose students achieved highest academic levels in Reading and Math 5 in the district, tied for fourth in the state of Florida for Math achievement levels.

2011-2013: English Language Arts Teacher for Seventh/Eighth Grade, Newpoint Charter Academy, Panama City, Florida

- Developed curricula for project based learning which included the integration of technology, small groups, whole group studies and individualized study, utilized data to plan and implement instruction for state assessment preparation, participated in Lesson Study teams, assisted administration with planning, marketing and fundraising, class sponsor for coordinating Washington, D.C. trip, teacher leader for the Common Core Standards and Trainings Seminar Series, faculty representative for the school recognition funds committee, student gains in ELA were contributing factor in letter grade improvement for the school.

2010-2011: Second Grade Teacher, Covenant Christian School, Panama City, Florida

- Developed instructional lessons based on learning styles, student needs and standards with all subjects being taught, integrated subjects to provide a more engaging classroom learning experience, Bay Education Foundation Grant recipient, faculty representative on the church appointed school committee. It should be noted that all administrative roles were restructured in the summer of 2010, with the elimination of the Lower School Principal and Upper School Principal roles, incorporating those into the Headmaster position.

2009-2010: Lower School Principal, Covenant Christian School, Panama City, Florida

- Recruited, toured and interviewed all prospective families and staff members, facilitated and coordinated back to school fair, open house, special events, coordinated the implementation of new English and Math curriculum for grades 1-5, faculty representative on the church appointed school committee, school representative for the Bay County Chamber of Commerce.

2006-2009: Teacher/Department Chair, Covenant Christian School, Panama City, Florida

- Preschool Teacher for 1 year, First Grade Teacher for 3 years, as well as Elementary Department Chair for 2 years, developed lessons based on learning styles, student needs and standards, maintained a controlled yet fun classroom of 18 (PreK) and 24 (First Grade) students, liaison for staff/administration.

1994-1998: Medical Staff Coordinator, Gulf Coast Medical Center, Panama City, Florida

- Administrative team member responsible for credentialing of 200+ member medical staff and ancillary staff, responsible for coordinating, scheduling and documenting all medical staff committee meetings as well as developing monthly call schedule, key contributor to the Joint Commission's review of all medical services, recognized as "best practices" for exemplars for other medical organizations.

1992-1994: Patient Representative, Gulf Coast Medical Center, Panama City, Florida

- Administrative team member responsible for the handling of all patient concerns/complaints, ombudsman for the hospital, key contact person for counseling families in final life/death decisions as well as liaison for the organ procurement teams with families.

1990-1992: Business Office Training Coordinator, Gulf Coast Medical Center, Panama City, Florida

- Recruited to train and implement new computer systems for the hospital's business office, supervised a team of 12 individuals responsible for the day to day procedures of the admissions office, business office and clerical staff, coordinated the departments monthly newsletter.

Appendix P

Job Descriptions for School Administrators

Student Services Specialist

The Student Services Specialist will direct and coordinate services for students at The Collegiate School including academic and career counseling and other related services. This individual will be the primary point of contact for Exceptional Student Education and will work collaboratively with other school staff and faculty to maintain student data, special education records, and implementation of education plans. In this role, the Student Services Specialist will lead and coordinate meetings with families, students, and school staff to facilitate collegiate advising, including dual enrollment.

School Operations Specialist

The School Operations Specialist will oversee the development of plans for, and the management of school training, plans, activities, and services related to discipline, attendance, school safety, and technology safety. This individual will be the primary point of contact for all aspects of facility operations, for the school's safety and emergency planning, as well as maintaining records as required by law.

The School Operations Specialist will serve as the coordinator of school personnel in developing a positive school culture of excellence in academics and student conduct. Responsibilities of this position may include monitoring of attendance and student behavior data collaboratively with school personnel to provide related support to students and families.

Curriculum Specialist

The Instructional Services Specialist will oversee and manage the adoption and implementation of instructional materials and resources. This position will lead the school in using data to monitor instructional impacts on student learning and the strategic planning of student support strategies to ensure success within a collegiate environment. The Instructional Services Specialist will also serve as the school contact for accreditation, research activities, and professional development.

Registrar

Primary responsibilities are a) oversight and management of student and faculty data as required by state and federal law, b) ensure the accuracy of student transcripts and cumulative records and serves as the point of contact for records requests and reports and c) maintains records and generates reports pertaining to instructor credentials as required by law.

Administrative Specialist

Primary responsibilities are a) administrative support for the school director and program areas of the school, b) manages administrative duties including maintaining school documents and administrative correspondence, c) fielding questions from faculty, parents, board and community

members d) assists the director as needed on school initiatives and operational functions and communications, and e) Serves as liaison between administration and outside vendors, parents, community members, students and faculty/staff members

Appendix Q

Job Description and Qualifications for Teachers

High School Instructor

Position Description

Instructor is responsible for planning and conducting classes for The Collegiate School students in the subject area assigned, and for academic advising and related activities to the subject area. Instructor will continuously monitor student progress to meet academic needs and determine learning progress, communicating proactively with families. Instructors will participate in professional development and research as required and aligned with the mission of The Collegiate School as a developmental research charter lab school. Attendance is required at staff conferences and curriculum development activities as well as involvement in action research, creative endeavors, and service.

Position Qualifications

A bachelor's degree in education or the subject area of the position. Florida Teacher Certification in the content area or a Certificate of Eligibility.

Preferred Qualifications

Master's degree in education, content area of the position, or a related field. Preferred candidates will have experience as an innovative instructor with the ability to develop shared vision as a leader in the content area. Such candidates will have the ability to flex with challenges and be a forward thinker and possess a desire to seek innovative solutions that impact student achievement.

Appendix R
Personnel Policies

Employees of The Collegiate School are joint employees of Florida State University and will follow university personnel policies and procedures.

Appendix S
Student Enrollment Application



THE COLLEGIATE SCHOOL

FLORIDA STATE UNIVERSITY PANAMA CITY

Default Question Block

Thank you for your interest in The Collegiate School at Florida State University Panama City

Application Instructions

For each student, a separate application is required. All information provided within the application will be verified before enrollment. Applicants must be eligible for 9th grade by the last day of the 2023-2024 school year.

Lottery Procedures

Academic Programs at The Collegiate School are open to any public, private, or home-schooled student based on the criteria outlined in the application. Military applicants will be prioritized for admission. All

programs are subject to enrollment limitations based on program eligibility and program capacity. If the number of applicants exceeds the capacity of the program or grade level, eligible applicants will have an equal chance of being admitted through a random lottery. When the program's capacity is met through the lottery process, the remaining eligible applicants will be placed on a waiting list in the order in which their name was drawn in the lottery.

All application information is confidential. Florida State University (University) is an equal opportunity educational provider committed to a policy of non-discrimination for any member of the University's community based on race, creed, color, sex, religion, national origin, age, disability, genetic information, veterans' status, marital status, sexual orientation, gender identity, gender expression, or any other legally protected group status.

Applicant First Name

Applicant Last Name

Applicant School Grade for 2024-2025 (students must be eligible for 9th grade by the end of the 2023-2024 school year)

- The applicant will be eligible for 9th grade in 2024-2025

Applicant Gender

- Male
- Female

Applicant Ethnicity

Applicant Race

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Pacific Islander
- White
- Other

Eligibility for Free or Reduced Lunch

- The applicant qualifies for free lunch in their current school.
- The applicant qualifies for reduced price lunch in their current school.
- The applicant does not currently qualify for free or reduced price lunch.

Parent/Guardian First Name

Parent/Guardian Last Name

Parent/Guardian Email Address

Parent/Guardian Contact Phone Number 1 (include area code)

If applicable, select the status that applies to either parent or guardian:

- Civilian/Non-Military
- Active Duty
- Active Reservist
- Retired Military
- Civilian, currently working on a military installation

In what state does the applicant currently reside?

In what county does the applicant currently reside?

If the applicant is not a current Florida resident, when is the anticipated date of Florida residence?

Academic Transcripts

The Collegiate School is pleased to offer collegiate studies and advanced academics for 9th grade students. To qualify for collegiate studies (dual enrollment) at FSU, students must have an A or B in Algebra 1 and a 3.0 minimum middle school GPA (calculated on science, social studies, math, and english).

Upon completion of this application, you will receive an email request for academic transcripts. Please send your applicant's academic transcript by the close of the application period. For information on how to obtain your transcript from Focus, please see the TCS Application FAQ at tcs.fsu.edu.

- My student applicant meets the requirements for collegiate studies.
- My student will be actively working towards standards for collegiate studies.

Admission consideration to The Collegiate School requires that students do not have any disciplinary actions at school or with law enforcement that have resulted in any of the following: suspensions, expulsions, arrests, or withdrawal of permission to participate in school activities.

- No, the applicant has no record of disciplinary action or procedures.
- Yes, the applicant has a record of disciplinary action or procedures and may be ineligible for admission.

Powered by Qualtrics

Appendix T
Evidence of Demand

See application Section 2.

Appendix U
Evidence of Facility Funding Sources

GRANT AWARD AGREEMENT
(Florida State University/Collegiate Laboratory High School /Project #265)

THIS GRANT AWARD AGREEMENT (this “**Agreement**”) is made and entered into this 9th day of June, 2022 (the “**Effective Date**”), by and between TRIUMPH GULF COAST, INC., a Florida not for profit corporation (“**Triumph**”), and FLORIDA STATE UNIVERSITY (“**Grantee**”).

WITNESSETH:

WHEREAS, pursuant to its authority under Section 288.8017, Florida Statutes, Triumph has agreed to make a Grant (as defined below) to Grantee, on and subject to the terms and conditions set forth in this Agreement, to provide partial funding for a project (the “**Project**”) that includes the renovation of existing classroom spaces on Grantee’s Panama City campus for 11th and 12th graders and at off-campus leased space for 9th and 10th graders, and the purchasing of furnishings, equipment, supplies, and salaries, to create a new Collegiate Laboratory High School in Panama City, Florida, that will serve grades 9-12 and an achieve at least 2,048 15-credit hour dual enrollment credit bundles (individually, a “**Dual Enrollment Bundle**,” and collectively, the “**Dual Enrollment Bundles**”) and/or industry-recognized Florida Department of Education-approved CAPE certificates (individually a “**Certificate**,” and collectively, the “**Certificates**”) to students in Bay County, Florida, all as further described in Grantee’s Application for Funds submitted to Triumph (the “**Grant Application**”), which Grant Application is incorporated herein by reference. Dual Enrollment Bundles and Certificates are sometimes individually referred to herein as a “**Milestone**” and collectively as the “**Milestones**.”

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to (i) award the Grant, (ii) state the terms and conditions upon which the Grant will be funded, and (iii) set forth certain requirements as to the manner in which the Project will be undertaken and completed.

2. **Grant Award.** On and subject to the terms and conditions set forth herein, Triumph hereby agrees to make a grant to Grantee in the aggregate maximum amount of Seven Million Six Hundred Fifty One Thousand Six Hundred and 00/100 Dollars (\$7,651,600) (the “**Grant**”) to provide partial funding for the Project.

3. **Competitive Bids for the Project.** For contracts and/or purchases exceeding \$325,000, Grantee shall obtain competitive bids using Grantee’s established competitive bidding procedures (including, but not limited to, utilization of any continuing services agreements with approved vendors), a copy of which established procedures shall be uploaded to Triumph’s SmartSheet system. In awarding contracts pursuant to Sections 180.24 and 255 et seq., Florida Statutes, or pursuant to the Consultant’s Competitive Negotiation Act as set forth in Section 287.055, Florida Statutes, as applicable. Grantee shall award the contract to the lowest cost qualified responsive bidder considering the selection criteria contained within the invitation to bid. Triumph shall have

the right to review and approve the proposed award and all other contracts. Triumph shall have fifteen (15) days from the receipt of the submitted material to notify Grantee of its approval or disapproval of such proposed award or contract. If Triumph fails to approve or disapprove of the award or contract within such fifteen (15) day period, the award or contract shall be deemed approved.

4. Funding of Grant:

4.1 **General Allocation of Grant in Budget Categories.** The Grant shall be allocated as more fully shown in the Budget attached hereto as **Exhibit “B”** and incorporated herein (the **“Budget”**).

4.2 **Funding of the Grant.** Grantee shall submit to Triumph a separate Request for Funding for each Budget category on the form attached hereto as **Exhibit “A”** and incorporated herein (a **“Request for Funding”**) in accordance with the Budget and shall submit information pursuant to a SmartSheet system by Grantee’s authorized users listed in **Exhibit “C”** attached hereto and incorporated herein. After the first Request for Funding, each subsequent Request for Funding may only be submitted after Triumph’s approval of the immediately preceding Request for Funding. Each Request for Funding shall include the following items (A) through (H): (A) completed detailed Project account spreadsheet (i.e., in a tab on the Budget), (B) a completed Expense Itemization Sheet in a form provided by Triumph (**“Expense Itemization Sheet”**) for each category of funds requested and for Matching Funds category, together with invoices, receipts, or contracts from vendors providing equipment, materials, and services; (C) payroll ledgers, percentage of time dedicated to the Project, and job descriptions as they relate to the Project, (D) documentation evidencing the completion of the work that is the subject of the requested funding, (E) to the extent that any portion of the current funding request is for reimbursement of amounts already paid by Grantee, copies of front and back of cancelled checks for funding, (F) to the extent that all or any portion of the prior funding was a disbursement for items to be paid rather than a reimbursement of amounts already paid, a completed Expense Itemization Sheet and receipts or other documentation evidencing that the funds disbursed previously were in fact paid in the proper amounts to the proper vendors for such items, including copies of front and back of cancelled checks for funding (G) copies of the insurance policies required under Sections 5.4 and 5.10 below and evidence that such policies are in current force and effect, and (H) such other documents as Triumph shall require in order to determine that the funding is consistent with the purposes of the Grant. Grantee shall notify the Triumph Program Administrator via email each time a Request for Funding is submitted. Other than the final Request for Funding, no single Request for Funding shall be submitted for a funding request amount of less than \$300,000. In no event shall the cumulative fundings made by Triumph exceed the \$7,651,600 maximum amount of the Grant. Upon Triumph’s receipt of (a) notification to the Program Administrator, and (b) a Request for Funding that includes all required supporting documents, Triumph shall have forty-five (45) days from receipt to review and either approve or disapprove of a Request for Funding. If Triumph approves a Request for Funding, then it shall fund the approved amount to Grantee within thirty (30) days after approval. If Triumph disapproves a Request for Funding, Triumph shall deliver a notice of disapproval within such forty-five (45) day period that states the reasons for such disapproval. If the stated reasons for disapproval can be

cured by Grantee's submittal of missing or corrective items, Grantee shall have thirty (30) days following receipt of the notice of disapproval to submit such missing or corrective items. If Triumph fails to notify Grantee of its disapproval of the Request for Funding within forty-five (45) days of receipt, such Request for Funding shall be deemed disapproved.

All amounts funded to Grantee pursuant to a Request for Funding shall be (check as applicable):

paid to Grantee as a disbursement, in which case Grantee shall then pay vendors supplying equipment, materials, or services, and/or to employees performing work, in each case consistent with the Budget; or

paid to Grantee as a reimbursement of amounts Grantee has already paid to vendors supplying equipment, materials, or services, and/or to employees performing work, in each case consistent with the Budget, in which case the Grant funds shall be retained by Grantee.

None of the Grant shall be used as a reimbursement of items purchased by Grantee prior to the date of this Agreement. None of the amounts paid by Grantee in connection with the invoices submitted in a Request for Funding and then funded by Triumph shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, Grantee by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to Grantee by the State of Florida, the United States, or any agency or instrumentality of any of the foregoing, whether under any grant or loan program or other method of contribution, it being expressly understood and agreed that Grantee shall not receive payments, refunds, reimbursements, rebates or credits from any sources in amounts collectively exceeding 100% of the amounts paid or owing by Grantee. The final funding shall not be funded unless and until Grantee has provided to Triumph satisfactory evidence that all Matching Funds have been expended on the Project.

None of the Grant funds or the Matching Funds shall be used to pay, reimburse, or recover any overhead or other indirect costs, including, but not limited to, general and/or administrative overhead, facilities overhead, continuing education fees, or auxiliary fees.

Grantee shall seek funding only for costs of the Project as shown or contemplated under the Budget. All amounts paid by Grantee and/or any private person or entity providing Matching Funds with respect to the Project shall be supported by properly executed invoices, contracts, vouchers, and payroll records evidencing in proper detail the nature and propriety of the charges and use of the Matching Funds. All checks, invoices, contracts, vouchers, orders, payroll records, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

Grantee shall ensure that all Matching Funds are used for the intended purposes and in the amounts and at the times as set forth in the Budget, and Grantee shall provide Triumph with evidence that such Matching Funds have been secured and timely used toward completion of the

Project. Triumph and Grantee acknowledge and agree that no Matching Funds are required to be spent until year 2 of the Budget and that Grantee will receive fundings from Triumph prior to the commencement of cost sharing commitments.

Triumph will honor requests for funding; provided, however, that Triumph may elect by notice in writing not to make a payment if:

- (a) There is missing or incomplete documentation;
- (b) The Request for Funding seeks funding for items other than as shown in the Budget or seeks funding for more than amounts actually invoiced by contractors, materialmen, or other vendors under any contracts;
- (c) The amount requested for funding under the Request for Funding, together with all amounts previously funded under the Grant, would exceed the \$7,651,600 maximum amount of the Grant; or the amount requested for funding under the Request for Funding for a particular Budget category, together with all amounts previously funded for such Budget category, would exceed the maximum amount allocated to such Budget category; or Grantee failed to use any Grant funds funded to date in the amounts and for the purposes stated in the Budget;
- (d) Grantee made a misrepresentation or omission of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to this Agreement;
- (e) There is any pending litigation with respect to the performance by Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or funding of the Grant;
- (f) Grantee has taken any action pertaining to the Project which, under this Agreement, requires the approval of Triumph, and Grantee failed to obtain such approval;
- (g) There has been a violation of Sections 9.1, 9.4, and/or 9.5 of this Agreement;
- (h) Grantee is in material violation, default, or breach of or under any provision of this Agreement;
- (i) Grantee is in breach of any material representation or warranty contained in this Agreement;
- (j) Any federal, state, or local organization or agency (including Grantee) providing financial assistance to the Project has revoked, suspended, or

terminated that financial assistance to the Project, including, but not limited to, the Matching Funds;

(k) Not all of the Matching Funds required to be secured as of the date of the Request for Funding have been secured and/or not all of the Matching Funds have been used for the intended purposes and in the amounts and at the times as set forth in the Budget, and/or Grantee has failed to provide Triumph with evidence that such Matching Funds have been timely secured and used toward completion of the Project;

(l) With respect to previous fundings of the Grant and payments under contracts, Grantee has failed to pay, or has failed to provide Triumph with evidence of payment of, the Grant for the purposes of such funding. Such evidence shall include, but not be limited to, payroll ledgers, state and federal payroll returns, job descriptions, front and back of cancelled checks, wire transfer confirmations;

(m) Grantee has abandoned or discontinued the Project, or for any reason the commencement, prosecution, or timely completion of the Project by Grantee is rendered improbable, infeasible, impossible, or illegal, or Grantee has failed to make substantial progress toward student attainment of achieving not less than 2,048 Milestones;

(n) All or any portion of the requested funding includes funding for items that are outside the scope of the Project that is contemplated under the Budget;

(o) One or more of the contracts previously approved or deemed approved by Triumph have been modified, amended, or terminated, or have been subject to a change order, without the prior written consent or deemed approval of Triumph; provided, however, that any change order under \$65,000 shall not be subject to approval under this Agreement ;

(p) Intentionally omitted;

(q) Without the prior approval of Triumph, the total Project cost as set forth in the Budget, the overall Budget, and/or a particular Budget category, has been increased or decreased by more than 5%; and/or Grantee's share of the Matching Funds has decreased by more than 5%;

(r) Completion of the Project is not on schedule for completion by the Completion Deadline;

(s) Grantee has failed to maintain in full force and effect all insurance required under Sections 5.4 and 5.10 below;

(t) Grantee is not in compliance with all applicable environmental laws and regulations in accordance with Section 5.5 below;

(u) Grantee is not in compliance with the competitive bidding requirements set forth in Section 3 above; and/or

(v) Grantee is not in compliance with the equal employment opportunity and other labor provisions as required by Section 9.3 below.

5. Completion of the Project:

5.1 **General Requirements.** Grantee shall commence, and complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement and all applicable laws. Grantee agrees to complete the Project on or before December 31, 2030 (the “**Completion Deadline**”). Grantee shall notify the Triumph Program Administrator by email within thirty (30) days after each of (i) commencement of any construction activities and/or commencement of instruction of certification, diploma, or other educational portion of the Project, and (ii) completion of the Project. If Grantee does not complete the Project by the Completion Deadline, Triumph’s obligation to make the Grant will expire unless an extension of the time period is requested by Grantee and granted in writing by Triumph prior to such expiration date. Notwithstanding the foregoing, the Completion Deadline shall be extended on a day-for-day basis by reason of *force majeure* events. The term “*force majeure*” as used herein shall mean that which is beyond the control of Grantee, including, but not limited to, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States, or of the state or any civil or military authority, insurrections, riots, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies, or any acts or omissions of third parties not under Grantee’s control, and other such events or circumstances which are beyond the control of Grantee despite all reasonable efforts to prevent, avoid, delay, or mitigate such causes, and to include acts of God (such as epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts and adverse weather conditions).

5.2 **Total Project Cost.** The total cost of the Project is \$18,263,564, of which (i) a match is being contributed in the amount of \$10,611,964 (the “**Matching Funds**”), and (ii) \$7,651,600 shall be provided by the Grant. The total estimated cost of the Project is based upon the Budget. To the extent that the actual cost of the Project exceeds \$18,263,564, Grantee shall be solely responsible for such excess. Grantee shall monitor the Budget and submit an amended Budget to Triumph in the event that (a) the total cost of the Project increases or decreases by greater than five percent (5%), (b) the total Budget increases or decreases by greater than five percent (5%), (c) the Budget increases or decreases by greater than five percent (5%) within a particular Budget category, and/or (d) Grantee’s portion of the Matching Funds decreases by greater than five percent (5%). If Grantee proposes an increase or decrease by greater than five percent (5%) as described above as compared to the most recently approved Budget, such proposal shall be

submitted to Triumph in writing along with a proposed amended Budget, and Triumph shall have the right to approve or disapprove both the proposed Budget category increase or decrease and the proposed amended Budget. If Grantee fails to obtain Triumph's approval, that failure shall be sufficient cause for nonpayment by Triumph as provided in Section 4.2(f). Using the Grant, its own funds, and funds from other sources (including, but not limited to, the Matching Funds), Grantee agrees to bear the entire cost and expense of the Project, including but not limited to, all costs and all expenses in excess of the total estimated cost of the Project, it being expressly understood and agreed that the Grant shall operate only to pay, on and subject to the terms and conditions set forth herein, a portion of the costs and expenses of the Project. Furthermore, Grantee agrees to spend all of the Matching Funds as contemplated in the Budget, and agrees that its failure to do so shall be deemed a material breach of this Agreement.

5.3 Requirement to Provide Reports/Triumph Right to Inspect. Grantee shall submit to Triumph such data, reports, records, contracts and other documents relating to the Project as Triumph may require at any time and from time to time and continuing for a period of one (1) year after the Completion Deadline. In addition, Grantee shall on an annual basis on or before October 31 of each year submit to Triumph an activity report which contains, in addition to any other information requested by Triumph (a) the progress of the Project, (b) costs incurred to date, (c) how Grantee is progressing with student attainment toward achieving not less than 2,048 Milestones, (d) Grantee's most recent audited financial statements, and (e) progress toward establishing and achieving the goals of the Military Preference Program (as defined in Section 5.13 below), including, but not limited to, providing the formal criteria for admission to the Military Preference Admissions Program and actual enrollment data. In addition, Triumph shall have the right, at any time and from time to time upon reasonable notice to Grantee, to access the Project and inspect any work being performed or as completed. Grantee shall also make available to Triumph copies of any and all invoices, contracts, plans and specifications, and other documentation relating to the Project.

5.4 Insurance. Triumph hereby acknowledges and agrees that Grantee is a state agency and/or public entity of the State of Florida and is thereby covered for comprehensive general and professional liability by its State Risk Management and/or self-insurance programs pursuant to Florida law and subject to the limitations set forth in Section 768.28, Florida Statutes (\$200,000/\$300,000) and that said coverage shall be deemed sufficient and acceptable in meeting all Grantee's obligations with regard to general and professional liability insurance requirements as required by this Agreement.

5.5 Compliance with Applicable Laws, Including Environmental Regulations. Grantee shall obtain all required clearances and permits required for the Project from the appropriate permitting authorities. Grantee covenants and agrees that the Project will be completed in conformance with all applicable federal, state and local statutes, rules and regulations, and standards, including, but not limited to, applicable environmental laws and regulations including the securing of any applicable permits. Grantee will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations.

5.6 Plans and Specifications. Triumph shall have the right to review any plans and specifications for the Project and any material changes to said plans and specifications solely to

confirm that the Project described in the plans and specifications is consistent with the project described in the Grant Application, such confirmation not to be unreasonably withheld, conditioned or delayed. Triumph shall have fifteen (15) days from each receipt of the plans and specifications or proposed material change to notify Grantee of its confirmation or denial that the Project described in the plans and specifications is consistent with the project described in the Grant Application. If Triumph issues a denial, such denial shall be in writing and shall state the specific manner in which the Project described by the plans and specifications is not consistent with the project described in the Grant Application. If Triumph fails to deliver such confirmation or denial within such fifteen (15) day period, the plans and specifications or proposed material change shall be deemed confirmed by Triumph. If Grantee fails to obtain such confirmation as provided herein, that failure shall be sufficient cause for nonpayment by Triumph.

5.7 Contracts. Triumph shall have the right to review and approve any and all contracts and/or proposed change orders with a value in excess of \$65,000 before Grantee executes or obligates itself in any manner. Triumph shall have fifteen (15) days from receipt of a proposed contract or change order to notify Grantee of its approval or disapproval. If Triumph fails to approve or disapprove within such fifteen (15) day period, the contract or change order shall be deemed approved.

5.8 Compliance with Consultants' Competitive Negotiation Act. Grantee shall be deemed an "Agency" under, and shall comply in full with, the provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act with respect to engineering, architecture or surveying services, and shall certify to Triumph that all selections have been accomplished in compliance with said statute.

5.9 Grantee Responsible for Payments. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, and to contractors under the contracts, and shall indemnify and hold Triumph harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any application submitted by Grantee to Triumph for funding of the Grant under this Agreement.

5.10 Worker's Compensation Insurance. Grantee shall carry or cause contractors under the contracts to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

5.11 Contractual Indemnities. Grantee shall include or cause to be included the following indemnification in the contracts and all other contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless Triumph Gulf Coast, Inc., a Florida not-for-profit corporation, Grantee, a public body corporate, and all of its officers, directors, agents and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or

occurrence of omission or commission of the contractor / subcontractor/ consultant/ and its officers, agents or employees.”

5.12 **Dual Enrollment Credit.** Grantee shall, at all of Grantee’s campuses, accept and recognize all credits earned by students under a Dual Enrollment Bundle and apply such credits to the transcripts of such students in the same manner that Grantee accepts and applies dual enrollment credit under Section 1007.271, Florida Statutes. The courses offered through this Collegiate Laboratory High School project will be protected by and consistent with the State of Florida’s common course numbering system. The eligible students who take their general education courses defined and protected in the Florida Statutes and their degree and/or program prerequisites as outlined in the state’s common course pre-requisite manual, shall receive credit consistent with the course numbering system. Eligible Students who achieve the required minimum grade in general education courses will receive general education credit toward degree and/or program requirements and not elective credit. At the end of each term and after grades have been posted, the University will send dual enrollment student transcripts to the High School guidance department. FSU official course grades are also available to students (and/ parents) online in Student Central (my.fsu.edu) on Wednesday after finals week each semester. The University shall grant degree and/or program prerequisite credit for all required core general education classes consistent with the University catalog.

5.13. **Military Preferences.** Students who are dependents of a member of the military and who are residents of one of the eight disproportionately affected counties under Section 288.8012(3), Florida Statutes (Bay, Escambia, Franklin, Gulf, Okaloosa, Santa Rosa, Walton, and Wakulla), shall be given preference in admission to the Collegiate Laboratory High School, with a target goal of up to fifty percent (50%) of the available student enrollment capacity in each grade (the “**Military Preference Admissions Program**”).

6. **Representations and Warranties of Grantee:** Grantee hereby makes the following representations and warranties to Triumph, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Triumph to enter into this Agreement, and in reliance on which Triumph has entered into this Agreement, and such representations and warranties shall be deemed made as of the date hereof, as of the dates on which Grantee submits a Request for Funding, and as of the dates on which Grantee receives any funding of the Grant:

(a) **Organization; Power and Authority.** Grantee is a public body corporate, and has all requisite power and authority to own, lease, and operate its properties and to carry on its affairs as currently conducted.

(b) **Authorization and Binding Obligation.** Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Grantee. This Agreement has been duly executed and delivered by Grantee and, assuming the due

authorization, execution, and delivery of this Agreement by Triumph, constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

(c) **No Violations.** The execution and delivery by Grantee of this Agreement and the performance by it of the transactions contemplated hereby does not (i) conflict with or result in a breach of any provision of Grantee's charter or other corporate document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's loan agreements, indentures, material agreements or other material instruments or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). Neither Grantee nor any person or entity that possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of Grantee, is listed on the Specially Designated Nationals List or the Foreign Sanctions Evaders List, in each case, as maintained by the United States Department of the Treasury. Neither Grantee nor its officers, directors, agents, distributors, employees, or other persons or entities acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business for any person or entity in violation of applicable law.

(d) **No Material Adverse Change.** No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the assets, operations or financial condition of Grantee, or the Project, in each case, since the date of the Grant Application.

(e) **Litigation; Compliance with Laws.** No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental agency is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the assets, operations, or financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, any other prosecutorial or law enforcement authority in the State of Florida, or any regulatory body in the State of Florida is pending or, to the knowledge of Grantee, threatened by or against Grantee in, or with respect to any conduct in, the State of

Florida. No permanent injunction, temporary restraining order or similar decree has been issued against Grantee which, individually or in the aggregate, could reasonably be expected to have a material and adverse effect on the assets, operations, or financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. Neither Grantee, nor any of its material properties or assets has in the last three years been in violation of, nor will the continued operations of its material properties and assets as currently conducted, violate any law, rule, or regulation applicable to Grantee (including any zoning or building ordinance, code or approval, or any building permit where such violation or default would be material to Grantee), or is in default with respect to any judgment, writ, injunction, decree, or order applicable to Grantee of any governmental Grantee, in each case, where such violation or default could, individually or in the aggregate, reasonably be expected to result in a material and adverse effect on the assets, operations, or financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this or constitutes a crime under the laws of the United States, Florida, or any other state or territory of the United States.

(f) **Express Representations and Warranties: No Material Misstatements.** All statements made by Grantee in the Grant Application were true, complete, and correct. Triumph shall be deemed to have relied upon the express statements, representations and warranties set forth herein and in the Grant Application notwithstanding any knowledge on the part of Triumph of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through Triumph's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule (other than forward-looking statements and projections) furnished by Grantee to Triumph in connection with the Grant Application and/or the negotiation of this Agreement, or delivered pursuant to this Agreement, when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

(g) **Matching Funds.** Grantee shall commit from its own funds, and/or obtain binding and enforceable commitments, for the Matching Funds, all dedicated to completion of the Project as contemplated in the Grant Application.

(h) **Bonus or Commission.** Grantee has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining an approval of the Grant Application or the entering into of this Agreement.

7. Accounting, Audits, and Records:

7.1 Establishment and Maintenance of Accounting Records. Grantee shall establish separate accounts to be maintained within its existing accounting system or establish independent accounts with respect to the Project, including, but not limited to, if applicable, payroll ledgers, state and federal payroll returns, and job descriptions, with respect to personnel used in connection with the Matching Funds, and class enrollment and attendance records. Such accounts are referred to herein collectively as the “**Project account.**” Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to Triumph at all times during the period of this Agreement and for five (5) years after final payment of the Grant is made. Copies of these documents and records shall be made available to Triumph upon request. Records of costs incurred include Grantee's general accounting records and the Project records, together with supporting documents and records, of Grantee and all consultants performing work on the Project and all other records of Grantee and consultants considered necessary by Triumph for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

7.2 Audits. The administration of the Grant and any federal, state, or local resources awarded to Grantee shall be subject to audits and/or monitoring by Triumph, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and other state agencies, and by the federal government and agencies and representatives thereof. Without limiting the generality of the foregoing, Grantee shall comply with all audit and audit reporting requirements as specified below, and such requirements do not limit the authority of Triumph to conduct or arrange for the conduct of additional audits or evaluations of the Grant and federal, state, or local awards or funding, or limit the authority of Triumph or any state or federal official.

(a) In addition to reviews of audits conducted in accordance with Chapter 218, Florida Statutes, monitoring procedures to monitor Grantee's use of the Grant may include but not be limited to on-site visits by Triumph and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to the Grant awarded by Triumph by this Agreement. By entering into this Agreement, Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by Triumph. Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Triumph, the Florida Department of Financial Services (DFS), or the State of Florida Auditor General.

(b) Grantee may be subject to the following requirements:

(i) Chapter 218, Florida Statutes; applicable rules of the Department of Financial Services (DFS); and applicable of the Rules of the

Auditor General. Within ten (10) days of Grantee's receipt, Grantee shall submit a copy of the audit to Triumph at the address set forth in Section 10.11 below;

(ii) Upon receipt, and within six months, Triumph may review Grantee's corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the Grant provided through Triumph by this Agreement. If Grantee fails to have an audit conducted consistent with Chapter 218, Florida Statutes, Triumph may take appropriate corrective actions to enforce compliance.

(iii) As a condition of receiving the Grant, Grantee shall permit Triumph, or its designee, DFS or the Auditor General access to Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

(iv) Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued and shall allow Triumph, or its designee, DFS or State of Florida Auditor General access to such records upon request. Grantee shall ensure that the audit working papers are made available to Triumph, or its designee, DFS or State of Florida Auditor General upon request for a period of five (5) years from the date the audit report is issued unless extended in writing by Triumph.

7.3 Public Records. The parties acknowledge that each are public entities and, as such, are obligated to comply with the provisions of Chapter 119 of the Florida Statutes applicable to this Agreement as the same may be limited or construed by other applicable law. In the event that either party receives a request for a "public record" (as such term is defined in Section 119.011 of the Florida Statutes) in connection with this Agreement, that party shall provide written notice to the other party of such request as soon as practicable after that parties receipt of such request. If either party submits records to the other party that are confidential and exempt from public disclosure as trade secrets pursuant to Section 288.075 (3) of the Florida Statues or proprietary confidential business information pursuant to Section 288.075(4) of the Florida Statues, such records should be marked accordingly by the submitting party prior to submittal to the other party. In the event that either party's claim of exemption asserted in response to the submitting party's assertion of confidentiality is challenged in a court of law, the submitting party shall defend, assume and be responsible for all fees, costs and expenses in connection with such challenge. It is expressly understood and agreed that all Back-up Data (as defined in Section 8.3 below) and Performance Metrics under Section 8.3 below shall be deemed "public records" under Section 119.011 of the Florida Statutes.

8. Termination or Suspension of Project/Breach of Agreement/Failure to Achieve Performance Metrics/Clawback of Grant:

8.1 Termination, Suspension, or Expiration of Project. If Grantee abandons, suspends, or discontinues the Project, or fails to complete the Project by the Completion Deadline set forth in Section 5.1 above (subject to *force majeure* events), or for any other reason, the commencement, prosecution, or timely completion of the Project by Grantee is rendered improbable, infeasible, impossible, or illegal, Triumph shall have the right, by written notice to Grantee, to (i) suspend any further fundings of the Grant and/or any or all of Triumph's other obligations under this Agreement until such time as the event or condition resulting in such abandonment, suspension, or discontinuation has ceased or been corrected, and/or (ii) revoke and terminate the Grant. If Triumph issues a final termination or revocation notice resulting from Grantee's default, abandonment, or discontinuance of the Project, then in accordance with Section 8.4 below Grantee shall upon written demand by Triumph repay to Triumph all portions of the Grant theretofore funded to and received by Grantee.

8.2 Breach of Agreement. In the event Grantee shall (i) have made any misrepresentation of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to this Agreement, (ii) have breached a representation or warranty made in this Agreement, and/or (iii) have breached, violated, or is in any way in default under any of its obligations under this Agreement, then in accordance with Section 8.4 below Grantee shall upon written demand by Triumph repay to Triumph all portions of the Grant theretofore funded to and received by Grantee.

8.3 Performance Metrics. In the event Grantee fails to award a cumulative total of at least 2,048 Milestones by the Completion Deadline, then Grantee shall upon written demand by Triumph repay to Triumph an amount equal to (A) \$3,736, multiplied by (B) the sum of (a) 2,048, minus (b) the actual number of Milestones issued as of the Completion Deadline. The foregoing is collectively referred to herein as the "**Performance Metrics.**"

In addition to the foregoing, Grantee shall, for at least four (4) years following the satisfaction of the Performance Metrics, use reasonable good faith efforts to continue the Milestone program.

At any time and from time to time, upon written request by Triumph, Grantee shall within thirty (30) days of such request, deliver to Triumph such data, reports, payroll ledgers, state and federal payroll returns, financial statements and reporting, and other documents, instruments, and information, as well as its State of Florida employment reporting forms (collectively, "**Back-up Data**") as Triumph requires in order to determine whether Grantee achieved of any or all of the above Performance Metrics. Grantee's refusal or failure to timely provide any requested Back-up Data shall be deemed Grantee's failure to timely achieve the above Performance Metrics. Notwithstanding the foregoing, so long as Grantee is making diligent efforts to obtain the Back-

up Data from third parties, the thirty (30) day deadline described above shall be reasonably extended with respect to any Back-up Data needed to be obtained from third parties.

8.4 Clawback of Grant under Sections 8.1, 8.2, and 8.3. Upon the occurrence of any of the events described in Sections 8.1 or 8.2 above, then, upon written demand by Triumph, Grantee shall within ninety (90) days of such demand repay to Triumph all amounts of the Grant that were theretofore funded to and received by Grantee, together with interest at the rate *Wall Street Journal Prime Rate* plus three percent (3%) per annum on such amounts to be repaid. Such interest shall accrue commencing on the date of such written demand by Triumph and shall continue to accrue until the amount demanded is repaid in full. In the event that Grantee fails to award at least 2,048 Milestones by the Completion Deadline as described in Section 8.3 above, then, upon written demand by Triumph, Grantee shall within ninety (90) days of such demand repay to Triumph the amount due under Section 8.3, together with interest at the rate *Wall Street Journal Prime Rate* plus three percent (3%) per annum on such amounts to be repaid. Such interest shall accrue commencing on the date of such written demand by Triumph and shall continue to accrue until the amount demanded is repaid in full. Notwithstanding the foregoing, Triumph shall have the discretion to waive, reduce, extend, or defer any amounts due under this Section 8.4 if it determines in its sole and absolute discretion that (i) a breach of a representation and warranty herein or in the Grant Application, or a breach, violation, or default of or under any other provision of this Agreement, was not material in nature, (ii) based on quantitative evidence, the issuance of not less than 2,048 Milestones was not achieved due to negative economic conditions beyond Grantee's reasonable control, (iii) Grantee made a good faith effort to award not less than 2,048 Milestones, and/or (iv) based on quantitative evidence, the effects of a named hurricane or tropical storm, or specific acts of terrorism, adversely affected Grantee's ability to award not less than 2,048 Milestones.

8.5 Maximum Clawback Amount. In no event shall the total amount clawed back under Section 8.4 above exceed the total amount of the Grant actually funded to Grantee, plus interest as described herein and attorneys' fees and costs incurred by Triumph in connection with enforcing this Agreement. Grantee and Triumph acknowledge and agree that any amounts clawed back under Section 8.4 above are intended as a repayment of Grant funds conditionally funded to Grantee and are due and payable to Triumph as a result of the occurrence of any of the events described in Sections 8.1, 8.2, or 8.3 above. Such amounts are not intended as and shall not be deemed damages or a penalty. Notwithstanding the foregoing, to the extent that for any reason such amounts are deemed damages, Grantee and Triumph agree that (i) such amounts shall constitute liquidated damages, (ii) the actual damages suffered by Triumph would be unreasonably difficult to determine, (iii) Triumph would not have a convenient and adequate alternative to the liquidated damages, (iv) the amounts due Triumph bear a reasonable relationship to any anticipated harm and is a genuine pre-estimate suffered by Triumph, and (v) Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive.

9. Other Covenants, Restrictions, Prohibitions, Controls, and Labor Provisions:

9.1 No Lobbying/Gifts. Pursuant to Sections 11.062 and 216.347 of the Florida Statutes, Grantee shall use no portion of the Grant for the purpose of lobbying the Florida Legislature, executive branch, judicial branch, any state agency, or Triumph. Grantee shall not, in connection with this or any other agreement, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Triumph or State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Triumph or State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Triumph or any authorized State official, Grantee shall provide any type of information Triumph or such official deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement.

9.2 Costs of Investigations. Grantee shall reimburse Triumph for the reasonable costs of investigation incurred by the Auditor General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

9.3 Equal Employment Opportunity/Labor Laws. In connection with the carrying out of the Project, Grantee shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. In addition, Grantee shall comply with all other applicable labor and employment laws and regulations, including, but not limited to, wage and hour and workplace safety laws and regulations

9.4 Prohibited Interests. Except as otherwise permitted under Section 112.313(12), Florida Statutes, Grantee shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of Grantee, or any entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

(a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.

(b) Grantee shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before Grantee by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of Grantee.

(c) The provisions of this subsection shall not be applicable to any agreement between Grantee and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between Grantee and an agency of state government.

9.5 Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or member of the State of Florida legislature, or any director, staff member, or consultant of Triumph, shall be permitted to share in or be a part of this Agreement or any benefit arising hereunder.

9.6 Grant Funds. Grantee acknowledges and agrees that the funds for the Grant are not and shall not be deemed a general obligation of the State of Florida, nor is the Grant or this Agreement backed by the full faith and credit of the State of Florida. Triumph's obligation to fund the Grant or any portion thereof is expressly contingent upon Triumph having sufficient funds on hand to fund the Grant. If for any reason such funds are not retained by Triumph, are depleted, are frozen or sequestered, or are in any manner unavailable for full or partial funding to Grantee and/or other awardees of grants, Triumph shall not be obligated to make fundings hereunder and shall therefore not be deemed to be in breach of this Agreement. To the extent some funds are available to for funding to Grantee and other awardees of grants, Triumph shall allocate such funds among Grantee and such other awardees in such amounts as it shall determine in its sole and absolute discretion and shall not be deemed to be in breach of this Agreement for failure to fully fund the Grant.

10. Miscellaneous Provisions:

10.1 Triumph Not Obligated to Third Parties. Triumph shall not be obligated or liable hereunder to any party other than Grantee. Without limiting the generality of the foregoing, no person or entity providing other funding to the Project (other than Grantee), nor any vendor, contractor, subcontractor, or materialman, shall be a third-party beneficiary under this Agreement.

10.2 When Rights and Remedies Not Waived. In no event shall the making by Triumph of any payment to Grantee constitute or be construed as a waiver by Triumph of any breach of covenant or any default which may then exist, on the part of Grantee, and the making of such payment by Triumph while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to Triumph with respect to such breach or default.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

10.4 Contractual Indemnity. To the extent permitted by Section 768.28, Florida Statutes, Grantee shall indemnify, defend, and hold harmless Triumph and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Grantee, its agents, or employees, during the performance of this Agreement, except that neither Grantee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Triumph or any of its officers, agents, or employees during the performance of this Agreement. Nothing in this Agreement shall be construed as a waiver by Grantee of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes. When Triumph receives a notice of claim for damages that may have been caused by Grantee in the performance of services required under this Agreement, Triumph will immediately forward the claim to Grantee. Grantee and Triumph will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, Triumph will determine whether to require the participation of Grantee in the defense of the claim or to require that Grantee defend Triumph in such claim as described in this Section 10.4. Triumph's failure to promptly notify Grantee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Grantee. Triumph and Grantee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial. Triumph may, in addition to other remedies available to it at law or equity and upon notice to Grantee, retain such monies from Grant amounts due Grantee hereunder as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

10.5 Limitations of Liability. Neither Grantee nor Triumph shall be liable to the other for any special, indirect, punitive, or consequential damages, even if the other party has been advised that such damages are possible. Neither Grantee nor Triumph shall be liable for lost profits, lost revenue, or lost institutional operating savings. In addition, Triumph shall not assume or incur any liability related to its approval or deemed approval of any contractor, any contract, any plans or specifications for the Project, or any other matter for which Triumph has the right or obligation to review and/or approve under this Agreement

10.6 Non-Assignment. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Triumph, which consent may be withheld in Triumph's sole and absolute discretion. Triumph shall at all times without the consent of Grantee be entitled to assign or transfer its rights, duties, or obligations under this Agreement to any other person or entity, or to another governmental entity in the State of Florida, upon giving prior written notice to Grantee. Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*.

10.7 Intentionally Omitted.

10.8 Construction: Interpretation. The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement"

means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the parties hereto. Time is of the essence with respect to the performance of all obligations under this Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

10.9 Preservation of Remedies; Severability. No delay or omission to exercise any right, power, or remedy accruing to either party hereto upon breach or default by either party hereto under this Agreement, will impair any such right, power, or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect.

10.10 Entire Agreement; Amendment; Waiver. This Agreement embodies the entire agreement of the parties hereto with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized officer of Triumph. No waiver by a party hereto of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party hereto shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10.11 Notices. All notices and demands to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, (ii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight

air courier service, or (iii) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices and shall be sent to the applicable address set forth below, unless another address has been previously specified in writing in accordance with this Section 10.11:

If to Triumph:

Triumph Gulf Coast, Inc.
P.O. Box 12007
Tallahassee, FL 32317
Attention: Executive Director

If to Grantee:

Florida State University
4750 Collegiate Drive
Panama City, FL 32405
Attention: Grants

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN ALL CASES WHERE TRIUMPH IS REQUIRED OR HAS THE RIGHT TO REVIEW, APPROVE, TAKE ACTION, OR RECEIVE REQUESTS FOR FUNDING AND OTHER NOTICES, ALL OF GRANTEE'S SUCH REQUESTS FOR REVIEW, APPROVAL, ACTION, REQUESTS FOR FUNDING, AND OTHER NOTICES TO TRIUMPH MUST ALSO BE DELIVERED VIA EMAIL TO THE TRIUMPH PROGRAM ADMINISTRATOR. NO TIME PERIODS OR OTHER DEADLINES APPLICABLE TO TRIUMPH SHALL COMMENCE UNLESS AND UNTIL THE TRIUMPH PROGRAM ADMINISTRATOR RECEIVES SUCH EMAIL AND CONFIRMS THE COMPLETENESS OF THE REQUEST. ONCE THE TRIUMPH PROGRAM ADMINISTRATOR HAS CONFIRMED THE COMPLETENESS OF THE REQUEST, ANY TIME PERIODS OR OTHER DEADLINES SHALL BE DEEMED TO HAVE COMMENCED AS OF THE DATE THAT GRANTEE FIRST SUBMITTED THE FULLY COMPLETE REQUEST.

10.12 Attorney's Fees. In the event litigation arises (at the trial or appellate level) in connection with this Agreement, the prevailing party will be entitled to be reimbursed for all costs incurred in connection with such litigation, including without limitation reasonable attorneys' fees and costs.

10.13 TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE PARTIES HERETO WAIVE TRIAL BY JURY IN RESPECT OF ANY CLAIM, DISPUTE OR ACTION ARISING OUT OF, RELATED OR PERTAINING TO THIS AGREEMENT, THE GRANT APPLICATION, AND/OR THE GRANT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE AND EACH PARTY HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT

LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

10.14 Governing Law. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Escambia. The parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Escambia County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement.

10.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement be executed as of the day and year first above written.

GRANTEE:

FLORIDA STATE UNIVERSITY

By: Russell D. Lentz for Mark Riley, Interim
Print Name: Vice President for Research
Title: Research

Digitally signed by
Russell D. Lentz for Mark
Riley, Interim Vice
President for Research
Date: 2022.06.06
08:51:04 -04'00'

ATTEST:

By: Jan James
Print Name: Jan James
Title: Grants Officer III

TRIUMPH:

TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation

By: [Signature]
Print Name: Don Gastz
Title: Chairman

By: [Signature]
Print Name: Reynolds Henderson
Title: Treasurer

ATTEST:

By: [Signature]
Print Name: Susan Skelton
Title: Secretary

EXHIBIT "A"

Form of

Request for Funding of Grant

(Florida State University/Collegiate Laboratory High School /Project #265)

Budget Category: _____
Funding Request #: _____

Pursuant to Section 4.2 of that certain Grant Award Agreement dated _____, 2022 (the "Agreement"), by and between Florida State University ("Grantee") and Triumph Gulf Coast, Inc., a Florida not-for-profit corporation ("Triumph"), Grantee hereby requests a funding from the Grant (as defined in the Agreement) as follows (all capitalized terms herein shall have the same meanings ascribed to them as set forth in the Agreement):

1. Amount of Grant Funding Requested Hereby for this Category: \$ _____

2. (a) Grant Amount for this Category (Budget Amount): \$ _____
(b) Less Amounts Previously Received in this Category: \$ _____
(c) Less This Requested Amount (Note: the amount requested here MUST match the amount on the Expense Itemization Sheet) \$ _____
(d) Remaining Funds of Category to be Awarded: \$ _____

3. Attached hereto are (1) a true, correct, and complete Expense Itemization Sheet, together with true, correct, and complete copies of the receipts, invoices and other supporting documentation referenced therein, (2) photographs and/or reports evidencing the completion of the work that is the subject of the invoices referenced in Item 1 above, (3) evidence of use of Matching Funds for their intended purpose, and (4) Project account documentation under Section 7.1 of the Agreement.
4. None of the amounts paid by Grantee in connection with the receipts, invoices and other supporting documentation referenced in the Expense Itemization Sheet for which funding is requested hereunder shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, Grantee by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to Grantee by the State of Florida, the United States, or any agency or instrumentality of any of the foregoing, whether under any grant or loan program or other method of contribution.
5. None of the contracts under which amounts paid by Grantee in connection with the receipts, invoices and other supporting documentation referenced in the Expense Itemization Sheet have heretofore been modified, amended, or terminated, except as otherwise approved by Triumph.
6. Grantee hereby certifies, represents, and warrants to Triumph that the following statements are true and correct:
 - (a) Attached to this Request for Funding is all requested documentation required under Section 4.2 of the Agreement;
 - (b) This Request for Funding does not seek funding for items other than for the Budget category shown above and does not seek funding for more than amounts actually invoiced by contractors, materialmen, or other vendors under any contracts;
 - (c) The amount requested, together with all amounts previously funded under the Grant, does not exceed the \$7,651,600 maximum amount of the Grant; the amount requested for the above-shown Budget category, together with all amounts previously funded for such budget category, does not exceed the maximum amount allocated to such Budget category; and Grantee has used all Grant funds released to date in the amounts and for the purposes stated in the Budget;
 - (d) Grantee made no misrepresentation or omission of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to the Agreement;
 - (e) There is no pending litigation with respect to the performance by Grantee of any of its duties or obligations which may

jeopardize or adversely affect the Project, the Agreement, or funding of the Grant;

(f) Grantee has not taken any action pertaining to the Project which, under the Agreement, requires the approval of Triumph, and Grantee failed to obtain such approval;

(g) There has been no violation of the anti-lobbying/gift or prohibited interest provisions of Sections 9.1, 9.4, or 9.5 of the Agreement;

(h) Grantee is not in material violation, default, or breach of or under any provision of the Agreement;

(i) Grantee is not in breach of any representation or warranty contained in the Agreement;

(j) No federal, state, or local agency, or other party providing financial assistance to the Project has revoked, suspended, or terminated that financial assistance to the Project, including, but not limited to, the Matching Funds;

(k) All Matching Funds required to be secured as of the date hereof have been secured and have been used for the intended purposes and in the amounts and at the times as set forth in the Budget, and/or Grantee has provided Triumph with evidence that such Matching Funds have been timely secured and used toward completion of the Project;

(l) With respect to previous fundings of the Grant and payments under contracts, Grantee has paid, and has provided Triumph with evidence of payment of, the Matching Funds toward completion of the Project;

(m) Grantee has not abandoned or discontinued the Project, nor has the commencement, prosecution, or timely completion of the Project by Grantee been rendered improbable, infeasible, impossible, or illegal, and Grantee has made substantial progress toward student attainment of achieving not less than 2,048 Milestones;

(n) No portion of the requested funding includes funding for items that are outside the scope of the Project that is contemplated under the Budget;

(o) None of the contracts have been subject to a change order without the prior written consent or deemed approval of Triumph; provided, however, that any change order under \$65,000 shall not be subject to approval under the Agreement

(p) Intentionally omitted;

(q) The Budget has not been amended or increased or decreased by more than 5%;

(r) Completion of the Project is on schedule for completion by the Completion Deadline;

(s) Grantee maintains in full force and effect all insurance required under Section 5.4 of the Agreement;

(t) Grantee is in compliance with all applicable environmental laws and regulations in accordance with Section 5.5 of the Agreement;

(u) Grantee is in compliance with the competitive bidding requirements set forth in Section 3 of the Agreement; and

(v) Grantee is in compliance with the equal employment opportunity and other labor provisions as required by Section 9.3 of the Agreement.

The undersigned, in his/her capacity as _____ of Grantee, hereby certifies to Triumph that the above statements are true and correct. The undersigned also agrees to provide Triumph with such other documents as Triumph shall require in order to determine that the requested funding is consistent with the purposes of the Grant

Date: _____

Print Name: _____

EXHIBIT “B”

BUDGET

[see attached]

Exhibit A

FSU PC Collegiate High Lab School

Budget

Estimated construction start date if applicable: October 1, 2022

Estimated education component start date if applicable: August 2023

	Personnel and Professional Services	Classroom Renovation, Lease, and Furnishings	Equipment, Materials, and Supplies	Student Fees (Industry Certs, Dual Enrollment, Transportation, NSLP)	Total
Project Total					
2022	\$210,016	\$400,000	\$150,000	\$0	\$760,016
2023	\$1,053,474	\$815,000	\$268,500	\$60,500	\$2,197,474
2024	\$1,825,024	\$1,240,000	\$189,563	\$167,000	\$3,421,587
2025	\$2,080,884	\$140,000	\$206,943	\$381,875	\$2,809,702
2026	\$2,212,540	\$140,000	\$219,299	\$635,500	\$3,207,339
2027	\$2,309,939	\$140,000	\$357,783	\$847,375	\$3,655,097
2028	\$1,378,978	\$75,000	\$200,339	\$558,032	\$2,212,349
Project Total	\$11,070,855	\$2,950,000	\$1,592,427	\$2,650,282	\$18,263,564
Triumph					
2022	\$210,016	\$400,000	\$150,000	\$0	\$760,016
2023	\$833,621	\$815,000	\$150,500	\$0	\$1,799,121
2024	\$1,129,757	\$1,240,000	\$0	\$0	\$2,369,757
2025	\$812,146	\$140,000	\$0	\$0	\$952,146
2026	\$664,921	\$140,000	\$0	\$0	\$804,921
2027	\$506,654	\$140,000	\$0	\$0	\$646,654
2028	\$243,985	\$75,000	\$0	\$0	\$318,985
Triumph Total	\$4,401,100	\$2,950,000	\$300,500	\$0	\$7,651,600
Match					
2022	\$0	\$0	\$0	\$0	\$0
2023	\$219,853	\$0	\$118,000	\$60,500	\$398,353
2024	\$695,267	\$0	\$189,563	\$167,000	\$1,051,830
2025	\$1,268,738	\$0	\$206,943	\$381,875	\$1,857,556
2026	\$1,547,619	\$0	\$219,299	\$635,500	\$2,402,418
2027	\$1,803,285	\$0	\$357,783	\$847,375	\$3,008,443
2028	\$1,134,993	\$0	\$200,339	\$558,032	\$1,893,364
Match Total	\$6,669,755	\$0	\$1,291,927	\$2,650,282	\$10,611,964

EXHIBIT “C”

SmartSheet Authorized Users

Date _____

Name address	User Type (check one)*	Title	Email
1.	<input type="checkbox"/> View Only <input type="checkbox"/> Edit		
2.	<input type="checkbox"/> View Only <input type="checkbox"/> Edit		

Future changes to Authorized Users of SmartSheet (additions and deletions) must be delivered via a revised Exhibit “C” uploaded to SmartSheet and via email to the Program Administrator.

***User Types:**

View Only – users with view only rights will be able to click and read all attachments and notes but will not be able to comment, upload or edit documents.

Edit - users with Edit rights will be able to upload documents and make notes/comment in the sheet.

PLEASE NOTE: IN ALL CASES WHERE TRIUMPH IS REQUIRED OR HAS THE RIGHT TO REVIEW, APPROVE, TAKE ACTION, OR RECEIVE REQUESTS FOR FUNDING AND OTHER NOTICES, ALL OF GRANTEE’S SUCH REQUESTS FOR REVIEW, APPROVAL, ACTION, REQUESTS FOR FUNDING, AND OTHER NOTICES TO TRIUMPH MUST ALSO BE DELIVERED VIA EMAIL TO THE TRIUMPH PROGRAM ADMINISTRATOR. NO TIME PERIODS OR OTHER DEADLINES APPLICABLE TO TRIUMPH SHALL COMMENCE UNLESS AND UNTIL THE TRIUMPH PROGRAM ADMINISTRATOR RECEIVES SUCH EMAIL AND CONFIRMS THE COMPLETENESS OF THE REQUEST. ONCE THE TRIUMPH PROGRAM ADMINISTRATOR HAS CONFIRMED THE COMPLETENESS OF THE REQUEST, ANY TIME PERIODS OR OTHER DEADLINES SHALL BE DEEMED TO HAVE COMMENCED AS OF THE DATE THAT GRANTEE FIRST SUBMITTED THE FULLY COMPLETE REQUEST.

Appendix V
Draft Rental Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (herein the "Lease"), entered into on _____ (the "Effective Date"), by and between Northstar Church, Inc. ("Landlord"), a Florida Not for Profit corporation with Federal I.D. 59-3562280, and THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES ("Tenant") for the benefit of THE FLORIDA STATE UNIVERSITY, a public body corporate existing under the laws of the State of Florida.

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property and improvements located thereon defined herein as the "Property"; and

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the certain premises located on the Property, subject to the terms and conditions contained in this Lease.

NOW, THEREFORE, in consideration of the obligation of Tenant to pay rent as provided herein below, and the terms, provisions, and covenants hereinafter set forth, Landlord and Tenant agree as follows:

LEASE SUMMARY

Tenant User Group (FSU Unit): *The Collegiate School at FSU Panama City*

Total Square Footage: 12,306 square feet [per BOG Regulation 17.001(3)]

Effective Date of Lease: _____, **2023**

Premises/Property Address: 2480 St. Andrews Boulevard
Panama City, FL 32405

Building: Northstar Church

Landlord's Name and Address: Northstar Church
Attn: Joshua Street
430 W. 5th Street, Suite 400
Panama City, FL 32401

[Address for Management Company, if applicable, and/ or
Rent
payment, if different]

Tenant's Name and Address: The Florida State University Board of Trustees
c/o Leasing Administrator
969 Learning Way
Suite 105
Tallahassee, FL 32306-4152

With Copy To:

The Florida State Univesrity
 Office of General Counsel
 Attn: Dustin N. Dailey
 424 Westcott Building
 222 South Copeland Street
 P.O. Box 3061400
 Tallahassee, FL 32306-1400

Term:

Initial Term: Five (5) years after the Commencement Date (May 1, 2023), to and including April 30, 2028 (ending at 12:00 midnight).

Commencement Date: May 1, 2023 (But see Section 2.1)

Renewal Options: Two (2) consecutive periods of five (5) years each

Renewal Notice Date: 30 days prior to end of Initial Term

Leasehold Improvements: (if applicable) See Section 1.4
 See Exhibit B (please attach detailed description)

Tenant Improvement Allowance: Not to exceed **\$474,249.00**.
 (Payable in accordance with Section 1.4 and Exhibit C)

Base Rent:

	Time Period	Per Month	Per Year	Per Square Foot
Initial Term	Year 1	\$26,714.28	\$320,571.30	\$26.05
	Year 2-5	\$ Prior year's rent + annual CPI increase not to exceed 4%	\$ Prior year's rent + annual CPI increase not to exceed 4%	\$ Prior year's rent + annual CPI increase not to exceed 4%
Renewal Term	Year 6-10	\$ Prior year's rent + annual CPI increase not to exceed 4%	\$ Prior year's rent + annual CPI increase not to exceed 4%	\$ Prior year's rent + annual CPI increase not to exceed 4%
Renewal Term	Year 11-15	\$Prior year's rent + annual CPI increase not to exceed 4%	\$ Prior year's rent + annual CPI increase not to exceed 4%	\$ Prior year's rent + annual CPI increase not to exceed 4%

Amortized Rent: **\$9.08/sq. ft.** (\$474,249.00 @ 6.625% over the Initial Term)

Rent Adjustment: See Section 3.1

Rent Due Date: The last day of each month following the Commencement Date.

Security Deposit: None.

<u>Permitted Use:</u>	Such purposes as shall be permitted by applicable law, ordinances and regulations, provided other permitted uses do not conflict with the uses of any other tenants in the Building, including specifically the operation of a developmental laboratory charter school as a collegiate high school for grades 9-12 (the “ Permitted Use ”). See Article 6.
<u>Subletting and Assignment:</u>	See Section 12.1
<u>Permitted Hours of Operation:</u>	24 hours, 7 days per week
<u>Holdover Tenancy:</u>	See Section 18.4
<u>Utilities:</u>	See Section 5.1 and 5.6
<u>Insurance:</u>	
Tenant	See Section 9.1
Landlord	See Section 9.2
<u>Maintenance:</u>	
Tenant	See Section 7.1
Landlord	See Section 7.2
<u>Brokers (if applicable):</u>	Landlord’s Broker: Tenant’s Broker: N/A
<u>Early Termination:</u>	See Section 1.4(d)

ARTICLE 1 - THE PREMISES

Section 1.1 Premises

Landlord leases to Tenant and Tenant leases from Landlord that certain premises more particularly described in the Lease Summary and depicted on the Floor Plan attached hereto as **Exhibit A** (the “**Premises**”)(if the “**Premises**” are located within a multi-tenant office building then such building shall be referred to herein as the “**Building**”)(the Premises, Building, and “**Common Facilities**” as hereinafter defined may be referred to collectively herein as the “**Property**”). The net rentable area of the Premises shall constitute an aggregate area of **12,306** square feet - measured substantially in accordance with the standards established by the State of Florida Board of Governors *Regulation 17.001(3)* effective as of the date of this Lease, which comprises approximately **36%** square feet of the Building.

Section 1.2 Parking

Landlord will at all times during the Term maintain a minimum of **one (1)** reserved (marked) parking space (Reserved Parking Space) for Tenant’s exclusive use by Tenant’s law enforcement officer in the parking area of the Property (the “**Parking Area**”). Landlord will provide visitor and handicapped parking spaces for the Building in accordance with applicable laws, and Landlord will maintain a parking space per square foot ratio with other Building tenants that ensures not less than **seventy-five (75)** unreserved parking spaces for the Premises on a first-come, first-serve basis with the other tenants. Such parking space shall be provided to Tenant at no charge throughout the Term of this Lease.

Section 1.3. Common Facilities

Tenant, for itself and its employees, students, and invitees, shall have the right to use any and all common areas associated with the Building which comprises the Premises or in which the Premises is located, including, but not limited to, service roads, parking lots, parking garages, driveways, access easements, loading facilities, sidewalks, benches, walkways, courtyard, lobbies, elevators, bathrooms, kitchens, stairwells, any mechanical rooms located outside any tenant's premises and landscaping (the "**Common Facilities**"). Such Common Facilities shall at all times be subject to the exclusive control and management of Landlord. Landlord may from time to time promulgate and enforce reasonable rules and regulations, uniformly applied, for the use of the Common Facilities, and build or place landscaping and other improvements thereon. Landlord may, at any time, and from time to time, temporarily close all or any portion of such Common Facilities. In exercising such rights, Landlord, however, will not deprive or materially impair Tenant's access to the Premises or use of the parking spaces or reduce the size of the Premises. Landlord shall maintain the Common Facilities in good order and condition and kept clean and safe throughout the Term in a manner consistent with the operation of a first class office building.

Section 1.4 Leasehold Improvements.

- (a) **Description.** A description of the improvements required to make the Premises ready for Tenant's occupancy is set forth on **Exhibit B** ("**Leasehold Improvements**"), attached hereto and incorporated herein by reference. Tenant's share of these cost shall not exceed \$474,249.00 as noted in the Lease Summary and Exhibit C (herein the "**Leasehold Improvement Allowance**"). The Rent for the Premises due under the Lease shall be increased by an amount equal to the Leasehold Improvement Allowance amortized over the Initial Term of the Lease at an estimated annual interest rate of 6.625% (the "**Amortized Rent**").
- (b) **Construction.** These Leasehold Improvements shall be performed by Landlord's contractor at Landlord's expense (subject to the increased Rent above), utilizing building standard materials and constructed in a good and workmanlike manner in accord with the plans & specifications pre-approved by Tenant in writing and in strict compliance with all applicable building, fire, health, and sanitary codes by a licensed general contractor selected by Landlord and reasonably acceptable to Tenant.
- (c) **Date of Delivery.** Landlord shall be responsible for obtaining the Certificate of Occupancy no later than **May 1, 2023**. In the event Landlord fails to deliver possession of the Premises to Tenant on or before this date, then Tenant shall receive one (1) day of abated Rent for each one (1) day of such delay in the date of delivery. Landlord and Tenant shall execute the Lease Commencement Agreement described in Section 2.1 and attached hereto as **Exhibit D**, memorializing the actual Commencement Date.
- (d) **Optional Reimbursement.** Tenant shall have the option to reimburse Landlord for its share of the Leasehold Improvements in the amount agreed upon on the Commencement Date but not to exceed the Leasehold Improvement Allowance. If Tenant elects this option, then the parties agree to execute an amendment to this Lease upon notice from Tenant of its election and the amendment will include a reduction of the Rent removing the amortized portion of the Leasehold Improvements.
- (e) **Early Termination.** To the extent Tenant does not exercise its right to reimburse Landlord in subparagraph (d) above, if Tenant exercises its right for early termination pursuant to Section 18.16 or Section 18.22 during the Initial Term, then Tenant shall pay to Landlord the fair market value of the Leasehold Improvements attributable to Tenant on **Exhibit B** (excluding those attributable to Landlord) up to the amount of the Leasehold Improvement Allowance valued as of the date of termination. The fair market value shall be the unamortized portion of these leasehold improvements as of the date of termination based on an agreed upon initial value stated by the parties in the Lease Commencement Agreement and amortized over the Initial Term on a straight-line basis. The unamortized portion of these

leasehold improvements shall be paid in equal monthly installments over the remaining Initial Term. If any portion of the original leased premises is occupied after termination but during the original Initial Term by a tenant who does not require material changes to the premises, the repayment of the costs applicable to the occupied but unchanged portion shall be waived and forgiven.

- (f) Renewal Improvements. If Tenant exercises its option for the first Renewal Term, then Landlord agrees to provide a fresh coat of paint and new flooring throughout the Premises within six (6) months of receiving Tenant's notice of intent to renew (in Year 6). These improvements shall be performed by Landlord's contractor at Landlord's sole cost and expense utilizing building standard materials and in a good and workmanlike manner. Any newly installed floor covering, carpet, or fresh paint shall reasonably match the quality and color of the materials within the Premises on Commencement Date.

ARTICLE 2 - TERM

Section 2.1 Initial Term & Commencement Date

The initial term of this Lease shall be as set forth in the Lease Summary. The "Commencement Date" shall be the date set forth in the Lease Summary or as noted in Exhibit D ("Lease Commencement Agreement"), which date shall control. Notwithstanding the Commencement Date established in the manner set forth above, Tenant and Landlord acknowledge and agree that this Lease is binding upon them as of the Effective Date.

Section 2.2 Renewal Options

Tenant shall have the right to renew this Lease for the periods and at the rents set forth in the Lease Summary. In order to renew this Lease, Tenant shall notify Landlord within the time period set forth in the Lease Summary. Failure to so notify Landlord shall be deemed non-renewal of this Lease, but otherwise subject to a Holdover Tenancy pursuant to Section 18.4. For purposes of this Lease, "Term" means the initial term and all renewal terms.

ARTICLE 3 - RENT

Section 3.1 Rent

Tenant shall pay the annual Base Rent and Amortized Rent set forth in the Lease Summary in equal monthly installments beginning on the Commencement Date (collectively, the "**Rent**"). Rent shall be paid to Landlord at the address set forth in the Lease Summary, or such other address as Landlord may, from time to time, designate in writing to Tenant. The first payment of Rent shall be due and payable on the Commencement Date or the first day of occupancy (whichever is later). Each subsequent installment of Rent shall be due and payable monthly without prior demand on the first (1st) day of each succeeding calendar month. If the first and/or last months of this Lease are partial calendar months, then the first and/or last payments of Rent shall be proportionately adjusted on the basis of a thirty (30) day month. Commencing on the anniversary date of the Commencement Date, the annual Base Rent shall be increased by the **lesser** of: (i) the percentage increase in accordance with the Consumer Price Index for All Urban Consumers (CPI U): All city average, unadjusted, as published by the U.S. Department of Labor, during the 12-month period; or (ii) **4%** of the preceding year's rate, and effective as of the first day of the month following the anniversary date, as reflected on the rent table in the Lease Summary. If Tenant exercises its option(s) to renew the original term, as provided under Section 2.2 above, the annual Base Rent for each renewal term shall be as set forth in the Lease Summary.

Section 3.2 Full-Service Gross Lease

The parties hereby acknowledge and agree that this Lease is a "**full service gross lease**", meaning that the Rent is inclusive of all charges payable by Tenant in connection with this Lease. Except as otherwise expressly set forth herein, Landlord shall be responsible, at Landlord's sole cost and expense, for all operating costs of the Premises, Building, and Common Facilities, including, but not limited to: (i) the cost of all utilities supplied to

the Premises and Common Facilities (e.g. electricity, water, HVAC, etc.), (ii) Landlord's liability, property, and casualty insurance, (iii) labor and costs incurred in managing the Building, Premises, and Common Facilities, (iv) the costs of maintenance and repair of the Building, Premises, and Common Facilities, including, but not limited to, the Building elevator(s), roof, masonry, foundation, structural components, windows, doors, sidewalks, paved areas, electrical, mechanical, utility, plumbing and HVAC systems, (v) parking, security, trash collection, janitorial services, phone and internet, and (vi) ad valorem taxes, assessments, or other public charges or fees. Except as otherwise expressly provided in this Lease, Tenant shall not be liable to pay or reimburse Landlord nor any other party for all or any portion of any charges or expenses incurred by Landlord and/or such other party for any costs associated with the operation, maintenance, repair, replacement or alteration of any land or improvements located on Landlord's property, the Premises, Common Facilities, or the Building, including, without limitation, expenses for taxes, insurance, security, maintenance, management and/or administration of said areas.

ARTICLE 4 – TAXES, ASSESSMENTS, AND PUBLIC CHARGES

Section 4.1 Real Estate Taxes

Landlord shall pay all real property taxes, public charges, fees, and assessments assessed or imposed upon the Premises, with such payments being made prior to such taxes, charges, or fees becoming delinquent.

Section 4.2 Sales Tax on Rent

Tenant, as a public body corporate of the State of Florida, is exempt from sales tax, and will provide a certificate evidencing such exemption upon Landlord's request. Tenant's Tax-Exempt Certificate is No. 85-8012584914C-7, which is attached hereto as **Exhibit E** ("Certificate of Exemption"). Landlord shall pay any federal, state, or local sales or other taxes upon the rents payable hereunder.

ARTICLE 5 – SERVICES

Section 5.1 Utilities

Landlord shall promptly pay, as and when due, all charges for water, sewer, electricity, gas, and other utilities supplied to the Premises. Landlord shall make all utilities, including but not limited to heating, ventilation and air-conditioning ("HVAC") service available to the Premises, which shall be operated and maintained by Landlord in satisfactory operating condition during the hours set forth on the Lease Summary to the standard and in a manner customary in other Class A office buildings in the local market, or submarket, if applicable. In the event any utility is disrupted through no fault of Tenant to such an extent that Tenant cannot operate in accordance with its legal obligations for a period of more than forty-eight (48) hours (excluding any outage due to a "Casualty" as hereinafter defined), the Rent payable under this Lease shall abate during the remaining period of disruption. Landlord will provide monthly energy consumption and cost data pursuant to section 255.257, *Florida Statutes*. Tenant will, at all times, attempt to act in a prudent manner to conserve the amount of utilities consumed.

Section 5.2 Janitorial Services

Landlord shall, at its own expense, furnish, without additional charge, janitorial services for general cleaning of the Premises, as well as the Building and Common Facilities, which shall include all necessary janitorial supplies and the provision of trash disposal. Landlord shall use reasonable efforts when selecting vendors to provide janitorial services in an effort to secure vendors with honest and efficient employees. Tenant agrees to report promptly to Landlord any neglect of duty or any incivility on the part of such vendors which in any way interferes with the full enjoyment of the Premises rented by the Tenant.

Section 5.3 Trash and Rubbish Removal

Landlord shall, at its own expense, keep the Property clean, both inside and outside at his own expense, and shall see that all garbage, trash, and all other refuse is removed from the said Property.

Section 5.4 Pest Control

Landlord shall, at its own expense, keep the demised Property free from infestation by termites, rodents, and other pests and shall repair all damage caused to the demised Property by the same during the term of this Lease.

Section 5.5 Light Fixtures

Landlord shall, at its own expense, provide lighting fixtures as required in the Premises, Building and Common Facilities and the services related to the same. Landlord shall be responsible for replacement of all bulbs, ballasts, lamps, starters, and tubes used in such fixtures for the purposes of furnishing light as needed thereafter.

Section 5.6 Telephone and Internet

Landlord shall, at its own expense, provide for Tenant's use, and in good working order, the minimum telecom and data systems at the Building including the improvements more particularly described as a part of the **Leasehold Improvements** on **Exhibit B** (collectively, the "**Building IT Systems**"). Landlord shall maintain the Building IT Systems in good working order and make system upgrades necessary to maintain a commercially reasonable standard for buildings of a type comparable to the Building. Tenant will be responsible for connecting its own IT/telecom/data network equipment to the Building IT System. Tenant shall promptly pay all service charges for telephone and internet services provided to the Premises directly to the service providers.

Section 5.7 Security

The Landlord, at its own expense, shall be responsible for providing sufficient security for the Building and Common Facilities at all times during Tenant's use and operation.

ARTICLE 6 – USE AND OCCUPANCY

Section 6.1 Use & Quiet Enjoyment

The Premises shall be used and occupied by Tenant solely for the Permitted Use set forth in the Lease Summary and for no other purpose. Tenant shall have the right but not the obligation to conduct its operations during the hours set forth in the Lease Summary. Tenant agrees and understands that the Premises shall not be used for any other purpose, unless written consent by Landlord is first obtained. Landlord warrants, covenants, and agrees that if Tenant shall pay all rents due to Landlord from Tenant hereunder and perform all the covenants of the Lease to be performed by Tenant, then Tenant shall, during the Term hereof, freely, peaceably and quietly occupy and enjoy the full possession of the Premises, together with all appurtenances and all other rights and privileges herein granted, free of any interference and without hindrance or interruption by Landlord or any other person(s). Specifically, Landlord shall not permit the quality and manner of Tenant's egress and ingress to and from the Premises through the Building and Common Facilities, including, without limitation, the parking lots, parking garages, elevators, stairwells, lobbies or hallways of the Building, as such access exists on the Commencement Date, to be impeded by Landlord or any other person(s) whatsoever.

Section 6.2 Landlord's Representations and Warranties.

Landlord hereby represents and warrants to Tenant that, as of the Effective Date:

(a) Landlord has good and marketable title to the Property, free and clear of any mortgage, deed of trust, or other encumbrance whatsoever, except for those identified in writing by Landlord to Tenant prior to the Effective Date, and Landlord possesses full power and authority to deal therewith in all respects and no other party has any right, right of first refusal, or option thereto or in connection therewith;

(b) As a condition precedent of this Lease, Landlord represents and warrants that the Premises, Building, and Common Facilities comply with sections 255.21 and 255.211, *Florida Statutes*, Section 504 of the Rehabilitation Action (1973), as amended, and the Americans with Disabilities Act (1990), as amended, as well as the Florida Building Code (Section 553.73, F.S.), which are incorporated herein by the reference.

(c) the Property is zoned so as to permit Tenant to use and operate the Premises for the Permitted Use, and there are no easements, covenants, conditions, restrictions, rights-of-way, governmental rules, statutes, ordinances, moratoria, policies or plans which would prohibit or interfere with the operation of Tenant's business upon the Premises;

(d) there are no pending or, to Landlord's best knowledge, threatened condemnation proceedings or other governmental, municipal, administrative or judicial proceedings affecting the Property;

(e) there are no pending or, to Landlord's best knowledge, threatened actions or legal proceedings affecting the Property;

(f) there are no unpaid special assessments for sewer, sidewalk, water, paving, gas, electrical or power improvements or other capital expenditures or improvements, matured or unmatured, affecting the Property;

(g) this Lease and the consummation of the transactions contemplated herein are the valid and binding obligations of Landlord and do not constitute a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, nor are they inconsistent with, any contract to which Landlord is party or by which it is bound;

(h) there are no outstanding notices of, nor, to Landlord's best knowledge, are there, any violations of any law, regulation, ordinance, order or other requirements of any governmental authority having jurisdiction over or affecting any part of the Property;

(i) Landlord is not obligated upon any contract, lease or agreement, written or oral, with respect to the ownership, use, operation or maintenance of any part of the Property which will adversely impact Tenant's use of the Premises for the Permitted Use;

(j) Landlord is duly organized and existing under the laws of the State of Florida and has full power and authority to enter into this Lease and the transactions contemplated hereby and to perform its obligations hereunder and by proper action has duly authorized the execution and delivery of and performance under this Lease; and

(k) Landlord shall notify Tenant immediately if at any time prior to the Commencement Date any of the foregoing representations and warranties in this paragraph become untrue or incorrect.

(l) Landlord does not know or have reason to know of the presence of any asbestos containing materials or other hazardous materials in the Premises, Building or any Common Facilities. Landlord certifies that the Building and Property comply with the requirements of § 1013.365, Florida Statutes.

Section 6.3 Occupancy Regulations

Tenant agrees that it:

(a) will not use the plumbing facilities for any purpose other than that for which they are constructed and will not permit any foreign substance of any kind to be thrown therein. The expense of repairing any breakage, stoppage, seepage or damage whether occurring on or off the Premises, resulting from a violation of this provision by Tenant's or Tenant's employees, agents or invitees shall be borne by Tenant except where covered under Landlord's insurance;

(b) will comply with all laws and ordinances and all rules and regulations of governmental authorities with respect to Tenant's use of the Premises; and

(c) will use only such electrical appliances as will not overload the electrical service of the Premises as supplied by Landlord.

The parties further acknowledge the requirements in subsection (b) above for compliance with applicable laws and ordinances are exclusive to Tenant's use of the Premises, and Landlord shall at all times, at Landlord's expense, remain fully responsible as owner of the Premises for ensuring the Premises, Building and Common Facilities are maintained in compliance with all local health, building, and safety codes and inspection requirements, including any associated fees.

Section 6.4 Relocation INTENTIONALLY DELETED.

Section 6.5 Normal Building Hours and Access

Normal business hours of the Landlord are Monday – Friday, 8:30 a.m. – 5:30 p.m. The Premises will have a private entrance that will allow access to the Building and Premises outside of normal hours. Landlord will provide Tenant with a security code for alarm deactivation. Tenant will provide Landlord with a contact list of employees who will have keys/access to the Building. Landlord will provide Tenant with three (3) sets of physical keys for use by Tenant's director, their designee, and the School Resource Officer (SRO).

Section 6.6 Additional Tenants.

Except for the existing tenants, Landlord shall notify Tenant of any potential additional tenants in the Building during the Term. Tenant shall provide its approval or disapproval of any such potential tenant in writing within ten (10) days of Landlord's notification to Tenant of Landlord's intention to lease to such potential tenant. If Tenant fails to notify Landlord of its approval or disapproval it shall be deemed that Tenant approved such tenant. Tenant shall not unreasonably delay, condition, or withhold its approval and may disapprove of such tenant only in the event such tenant's business is illegal, immoral, related to the adult entertainment industry, or if such tenant's employees, customers, clients or invitees are of a type or character which will disrupt or not be compatible with the Tenant's use of its Premises. It shall be presumed that a tenant with a business or professional use which complies with the current the zoning of the Property, shall be acceptable unless Tenant can establish that such tenant's business is in fact illegal, immoral, related to the adult entertainment industry, or if such tenant's employees, customers, clients or invitees are of a type or character which will disrupt or not be compatible with the Tenant's Permitted Use of its Premises.

ARTICLE 7 - MAINTENANCE

Section 7.1 Tenant's Responsibilities

During the Term, Tenant will, at all times, take good and ordinary care for the preservation of the Premises in the same order and condition maintained by Landlord pursuant to Section 7.2, ordinary wear and tear and "Casualties" (as hereinafter defined) excepted, and subject to Landlord's obligation to furnish janitorial services pursuant to Section 5.2.

Section 7.2 Landlord's Responsibilities

At Landlord's expense, Landlord shall maintain, repair and replace as necessary, the Building, Common Facilities, and the Premises, including, but not limited to:

- (a) **Interior Areas**: Landlord shall perform interior maintenance and repairs as may be necessary due to normal usage in accordance with generally accepted good practices for other first-class office buildings of like size and quality located in the same market, or submarket if applicable, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage; further, Landlord hereby accepts and agrees to the procedure contained in the Air Quality Addendum attached hereto as **Exhibit I**;
- (b) **Exterior Areas**: including, but not limited to, the roof (specifically, keeping the roof free of leaks), load bearing walls, foundations, floor slabs, columns, exterior walls, imbedded utility lines, gutters, downspouts and subfloors, HVAC;
- (c) **Common Facilities, Outside Areas, & Landscaping**: Landlord shall maintain the Common Facilities outside the Building, including the parking lot, driveways, sidewalks, landscaping to a commercially reasonable standard for buildings of a type comparable to the Premises owned by reasonable and prudent commercial landlords and in a manner consistent with the operation of a first-class office building. Specifically, the Landlord shall incorporate regular landscaping services, including mowing, edging, bed work, trimming of bushes and trees. The standard for such service shall be that of other multi-tenant office buildings of like size and quality located in the same market, or submarket if applicable. The Landlord shall contract to have all landscaped areas maintained at least one (1) day per week during the growing season (approximately April through November);
- (d) **Utilities**: Landlord shall maintain within the Premises, Building and Common Facilities, all utilities and utility component systems, including but not limited to electrical components, lighting fixtures and components, plumbing, heating, ventilation and air-conditioning ("HVAC") service available to the Premises, which shall be operated and maintained by Landlord in satisfactory operating condition during the hours set forth on the Lease Summary to the standard and in a manner customary in other Class A office buildings in the local market, or submarket, if applicable.
- (e) **Structural Elements**: Landlord shall maintain and repair all other interior and exterior structural elements of the Premises, Building, and Common Facilities, so as to keep the same in good order and repair throughout the Term of this Lease;
- (f) **Windows**: Landlord shall be responsible for the replacement of all windows broken or damaged in the Premises, except such breakage or damage caused to the exterior of the Premises by Tenant, its officers, agents or employees unless covered under Landlord's insurance;

- (g) Fire Protection: Landlord shall provide for fire protection during the Term of this Lease in accordance with the fire safety standards of the State Fire Marshal, including all necessary fire protection equipment such as fire extinguishers and sprinklers. Landlord shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Landlord agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Tenant, and at any reasonable time thereafter.
- (h) Normal Wear and Tear Maintenance: For purposes of this Lease, the parties agree that the useful life of the paint, carpet, and floor coverings used within the Premises and Building is ten (10) years. Accordingly, Landlord shall re-carpet, re-cover the floor, and re-paint the Premises every ten years following the Effective Date and throughout the Term of the Lease. Any newly installed floor covering, carpet, or fresh paint shall reasonably match the quality and color of the floor covering, carpet, and paint within the original Premises.

All repairs, replacements and restorations made by Landlord shall be equal or better in quality and class to the originals thereof and shall be completed in compliance with applicable law. Landlord shall expeditiously commence and complete any repairs or replacements required by the terms of this Lease. The Landlord warrants that, at Landlord's expense, all building systems listed in this section 7.2 shall be in working order and in full compliance with all applicable code and inspection requirements upon initial occupancy by Tenant and throughout the Term. Landlord shall maintain the Property (interior and exterior) so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the Term. Any physical changes to the Property, which may be required to be made to the facility as a result of changes in ordinances and codes, shall be done by Landlord at Landlord's sole cost and expense.

ARTICLE 8 - SIGNS, FIXTURES AND ALTERATIONS

Section 8.1 Signs

To the extent not included in the Leasehold Improvements, Tenant shall not place or erect any signs, decorative devices, awnings, canopies or other advertising matter visible from the exterior of the Premises without the prior written consent of Landlord. Landlord's consent shall not be unreasonably withheld, conditioned, or delayed. Interior signs on doors shall be inscribed, painted, or affixed at the expense of Landlord and shall be of a size, color and style acceptable to Landlord.

Section 8.2 Trade Fixtures

All trade fixtures installed by Tenant in the Premises, including smartboards, shall be the property of Tenant and shall be removed at the expiration or sooner termination of the Lease, provided that any damage caused by such removal is promptly repaired at Tenant's expense. If Landlord must make the required repairs due to Tenant's removal of trade fixtures, Tenant shall reimburse Landlord within thirty (30) days of receipt of Landlord's invoice specifying the reasonable expenses incurred. Trade fixtures shall include all fixtures, machinery, equipment, appurtenances, and appliances placed or installed on the Premises by Tenant. If Tenant fails to remove any such trade fixtures upon expiration or sooner termination of the Term of this Lease, such trade fixtures shall be deemed abandoned and shall become the property of Landlord. Any lighting fixtures, heating and air conditioning equipment, plumbing and electrical systems and fixtures and floor covering shall not be deemed to be trade fixtures, whether installed by Tenant or by any other party, and shall not be removed from the Premises but shall upon installation become the property of Landlord without any compensation to Tenant.

Section 8.3 Alterations

Other than the improvements described in Section 1.4 of this Lease, Tenant shall not make any changes, alterations, or improvements to the Premises that are structural (including HVAC, electrical, or plumbing) or cost more than \$10,000.00 without Landlord's prior consent, which shall not be unreasonably withheld, conditioned or delayed. If requested by Landlord, Tenant shall submit to Landlord reasonable plans and specifications for the proposed work and an estimate of the anticipated cost thereof. Landlord may impose reasonable conditions such as to permits, insurance, bonds, and waivers and releases of mechanic's liens as Landlord deems advisable or necessary. Any alterations, additions or improvements made by Tenant with the consent of Landlord shall become the property of Landlord and shall remain upon the Premises at the expiration or sooner termination of this Lease.

Section 8.4 Mechanic's Liens

Tenant shall not permit any lien or claim for lien of any construction, mechanic, laborer or supplier to be filed against the Premises. If any such lien, notice or claim, is filed, Tenant shall within thirty (30) days after notice of the filing thereof cause said lien, notice or claim to be removed and discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law; provided, however, that Tenant shall have the right to contest the amount or validity, in whole or in part, of any such lien, notice or claim by appropriate proceedings but in such event Tenant shall promptly bond over such lien, notice or claim with a surety company reasonably satisfactory to Landlord and shall prosecute such proceedings with due diligence. If Tenant fails to so discharge or bond such lien within the time periods provided, Landlord may at its election, after written notice to Tenant, remove or discharge such lien, notice or claim by paying the full amount thereof, or otherwise, and without any investigation or contest of the validity thereof, and Tenant shall pay to Landlord upon demand, as additional rent, the amount paid by the Landlord, including Landlord's reasonable costs, expenses and counsel fees.

ARTICLE 9 – INSURANCE & LIABILITY

Section 9.1 Tenant's Insurance

Tenant shall insure through a State of Florida program, or self-insure, at its own cost and expense, its fixtures, furnishings, equipment and personal property which it may use or store on the Premises. Tenant, as a public body corporate of the State of Florida, participates in the State of Florida's Risk Management Trust Fund for purposes of general liability, workers' compensation, and employer's liability insurance coverage, with said coverage being applicable to Tenant's officers, employees, servants, and agents while acting within the scope of their employment or agency. Tenant shall provide to Landlord copies of certificates evidencing the aforementioned insurance coverage upon Landlord's request. However, as a public entity, Tenant cannot name another party as an additional insured.

Section 9.2 Landlord's Insurance

Landlord shall, throughout the Term of this Lease, maintain (i) fire, windstorm and extended coverage (Causes of Loss-Special Form coverage) insurance in an amount adequate to cover the full replacement costs of the Premises (including Leasehold Improvements), the Building, and Common Facilities covering loss occasioned by a "Casualty" as hereinafter defined, and (ii) comprehensive general public liability and property damage insurance covering the Building and Common Facilities in reasonable and customary amounts of coverage and premium costs that a prudent landlord of a building of comparable size, age, and location would carry (**but with a minimum coverage of at least \$2,000,000 per claim**). Landlord shall name through written endorsement Tenant as additional insured on the comprehensive general liability insurance and provide Tenant with a certificate of such insurance evidencing same. Landlord's insurer(s) shall be licensed to do business in the State of Florida and have a minimum A.M. Best's financial rating of A-/VII.

Section 9.3 Waiver of Subrogation **INTENTIONALLY DELETED.**

Section 9.4 Liability

TO THE EXTENT AUTHORIZED AND PERMITTED BY LAW, LANDLORD AND TENANT AGREE TO ACCEPT RESPONSIBILITY FOR ANY INJURIES OR DAMAGES ARISING FROM THE NEGLIGENT AND WRONGFUL ACTS OF THEIR RESPECTIVE EMPLOYEES, OFFICERS AND AGENTS ACTING WITHIN THE SCOPE OF THEIR EMPLOYEMENT. HOWEVER, NOTHING HEREIN SHALL CONSTITUTE OR BE CONSTRUED AS AN INDEMNITY OR A WAIVER OF SOVEREIGN IMMUNITY ENJOYED BY TENANT BEYOND THE LIMITATIONS SET FORTH IN SECTION 768.28, FLORIDA STATUTES, OR ANY OTHER LAW PROVIDING LIMITATIONS ON CLAIMS.

ARTICLE 10 - DAMAGE OR DESTRUCTION

Section 10.1 Damage or Destruction

If the Premises (including the Leasehold Improvements), the Building in which the Premises may be located, or the Common Facilities are damaged or destroyed by fire, flood, lightning, storm, or other casualty, which includes, but is not limited to wind, water, hail, sinkholes, or acts of third parties such as vandalism, malicious mischief, and sprinkler or pipe leakage (herein "Casualty" or Casualties"), the Landlord shall within thirty (30) days of such Casualty notify the Tenant (the "Landlord's Notice") whether Landlord elects to repair the damage and restore the damaged portion of the Property, including the Leasehold Improvements, to the condition existing immediately prior to such Casualty at Landlord's own costs and expense, and, if so, whether in the reasonable determination of the Landlord the damage can be repaired within one hundred twenty (120) days of such notice (the "Restoration Period"). If Landlord elects not to repair the damage then this Lease will terminate effective as of the date of the Casualty and the Rent shall be prorated as of that date. If Landlord elects to repair the damage and (i) the damage substantially interferes with Tenant's ability, in its reasonable judgment, to conduct its business therefrom, or (ii) if the repairs and restoration cannot be completed within the Restoration Period as determined by Tenant, then Tenant may, at its option, within thirty (30) days of the receipt of the Landlord's Notice, terminate this Lease effective as of the date of the Casualty and the Rent shall be prorated as of that date. If Landlord has elected to make the repairs and if Tenant has not exercised its right to terminate as set forth above, the Landlord shall within thirty (30) days from the date of the Landlord's Notice, commence the repairs and restoration and proceed with all due diligence to restore the damaged areas to substantially the same condition in which they were in immediately prior to the occurrence of the Casualty. In the event the Landlord fails to deliver to the Tenant a Landlord's Notice within the required thirty (30) day period, or fails to complete the repairs and restoration within the Restoration Period, then the Tenant shall have the right to terminate this Lease as of the date of the Casualty. Landlord shall have no obligation to restore fixtures, improvements, furniture, equipment or other personal property of Tenant. In the event of termination of the Lease pursuant to this paragraph, Landlord will immediately refund the prorated part of any Rent paid in advance by Tenant prior to such destruction, and, to the extent Tenant has paid for the Leasehold Improvements, Landlord shall pay Tenant for the unamortized portion of the Leasehold Improvements pursuant to Section 1.4.

Section 10.2 Minor Damage

Notwithstanding anything herein to the contrary, if the repair and restoration costs of the damaged portion of the Property are less than \$100,000.00, then Landlord shall be obligated to commence and complete the repair, rebuild, and restoration of the damaged Property, including the Leasehold Improvements, within ninety (90) days following the Casualty thereby restoring the damaged portion of the Property, including the Leasehold Improvements, to the condition existing immediately prior to such Casualty, at Landlord's own cost and expense

without regard for whether or not there are adequate insurance proceeds. Tenant shall have the right to terminate this Lease, effective as of the date of the Casualty, with rent being prorated as of the date of such Casualty, in the event the Casualty damages to the Premises or those Casualty Damages impacting the use of or access to the Premises or otherwise resulting in a material interference with the operations of Tenant's business are not repaired within the ninety (90) day period. In the event of termination of the Lease pursuant to this paragraph, Landlord will immediately refund the prorated part of any Rent paid in advance by Tenant prior to such destruction, and, to the extent Tenant has paid for the Leasehold Improvements, Landlord shall pay Tenant for the unamortized portion of the Leasehold Improvements pursuant to Section 1.4.

Section 10.3 Rent Abatement or Reduction

For such period of time as Tenant cannot, in its reasonable judgment, conduct its business from the Premises as a result of the condition of the Premises, the Common Facilities, or the Building of which the Premises may be a part, or caused by an interruption thereof because of reconstruction activities, the Rent shall abate. To the extent and during the time that only a portion of the Premises is tenantable and to the extent that Tenant is able in its reasonable judgment to conduct its business therefrom, the Tenant shall receive a fair diminution of Rent. Such abatement or diminution shall continue until the earlier to occur of (a) the date the Tenant reopens for business; or (b) thirty (30) calendar days after substantial completion of Landlord's repair or restoration work.

ARTICLE 11 - EMINENT DOMAIN

Section 11.1 Taking

If by any lawful authority through condemnation or under the power of eminent domain: (a) the whole of the Premises shall be taken; (b) less than the entire Premises shall be taken, but the remainder of the Premises are not, in reasonable judgment, fit for Tenant to carry on its business therein; (c) a taking occurs and Tenant determines, in its reasonable judgment, that after such taking adequate parking space will not be available near the Premises; (d) there is any substantial impairment of ingress or egress from or to or visibility of the Premises; or (e) all or any portion of the Common Facilities, if any, shall be taken resulting in a material interference with the operations of Tenant's business, then in any such event, Tenant may terminate this Lease, effective as of the date of such taking, and the Rent and other sums paid or payable hereunder shall be prorated as of the date of such termination.

Section 11.2 Rent Adjustment

Unless this Lease is canceled as above provided, commencing with the date possession is acquired by the condemning authority, the Rent shall be reduced in proportion to the ratio that the value of the Premises immediately following such taking bears to the value of the Premises immediately prior to such taking, and Landlord shall restore the Premises, at Landlord's cost and expense, to a complete architectural unit. During such restoration the Rent shall be abated to the extent the Premises are rendered untenable.

Section 11.3 Awards

All compensation awarded or paid in any such eminent domain proceeding shall belong to and be the property of Landlord without any participation by Tenant, except that nothing contained herein shall preclude Tenant from prosecuting any claim directly against the condemning authority in such eminent domain proceeding for the value of its leasehold estate (if the Lease terminates), its relocation costs, its unamortized Leasehold Improvements and trade fixtures, loss of business and the like.

ARTICLE 12 - ASSIGNMENT AND SUBLETTING

Section 12.1 Assignment and Subletting

(a) Upon written notice to Landlord, Tenant may assign this Lease to a separate entity established solely for the purpose of operating the developmental laboratory charter school authorized by the University.

(b) Upon written notice to Landlord, Tenant may sublet all or any part of the Premises to any entity which is directly related to Tenant.

(c) Otherwise shall not assign this Lease nor sublet all or any part of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. For the purposes of this section, any mortgage, conveyance, transfer, or encumbrance of this Lease and any transfer of any right to possession or use of the Premises shall be deemed an assignment or subletting.

(d) Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

(e) If the Premises are occupied by anyone other than Tenant, whether as assignee, subtenant, concessionaire or otherwise, Landlord may collect rent from such occupant, and apply the amount collected to the Rent reserved under this Lease and acceptance of such rent shall not be deemed a consent to any such occupancy or any such other party.

(f) Any consent by Landlord to any assignment of this Lease may be conditioned upon the assignee assuming the full and faithful performance of all the terms and conditions of this Lease and upon the continued liability of Tenant under all the terms hereof. Any consent by Landlord to any subletting may be conditioned upon the subtenant's express agreement to be bound by the terms, covenants and conditions and restrictions of this Lease applicable to Tenant.

(g) Upon an assignment to the entity described in subsection (a) above, the University shall be relieved of any and all obligations and liabilities under this Lease.

Section 12.2 Sale by Landlord – Notice of Sale

In the event Landlord proposes to sell the property containing the Premises, Building, or any of the Common Facilities, or transfer more than fifty percent (50%) of the stock or membership interest in Landlord (by sale or otherwise), or otherwise assign or transfer Landlord's interest in this Lease, then Landlord shall provide Tenant written notice of the same thirty (30) days prior to the consummation or closing of the sale or transfer.

ARTICLE 13 - SUBORDINATION AND ESTOPPEL CERTIFICATES

Section 13.1 Subordination

This Lease shall be subject and subordinate to any mortgage or mortgages affecting the Premises existing as of the Effective Date. If any mortgagee so requests, Tenant shall execute, acknowledge and deliver Tenant's standard agreement confirming the same. In addition, no later than thirty (30) days prior to the Commencement Date, Landlord will obtain from every mortgagee, lessee, and holder of a deed of trust or any other instrument creating a lien upon the Premises, an agreement in a form acceptable to Tenant wherein the mortgagee(s), lessee(s) and holder(s) of the deed(s) of trust or other instruments agree not to disturb Tenant's possession, deprive Tenant of any rights or increase Tenant's obligations under the Lease (each a "Subordination, Non-Disturbance and Attornment Agreement"). Landlord agrees not to further mortgage or encumber the fee from the Effective Date unless Landlord obtains a Subordination, Non-Disturbance and Attornment Agreement from

such mortgagee(s), lessee(s) and holder(s) of the deed(s) of trust or other instruments in a form acceptable to Tenant. Upon the failure of Landlord to timely comply with this paragraph, Tenant may terminate the Lease and the parties shall be released from any further liability.

Section 13.2 Estoppel Certificates

Within twenty (20) days after request by Landlord, but no more frequently than once per calendar year, Tenant agrees to deliver a Lease Statement as shown in **Exhibit F** ("Form of Lease Statement, Estoppel Certificate"). Tenant shall, in the event of any foreclosure, attorn to the purchaser as a Landlord under this Lease, provided that such purchaser shall agree in writing to assume all obligations of Landlord hereunder.

ARTICLE 14 - RIGHTS OF LANDLORD

Section 14.1 Right of Entry

Landlord or Landlord's agents or such persons as Landlord may authorize may enter the Premises at any time in the event of an emergency (provided Landlord supplies the names of personnel or agents approved for access to Premises) or at other reasonable times during business hours upon prior seven (7) days prior notice to Tenant, for purposes of examination, exposition to prospective Tenants of the Premises (during the last three (3) months of the Term), exposition to prospective purchasers of the Premises or project in which the Premises is located, and making repairs to the Premises. Landlord may take into the Premises all material that may be required to make such repairs. In the event of an emergency, if Tenant or a designee of Tenant shall not be present to open and permit entry into the Premises at any time when such entry shall be necessary or permissible, Landlord or its agents may enter the Premises by a master key or may forcibly enter thereon, without rendering Landlord or such agent liable therefore and without affecting the obligations and covenants of Tenant. It is understood and agreed that the Landlord's right of entry under this provision does not entitle Landlord to access any of Tenant's files or confidential records, including all electronic records or films. During period of entry into the Premises, Landlord shall use its best efforts not to disrupt the operation of Tenant's business. Furthermore, notwithstanding anything to the contrary herein, Tenant may restrict or prohibit Landlord's access to the Premises as reasonably necessary to protect student privacy in accordance with applicable law, and to prevent any interference with or disruption to lectures, student instruction, or test taking by students.

ARTICLE 15 - DEFAULT AND REMEDIES

Section 15.1 Events of Default and Remedies

In the event either party fails to perform or neglects to observe any portion of the conditions or covenants herein contained, the non-defaulting party is required to give the defaulting party written notice setting forth in reasonable detail the nature and extent of such failure and the defaulting party will have thirty (30) days from receipt of said notice to cure such failure. If such failure cannot reasonably be completely cured within that thirty (30) day period, the length of such period shall be extended for the period reasonably required thereof, only if the defaulting party commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity. If the failure shall continue after the cure period, the non-defaulting party shall have the right to pursue any remedy provided by applicable law. Landlord agrees to use all reasonable efforts to mitigate damages on account of any default by Tenant, including, specifically, all reasonable efforts to relet the Premises in the event Tenant vacates prior to the expiration of the Term and Tenant's termination rights provided herein are inapplicable. In no event shall Tenant be liable to Landlord or any other person for consequential, special or punitive damages, including, without limitation, lost profits.

Section 15.2 Tenant's Right to Cure Landlord's Default

Subject to the provisions of Section 15.1, if Landlord breaches any covenant to be performed by it under this Lease, then Tenant after Notice to and demand upon Landlord as provided in Section 15.1, in addition to and without waiving any other right or remedy or releasing Landlord from any obligation hereunder, may (but shall be under no obligation at any time) make such payment or perform such act for the account and at the expense of Landlord. All sums so paid by Tenant and all costs and expenses so incurred (including, without limitation, reasonable attorney's fees), shall be paid by Landlord, to Tenant on demand. All sums not paid by Landlord within thirty (30) days shall bear interest thereon at the interest rate of 10% per annum (compounded monthly) from the date on which such sums or expenses were originally paid or incurred by Tenant. If Landlord does not pay such invoice together with accrued interest within ninety (90) days after Landlord receives the invoice, then Tenant may thereafter abate, offset and/or recoup against the Rent the amount set forth in such invoice plus any interest which has accrued pursuant to the immediately preceding sentence. The rights of Tenant hereunder to cure and to secure payment from Landlord in accordance with this Section 15.2 shall survive the termination of this Lease with respect to the Premises.

Section 15.3 Legal Costs and Attorney's Fees

All parties shall be responsible for their own legal costs, including attorneys' fees, paralegal fees, legal assistants' fees and costs including those incurred on the appellate level, for any actions taken as a result of failure by any party to comply with any terms of this Lease or in any way arising out of this Lease.

Section 15.4 Waiver of Defaults

The waiver by either party of any breach of this Lease shall not be construed as a waiver of any subsequent breach on any duty or covenant imposed by this Lease. No waiver of any provision of this Lease shall be effective unless in writing signed by the party to be charged. No delay in acting with regard to any breach shall be construed as a waiver of such breach.

ARTICLE 16 - NOTICES

Section 16.1 Notices

All notices, demands, requests or other instruments that are required or may be given under this Lease shall be given either in person, by nationally recognized overnight courier or by U.S. mail, postage prepaid, registered or certified, return receipt requested, addressed at the addresses set forth in the Lease Summary. Such addresses may be changed by either party by notice delivered as above provided to the other party. Notice shall be deemed to have been given when actually delivered in person or by public courier, or three (3) days after when mailed, as shown by a postage mailing statement. Tenant shall not be required to send a copy of any notice sent to Landlord to a mortgagee of Landlord.

ARTICLE 17 - SURRENDER OF PREMISES

Section 17.1 Surrender

At the expiration or earlier termination of this Lease, Tenant shall peaceably surrender the Premises, broom clean and in the same condition of repair as maintained by Landlord pursuant to Section 7.2, excepting therefrom any ordinary wear and tear, and any damage from Casualty or condemnation. At such time, Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall, in accordance with Section 8.2, remove all its trade fixtures before surrendering the Premises and shall repair any

damage to the Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

Section 18.1 No Broker

Except for agents listed on the Lease Summary, all of whom shall be paid by Landlord (if any), each party represents to the other party that it has incurred no other claims for brokerage commissions or finder's fees in connection with this Lease.

Section 18.2 Force Majeure

Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is interfered with, the doing or completion of such act, matter or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control.

Section 18.3 Landlord Consent

Unless otherwise expressly stated herein, whenever Landlord's consent is required under this Lease, such consent shall not be unreasonably withheld, qualified or delayed.

Section 18.4 Holding Over

Any holding over after the expiration of the Term with the consent of Landlord shall be construed to be a month-to-month tenancy terminable by either party upon thirty (30) days' notice but otherwise subject to the terms of this Lease. If Tenant holds over without Landlord's consent, such tenancy shall be construed as a tenancy at sufferance and Tenant shall pay as holdover rent an amount equal to 1.35 times the rent payable during the last month of the Term, prorated for each day that Tenant fails to surrender possession of the Premises to Landlord.

Section 18.5 Recording

Neither Landlord nor Tenant shall record this Lease without the prior written consent of the other party. Each party hereto agrees that, upon the request of, and at the expense of, the requesting party, the other party will execute a short form or memorandum of lease in recordable form.

Section 18.6 Entire Agreement

This Lease and all exhibits and attachments attached hereto, together with FSU ITN 6463-A, and Landlord's Response thereto (both of which are incorporated herein by the reference), set forth the entire agreement between the parties pertaining to the subject matter herein, superseding all prior agreements or understandings, and there are no other agreements, expressed or implied, oral or written, relating to the subject matter hereof, except as herein set forth. This Lease may not be amended, altered or changed except in writing executed by both parties.

Section 18.7 Captions

The captions, section numbers, and article numbers appearing in this Lease are inserted only for the convenience of the parties and shall not in any way affect the meaning or intent of any portion of this Lease.

Section 18.8 Partial Invalidity and Construction

The sections of this Lease are intended to be severable. If any section or provision of this Lease shall be held to be unenforceable by any court of competent jurisdiction, this Lease shall be construed as though such section had not been included in it. If any section or provision of the Lease shall be subject to two constructions, one of which would render such section or provision invalid, then such section shall be given that construction which would render it valid. The parties hereby agree this Lease shall not be construed more strongly against any party, regardless of who is responsible for its initial preparation as it is the final product of both party's efforts after having had an opportunity to review and comment.

Section 18.9 Successors

The provisions of this Lease shall be binding upon the respective parties hereto and their respective heirs, administrators, successors and assigns, provided that this provision shall not be deemed the consent by Landlord to any subletting or assignment by the Tenant except as expressly permitted herein.

Section 18.10 Hazardous Substances

Landlord represents and warrants to Tenant, to the best of Landlord's knowledge, the Property is free and clear of all "contaminants," "hazardous substances," and "pollutants" as those terms are defined in §376.301, Florida Statutes. Tenant shall not be responsible for any "Hazardous Substances" (as hereinafter defined) located on the Property at the time Landlord delivers possession of the Premises to Tenant (the "Pre-existing Conditions"). Tenant shall not use, generate, store, or dispose of Hazardous Substances on the Premises except those customarily utilized in connection with Tenant's operations. Such Hazardous Substances shall be used, generated, stored and disposed of in accordance with applicable laws. For the purposes of this Lease, "Hazardous Substances" means any hazardous or toxic substance, chemical, material, or waste of any kind, petroleum, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws, and including but not limited to asbestos, lead based paint, radioactive and petroleum-related products. "Environmental Laws" shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations, agency orders or other governmental restrictions. For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Landlord shall release, indemnify, defend, save and hold harmless Tenant from and against, and pay, reimburse and fully compensate as the primary obligor Tenant for, any and all claims, suits, judgments, loss, costs, damage, and liability of any kind which may be incurred by Tenant, including but not limited to Tenant's reasonable attorney's fees and costs, which arise directly, indirectly or proximately as a result of any Pre-existing Conditions or other disposal of any Hazardous Substances on the Property which (i) occurs after the Effective Date, and (ii) is caused by Landlord, its agents, licensees, invitees, subcontractors or employees with respect to the Property.

Section 18.11 No Option

The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and the Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

Section 18.12 Compliance

Landlord and Tenant enter into this Lease with the intent of conducting their relationship and implementing the provisions hereof in full compliance with applicable federal, state and local law.

Section 18.13 Radon Gas Statutory Notice

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

Section 18.14 Public Entity; Liability; Sovereign Immunity

In recognition that Tenant is a public body corporate of the State of Florida, Landlord and Tenant agree that nothing contained herein shall be construed or interpreted as (i) denying Tenant any remedy or defense available under the laws of the State of Florida; (ii) the consent of Tenant or the State of Florida or their agents and agencies to be sued; (iii) an indemnity from Tenant or the State of Florida, or (iv) a waiver of either Tenant's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, *Florida Statutes*.

Section 18.15 Termination for Lack of State Funding

In accordance with applicable Florida law, regulations, and section 255.2502, *Florida Statutes*, Tenant's performance and obligation to pay under this Lease is contingent upon an annual appropriation by the Florida Legislature. In the event the Florida Legislature does not appropriate funds in a sufficient amount for Tenant to perform its obligations hereunder, Tenant may terminate this Lease without penalty upon written notice to Landlord. This Lease shall then cease, terminate and come to an end as if the date for such termination were originally fixed by this Lease for its expiration.

Section 18.16 Termination for Relocation to State-Owned Building

In accordance with applicable Florida law, regulations, and section 255.249, *Florida Statutes*, Tenant shall have the right to terminate this Lease, without penalty, in the event a University-owned or State-owned building becomes available to Tenant for occupancy during the Term of said Lease for the purposes of which this space is being used in the county within which the Premises are located, upon giving six (6) months advance written notice to the Landlord by Certified Mail, Return Receipt Requested. This Lease shall then cease, terminate and come to an end as if the date for such termination were originally fixed by this Lease for its expiration.

Section 18.17 Public Records

This Lease is subject to the Public Records Law of the State of Florida, Chapter 119, *Florida Statutes*. Landlord agrees and acknowledges that any books, documents, records, correspondence or other information kept or obtained by Tenant, or furnished by Landlord to Tenant, in connection with this Lease or the services contemplated herein, and any related records, are public records subject to inspection and copying by members of the public pursuant to applicable public records law, including Chapter 119, *Florida Statutes*. Tenant may unilaterally terminate this Lease at any time for Landlord's refusal to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by either party in conjunction with this Lease.

Section 18.18 Sexual Harassment Policy

Landlord, including its officers, agents and employees, in conjunction with this Lease, agrees to abide by and comply with all provisions of the FSU Sexual Harassment Policy, dated July 1, 1998, and any revisions. Any violation of the provisions of the FSU Sexual Harassment Policy by Landlord, its officers, agents and employees, in conjunction with this Lease, shall be grounds for unilateral termination of this agreement, for cause, by Tenant.

Section 18.19 Non-Discrimination and Equal Opportunity

In connection with the performance of the Lease, the parties shall not discriminate against employees or applicants for employment because of race, creed, religion, color, ethnicity, sex, sexual orientation, marital status, veteran status, disability, age or national origin or any other protected group status.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), (or for construction contractors, 41 CFR § 60-4.3(a)), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Section 18.20 Governing Law

This Lease and all transactions governed by this Lease, or any claims or disputes arising therefrom, shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to principles of conflicts of laws, and for any such claim or dispute the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Leon County, Florida, and the parties specifically waive any other jurisdiction and venue.

Section 18.21 No Third-Party Beneficiaries

Nothing in this Lease, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Lease or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

Section 18.22 Termination for Convenience

Notwithstanding any other provision herein, after Year 3 of the Initial Term, Tenant shall have the right to terminate this Lease, for any or no reason whatsoever, and without penalty, upon giving twelve (12) months advance written notice to Landlord. This Lease shall then cease, terminate and come to an end as if the date for such termination were originally fixed by this Lease for its expiration.

Section 18.23 Right to Adjacent Space

Provided Tenant is not then in material default hereunder beyond applicable cure period, Tenant shall have a right to lease approximately 3,000 square foot space of additional space adjacent to the Premises identified on Exhibit A as the "Future Expansion Area" (herein the "Adjacent Space") should it become available during the Term of this lease (including any renewal term) at the then applicable base rent plus any additional tenant improvements required by Tenant. Landlord shall inform Tenant when such Adjacent Space becomes available. Further, before Landlord markets the Adjacent Space to other prospective tenants, Landlord shall give Tenant notice of its intent, and upon receipt of such notice, Tenant shall have sixty (60) days in which to notify Landlord whether Tenant desires to lease such all or a portion of such Adjacent Space. If Tenant timely notifies Landlord that Tenant desires to lease such space, then Landlord and Tenant shall execute an amendment to the Lease which particularly describes the space together with any tenant improvements required by Tenant.

Section 18.24 Exhibits and Attachments

Any and all additional terms, covenants, or conditions appearing on exhibits or attachments attached hereto shall be deemed a part hereof and are hereby incorporated by this reference, and the parties shall complete them as required by their terms. The following exhibits are attached to this Lease:

Exhibit A – Description of the Property	Exhibit E – Certificate of Exemption
Exhibit B – Leasehold Improvements	Exhibit F – Form of Lease Statement Estoppel
Exhibit C – Buildout Allowance/Costs	Exhibit G – Landlord Disclosure Statement
Exhibit D – Lease Commencement Agreement	Exhibit H – Landlord Vendor Setup Forms
	Exhibit I - Air Quality Addendum

Landlord’s failure to submit these necessary forms may result in a delay to the execution of this Lease, a delay in the payment of Rent, or potentially in the termination of this Lease by Tenant.

Section 18.25 Counterparts

This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Lease, in several counterparts, each of which shall be deemed an original, as of the day and year first above written.

LANDLORD:

NORTHSTAR CHURCH, INC.,
a Florida not for profit corporation

TENANT:

THE FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES, a public body corporate

By: _____
Thomas Martin, Jr.
As its President

By: _____
Kyle Clark
As its Senior Vice President
of Finance and Administration

Exhibit B
LEASEHOLD IMPROVEMENTS
TENANT IMPROVEMENTS
(PAID BY THE COLLEGIATE SCHOOL)

DIV#	Description of Work	Project Total
1.00	Exterior Hardscape	
1.10	Fencing - 6' tall chain-link from gate to gate on north Property Line	14,555.04
1.20	Fencing - Northeast (swing) and Northwest (cantilever) Gates	15,657.60
1.40	Entry Courtyard & East Window - Split Face CMU barrier wall	32,466.03
		\$ 62,678.67
3.00	Exterior Building	
3.10	Impact Film - Glass surface area	7,176.40
3.20	Impact Film - Frame reinforcement	1,240.86
3.70	Signage - Large Sign facing South, Smaller facing East	27,400.80
		\$ 35,818.06
4.00	Interior Building	
4.60	LED Light Conversions	16,346.53
4.80	Conference Room Expansions - Existing is 212sf	6,614.03
4.90	Work Room Addition - 67 sf	10,276.60
4.10	Secured Reception / Lobby - 48sf	53,770.81
4.11	Computer Lab - 470 sf	40,523.17
4.12	IT Room with Dedicated Air Conditioning - 17sf	12,503.90
4.14	Classroom Base & Wall Cabinets - 36"	7,567.84
4.15	Classroom Sink, Base & Wall Cabinets - 60"	2,544.36
4.16	Interior Door / Room Signage	3,392.48
4.17	(8) Interior Classroom to Corridor Windows 6' x 2'	29,331.90
4.18	Existing Interior Doors, Hardware, Lite Kits	15,392.73
4.19	Retractable Power Supply in Multipurpose	5,401.87
		\$ 203,666.22
5.00	Warning Kitchen and Serving Line	
5.10	Warning Kitchen addition & Cabinets - 305sf	60,991.57
5.20	Equipment	11,556.61
		\$ 72,548.18
6.00	Electronic Security & Communications	
6.10	Data Cabling	18,363.76
6.20	Access Control - (4) Doors	21,921.94
6.30	Surveillance Cameras - Hardware & Install	8,757.82
6.40	Intercom System - Hardware & Install	21,007.28
		\$ 70,050.80
	Construction Total	\$ 444,762
7.00	A&E Fees	\$ 29,487
	Total Tenant Improvements	\$ 474,249

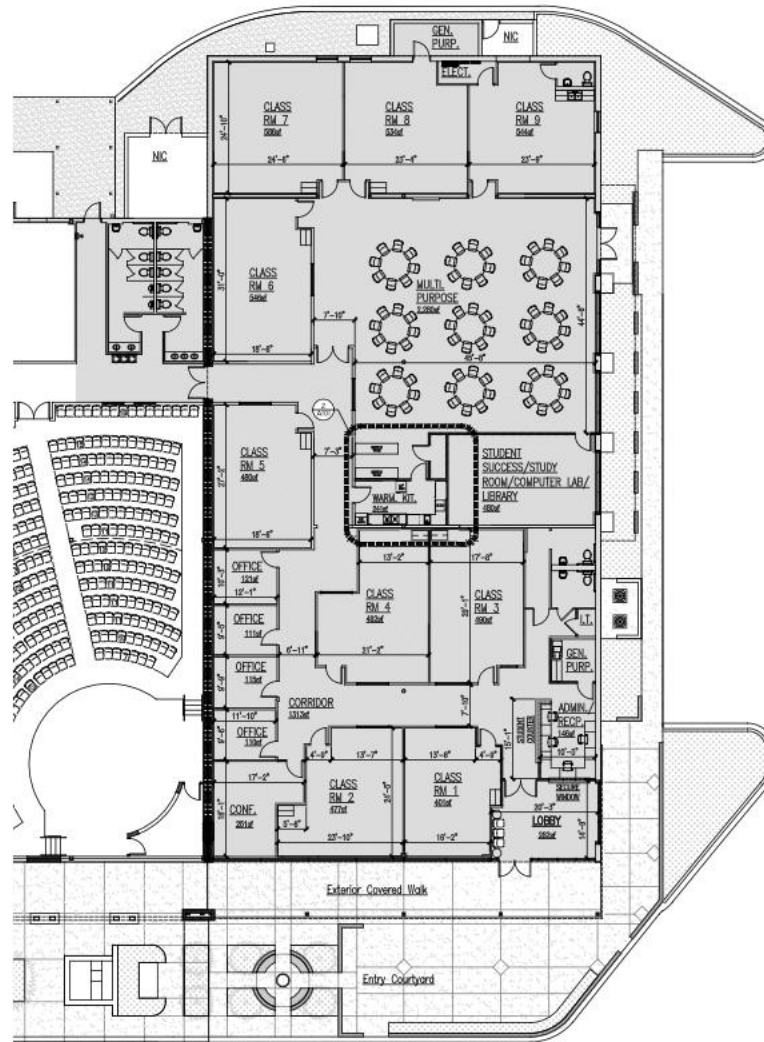
LANDLORD IMPROVEMENTS
(PAID BY NORTHSTAR)

DIV#	Description of Work	Project Total
1.00	Exterior Hardscape	
1.30	Entry Courtyard - Concrete walks	\$ 30,367.92
2.00	Exterior Landscaping	
2.10	Plants & Ground Cover	15,657.60
2.20	Irrigation	5,219.20
		\$ 20,876.80
3.00	Exterior Building	
3.30	Exterior Glass Door	25,497.10
3.40	(3) Large Windows	72,056.28
3.60	Awning - 72" projection - 67' long - 402sf	61,013.75
3.80	Awning Lighting	3,392.48
		\$ 161,959.61
4.00	Interior Building	
4.10	New Paint - Scuff-X (1) coat primer (2) finish coats	46,452.55
4.20	New Flooring - Base on LVT and new base throughout	78,066.31
4.30	Bathroom Renovation	17,614.80
4.50	Ceiling Tile Replacement	26,571.96
4.13	(2) HVAC Replacement Units	39,144.00
		\$ 207,849.62
	Construction Total	\$ 421,054
7.00	A&E Fees (50%)	\$ 29,487
	Total Landlord Improvements	\$ 450,541

Total Tenant Improvements	\$ 474,249
Total Landlord Improvements	\$ 450,541
Project Total	\$ 924,790

PRELIMINARY SPECIFICATIONS / PREMISES FLOOR PLAN

Except where specifically noted as a responsibility of Tenant to provide or install, Landlord shall be responsible for construction of the Premises in accordance with the final plans and specifications which shall be pre-approved by Tenant and shall include, but not be limited to, those items specified in this Exhibit B and shown on Exhibit A. Reservation of the right of Tenant to select or coordinate certain items is not intended to designate those items as the responsibility of Tenant. There will be no additional charge to Tenant for construction/improvements to the Premises, other than the Rent amount specified in the Lease Provisions.



1 FLOOR PLAN
3/32" = 1'-0"

Exhibit C

LEASEHOLD IMPROVEMENT ALLOWANCE

The Leasehold Improvement Allowance required to make ready the Premises include all items listed in Exhibit B attached with an estimated cost not to exceed \$474,249.

Exhibit D

LEASE COMMENCEMENT AGREEMENT
(if applicable)

With respect to that certain lease dated _____, 20__ (“Lease”) between _____ (“Landlord”) and The Florida State University Board of Trustees (“Tenant”).

Pursuant to the provisions of the Lease, Landlord and Tenant hereby agree as follows:

The initial term of the Lease commenced on _____, 20__ and shall terminate on _____, _____, unless sooner terminated or extended as therein provided.

Rent commenced on _____, 20__ (the “**Commencement Date**”).

Except for latent defects and other defects of which Tenant has notified Landlord, to the best of their knowledge, Landlord and Tenant agree that, as of and through the date hereof, the parties have fully complied with and performed each and every of their respective obligations as set forth in the Lease.

Pursuant to Section 1.4(d) of the Lease, Landlord and Tenant agree the initial value of the Leasehold Improvements as of this Commencement Date is \$_____.

In witness whereof, the parties have executed and delivered this supplement to the Lease as of dates below.

LANDLORD:

TENANT:

By: _____

By: _____

Name: _____

Name: Kyle Clark

Title: _____

Title: Vice President, Finance and Administration

Date: _____

Date: _____

Exhibit E
CERTIFICATE OF EXEMPTION

0000008 10/08/14



Consumer's Certificate of Exemption

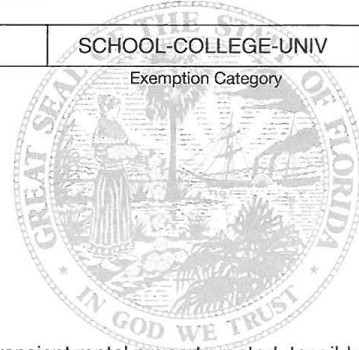
DR-14
 R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012584914C-7	11/30/2014	11/30/2019	SCHOOL-COLLEGE-UNIV
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE FLORIDA STATE UNIVERSITY
 A2200 UNIVERSITY CENTER
 TALLAHASSEE FL 32306-2390



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
 R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Exhibit F

FORM OF LEASE STATEMENT

ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE (hereinafter referred to as "Certificate") is made this _____ day of _____, 20___, by THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, which is vested with the government, control and management of The Florida State University (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Tenant and _____ (hereinafter the "Landlord") entered into a certain Lease Agreement dated as of _____, 20___, for the Tenant's use and occupancy of certain properties at _____, _____, Florida, as such properties are described in the Lease Agreement, such use and occupancy to be for the period of time and in accordance with the terms and conditions set out in the Lease Agreement.

NOW, THEREFORE, for the benefit of the Landlord, the Tenant does hereby acknowledge:

1. To Tenant's actual knowledge, with no duty of inquiry, as of the date hereof, the Landlord has performed its obligations due and required under the Lease Agreement and the Lease Agreement is in good standing, full force and effect and not in default.
2. To Tenant's actual knowledge, with no duty of inquiry, as of the date hereof, Tenant is not past due on payments to Landlord and attributable to the Lease Agreement identified above.
3. That the Lease Agreement covers the certain property at _____, _____, Florida, as is more specifically identified in the Lease Agreement.

This Certificate shall be interpreted in accordance with, and governed by, the laws of the State of Florida.

IN WITNESS WHEREOF, Tenant has caused this Certificate to be properly signed and sealed the day and date first set out above.

WITNESS:

**THE FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES**

X _____

By: _____

Print: _____

Exhibit G

DISCLOSURE STATEMENT

Purpose:

This form is used to collect the information required pursuant to subsections 255.249(9)(g), 255.249(9)(h), 255.01, and 286.23, Florida Statutes.

1. Ownership – Indicate the type of ownership of the facility in which this lease exists.

- a. **Publicly Owned Facility**
- b. **Privately Owned Facility**

Individually Held

Entity held (e.g. corporate, LLC, etc.)

- c. **Name of titleholder:** _____
Titleholder FEIN or SSN: _____
Name of Facility: _____
Facility Street Address: _____
Facility City, State, Zip Code: _____

2. Disclosure Requirements –

- a. Does a corporation registered with the Securities and Exchange Commission and/or registered pursuant to chapter 517, Florida Statutes, own the facility listed above?

Yes No

If “Yes”, please proceed to section 4.

- b. Does any party have a 4% or greater ownership interest in the facility or the entity holding title to the facility?

Yes No

If “Yes”, please proceed to 2.c.

- c. Does any public official, agent, or employee hold any ownership interest in the facility or entity holding title to the facility?

Yes No

If “Yes”, please proceed to 2.d.

- d. Is the facility listed above financed with any type of local government obligations?

Yes No

If “Yes”, please stop and immediately contact the Tenant’s lease agent.

3. **Ownership Disclosure List** (additional pages may be attached if necessary)
The following is a list of every “person” (as defined by section 1.01(3), Florida Statutes, holding 4% or more of the beneficial interest in the property (the facility or entity owing facility)

NAME Agency (if applicable) Extent of Interest (Percent)(%)

The equity of all other holding interest in the above named facility totals: _____

4. **Signatures**

This affidavit is given in compliance with the provisions of Sections 286.23 and 255.249, Florida Statutes. By signing this form, the undersigned acknowledges that the information provided is true and complete, to the best of their knowledge.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

Signature

Print Name

STATE OF _____)
COUNTY OF _____)

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 201___,
by _____ . Such person(s)
(Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public Signature

Printed/Typed/Stamped Name

Commission No.:

Commission Expires:

Exhibit H
LANDLORD VENDOR SETUP FORMS
(next three pages)



Florida State University
Substitute IRS Form W-9 and Vendor Authentication

Payables and Disbursement Services
5607 University Center A
Tallahassee, FL 32306-2391
Ph: (850) 644-5021 Fax: (850) 644-8137
accountspayable@admin.fsu.edu

For the protection of confidential information, please mail or fax the completed form to:
Payables and Disbursement Services
5607 University Center A
Tallahassee, FL 32306-2391
Fax: (850) 644-8137

General Instructions and Information

- ***This form is intended for Non-P.O. Vendors only. For P.O. Vendors please submit the Vendor Questionnaire Form found here.***
- If you are **not a US Citizen or permanent US Resident**, DO NOT complete this form. Contact FSU's Payroll Services department at (850) 644-3813.
- If you are a **foreign entity**, do not fill out this form. Please refer to the IRS instructions and forms for foreign businesses found [here](#) and submit the correct IRS information. After completion of the required form, send the original, signed document to Payables and Disbursement Services. If you have any questions or concerns when dealing with foreign vendors please contact accountspayable@admin.fsu.edu for assistance.
- **Both pages of vendor application must be completed. Handwritten forms will not be accepted.**
- If the following form is not complete with accurate information, your payments may be subject to 28% federal income tax backup withholding.

Legal Name
Business Name (if different from above)

Entity Type

Please select one of the following entity types. If "Other" is selected, please indicate the type of entity in the space provided.

- Individual / Sole Proprietor Corporation Tax-Exempt Organization (501-C)
 Partnership Limited Liability Company (LLC, LLS or LLD) Governmental Entity
 Association / Estate / Trust Other

Vendor Contact Information

Street Address City State Zip
Main Business Contact Phone Fax
Main Business Contact Email FSU Dept Contact

Tax Status and Exemptions

Collection and Use of Social Security Numbers – The request for your SSN or other Taxpayer Identification Number by FSU Finance and Administration is mandated by 26 U.S.C. 6041 and related IRS regulations. If you have questions about the collection and use of Social Security Numbers at FSU, please visit: <http://policies.vpfa.fsu.edu/bmanual/safeguard.html>.

Enter your Taxpayer Identification Number (TIN) in the space provided and indicate if this is a Social Security Number (for individuals) or an Employer Identification Number (for other entities). The TIN and Legal name must match IRS records to avoid the 28% withholding.

Social Security Number Employer Identification Number SSN/EIN DUNS#

Supplemental Information

Select the appropriate description of services provided:

- Rents or Royalty payments; prizes and awards that are not services, such as winnings on TV or radio shows Payments to physicians, physicians' corporations, or other supplier of health and medical services
 Payments for services performed for a trade of business by people not treated as its employees Gross Payments to Attorneys
 Clerkship Faculty Clerkship Director
 Non-Duty Stipend Fellowship Research Participant
 Other

Substitute IRS Form W-9 and Vendor Authentication

Federal, Small and/or Minority Status Information (Please check all that apply)		
Federal Classification	State of Florida Certified Minority Business Enterprises (CMBE)	
<input type="radio"/> A. Large Business, Non-Minority Owned <input type="radio"/> B. Small Business, FL, Non-Minority Owned <input type="radio"/> C. Small Business, Non-Florida Minority Owned <input type="radio"/> C1. Federal SBA Certified Disadvantaged Business <input type="radio"/> E. Governmental Entity	<input type="radio"/> D. Minority Business (Federal SBA Certified 8A Firm) <input type="radio"/> D1. Small Business Federal (Hub Zone Firm) <input type="radio"/> F. Non-Profit Organization <input type="radio"/> G. PRIDE <input type="radio"/> Other	<input type="radio"/> H. African American <input type="radio"/> I. Hispanic <input type="radio"/> J. Asian / Hawaiian <input type="radio"/> K. Native American <input type="radio"/> M. American Woman <input type="radio"/> W. Service Disabled Veteran (Certified Service Disabled) <input type="radio"/> Not Applicable
(NCMBE) Non-Certified	Non-Profit Organization	
<input type="radio"/> N. African American <input type="radio"/> P. Asian / Hawaiian <input type="radio"/> R. American Woman <input type="radio"/> Not Applicable	<input type="radio"/> O. Hispanic <input type="radio"/> Q. Native American <input type="radio"/> Y. Veteran Owned	<input type="radio"/> S. Minority Board of Directors <input type="radio"/> T. Minority Employees <input type="radio"/> U. Minority Community Served <input type="radio"/> V. Other Non-Profit <input type="radio"/> Not Applicable
A. If you selected a classification that is certified by a Federal or State agency, please supply your certification number(s) and expiration dates for each certification and the agency or agencies name(s) that issued the certification with this application. B. To determine your Federal Small Business Size Standard, please access the US Small Business Administration's website: www.sba.gov/size . C. To look up your North American Industry Classification System Code (NAICS), please access the US Census Bureau website: www.census.gov/ipeds/www/naics.html . If you are using Federal Small Business Size Standards and NAICS, please enter the following information:		
Qualifying Number of Employees	OR Annual Amount (\$)	NAICS Code
Standard Industrial Classification (SIC Code):	**If you do not know your industry's SIC Code please visit the U.S. Department of Labor's web site found here .	
Payment Method Information (Please check all that apply)		
<input type="checkbox"/> Check <input type="checkbox"/> Visa Card <input type="checkbox"/> PayMode X <input type="checkbox"/> ePayables <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Other: _____		
Certification		
Under the penalties of perjury, I certify that: 1. The information supplied herein, including all attachments, is correct to the best of my knowledge, and 2. In doing business with Florida State University, I or my organization is in compliance with Chapter 112, Florida Statutes, conflict of interest, and I have disclosed the name of any FSU employee who owns, directly or indirectly, an interest of 10% or more in the above organization or any of its branches, and 3. My vendor status with Florida State University has no relation with any employment I may have at FSU or I certify I am not an employee of Florida State University, and 4. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 5. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 6. I am a U.S. Person, including a U.S. resident alien.		
Signature of Authorized Person with Vendor _____		Date _____
Name and Title of Authorized Person with Vendor _____		
Telephone Number _____	Email Address _____	
For FSU Internal Use Only		
Vendor ID: _____	Date Entered: _____	Tin Matched? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this vendor and FSU Employee <input type="checkbox"/> Yes <input type="checkbox"/> No	Entered By: _____	Date: _____
<i>*If yes, seek approval from Payroll Services.</i>	Reviewed By: _____	Date: _____
_____ <i>*Payroll Approver's Signature</i>	Date _____	Comments: _____



Office of the University Controller
Florida State University

Payables and Disbursements
5607 University Center A
Tallahassee, FL 32306-2391
Ph: (850) 644-5021 Fax: (850) 644-8137

VENDOR DIRECT DEPOSIT AUTHORIZATION

FORM PURPOSE: To start, change or stop direct deposit for vendor payments received from Florida State University. Vendors may deposit to only one checking account. Please fill in all fields, with the exception of the OMNI Vendor #.

Vendor E.I.N	<input type="text"/>	OMNI Vendor # (FSU Use)	<input type="text"/>
Company Name	<input type="text"/>	Daytime Phone Number	<input type="text"/>
Remittance Email:	<input type="text"/>	Remittance Email 2:	<input type="text"/>
(where remittance emails will be sent)		(optional - remittance emails can be sent to multiple addresses)	

Direct Deposit Action (check one) : Start Change Stop

(Please be sure to confirm the below information with your Financial Institution)

Checking Account Number	<input type="text"/>	Transit/Routing Number	<input type="text"/>
Name of Financial Institution	<input type="text"/>	Financial Institution Phone #	<input type="text"/>

SPECIAL NOTE: Please make sure your direct deposit has stopped before closing your account. Otherwise, the funds will be returned to FSU and cause a seven to ten-day delay before you receive your payment. Direct deposits take effect immediately, so please ensure your information is correct. FSU is not liable for any incorrect information submitted by the vendor on this form (e.g. account number, routing number, vendor identification number).

I, the undersigned, hereby authorize and request Florida State University to initiate credit entries and, if necessary, a debit entry in accordance with NACHA rules reversing a credit entry made in error, to my account at the above-named financial institution. This direct deposit is to remain in effect until changed by: (a) an officer of the vendor; (b) the vendor's legal representative; (c) the above-named financial institution; or (d) The Florida State University. Any change must be in writing and must be transmitted in a timely manner for any change to take effect. This election will remain in effect until the option is cancelled. The authorized signature below signifies acceptance of the terms and conditions stated above.

Signature : _____ Date

EXHIBIT I
Air Quality Addendum

Landlord shall agree to the following:

In the event a suspected air quality problem arises, the Tenant reserves the right to have the indoor air quality tested at its own expense by a Certified Indoor Air Quality Professional (CIAQP); Certified Indoor Environmental Consultant (CIEC); Certified Industrial Hygienist; or Professional Engineer (P .E.), whose primary business and focus is indoor air quality/environment to determine the cause of the problem. After assessment, if the test results indicate conclusively that a problem exists, the Landlord shall take immediate corrective action to remedy the situation and reimburse the Tenant for the costs of conducting such test(s).

Appendix W

Florida Charter School Revenue Estimating Worksheet

Revenue Estimate Worksheet for FSU Panama City Developmental Laboratory Charter School

Based on the 2023-24 FEFP Second Calculation

School District:

FSU Lab - Bay

1A. 2023-24 FEFP State and Local Funding

Base Student Allocation

\$5,139.73

Comparable Wage Factor: 1.0000

Small District Factor 1.0000

Program	Number of FTE	Program Cost Factor	Weighted FTE (2) x (3)	2023-24 Base Funding (WFTE x BSA x CWF x SDF)
(1)	(2)	(3)	(4)	(5)
101 Basic K-3		1.122	0.0000 \$	-
111 Basic K-3 with ESE Services		1.122	0.0000 \$	-
102 Basic 4-8		1.000	0.0000 \$	-
112 Basic 4-8 with ESE Services		1.000	0.0000 \$	-
103 Basic 9-12	82.00	0.988	81.0160 \$	416,400
113 Basic 9-12 with ESE Services	13.00	0.988	12.8440 \$	66,015
254 ESE Level 4 (Grade Level PK-3)		3.706	0.0000 \$	-
254 ESE Level 4 (Grade Level 4-8)		3.706	0.0000 \$	-
254 ESE Level 4 (Grade Level 9-12)		3.706	0.0000 \$	-
255 ESE Level 5 (Grade Level PK-3)		5.707	0.0000 \$	-
255 ESE Level 5 (Grade Level 4-8)		5.707	0.0000 \$	-
255 ESE Level 5 (Grade Level 9-12)		5.707	0.0000 \$	-
130 ESOL (Grade Level PK-3)		1.208	0.0000 \$	-
130 ESOL (Grade Level 4-8)		1.208	0.0000 \$	-
130 ESOL (Grade Level 9-12)		1.208	0.0000 \$	-
300 Career Education (Grades 9-12)		1.072	0.0000 \$	-
Totals	95.00		93.8600 \$	482,415

Letters in Parentheses Refer to Notes at Bottom of Worksheet:

Additional FTE	Number of FTE	2023-24 Base Funding (WFTE x BSA x CWF x SDF)
Advanced Placement		\$ -
International Baccalaureate		\$ -
Advanced International Certificate		\$ -
Industry Certified Career Education		\$ -
Early High School Graduation		\$ -
Small District ESE Supplement		\$ -
Dual Enrollment		\$ -
Total Additional FTE	0.0000	Additional Base Funds \$ -
Total Funded Weighted FTE	93.8600	Total Base Funding \$ 482,415

1B. Classroom Teacher and Other Instructional Personnel Salary Increase

Maintenance and Growth Portions of the Salary Increase funds are part of the total Base Funding and are not treated as a separate allocation. Amounts are split out here for informative purposes and for the purposes of providing a total that may be used for calculating the administrative fee.

Maintenance Portion (4.52% of Base Funding)	(g) (k)	\$ 482,415	X	4.52%	\$ 21,805
Growth Portion (1.41% of Base Funding)	(g) (k)	\$ 482,415	X	1.41%	\$ 6,802
Total Salary Increase Allocation					\$ 28,607

2. ESE Guaranteed Allocation:	FTE	Grade Level	Matrix Level	Guarantee Per Student
Additional Funding from the ESE Guaranteed Allocation. Enter the FTE from 111, 112 and 113 by grade and matrix level. Students who do not have a matrix level should be considered 251. This total should equal all FTE from programs 111, 112 and 113 above.		PK-3	251	\$ 1,015 \$ -
		PK-3	252	\$ 3,277 \$ -
		PK-3	253	\$ 6,687 \$ -
		4-8	251	\$ 1,138 \$ -
		4-8	252	\$ 3,400 \$ -
		4-8	253	\$ 6,810 \$ -
		9-12	251	\$ 1,951 \$ 25,366
		9-12	252	\$ 3,072 \$ -
		9-12	253	\$ 6,482 \$ -
	Total FTE with ESE Services	13.00		

3A. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C28 above by the district's total UFTE to obtain school's UFTE share.

Charter School UFTE:	<u>95.00</u>	÷	District's Total UFTE:	<u>125.00</u>	=	76.0000%
----------------------	--------------	---	------------------------	---------------	---	----------

3B. Divide school's Weighted FTE (WFTE) total computed in Section 1, cell E39 above by the district's total WFTE to obtain school's WFTE share.

Charter School WFTE:	<u>93.86</u>	÷	District's Total WFTE:	<u>125.00</u>	=	75.0880%
----------------------	--------------	---	------------------------	---------------	---	----------

3C. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C28 above by the district's total non-scholarship UFTE to obtain school's UFTE share.

Charter School UFTE:	<u>95.00</u>	÷	Scholarship UFTE:	<u>125.00</u>	=	76.0000%
----------------------	--------------	---	-------------------	---------------	---	----------

3D. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C28 above by the district's total non-virtual UFTE to obtain school's UFTE share.

Charter School UFTE:	<u>95.00</u>	÷	District's Total Non-Virtual UFTE:	<u>125.00</u>	=	76.0000%
----------------------	--------------	---	------------------------------------	---------------	---	----------

3E. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C28 above by the district's total non-scholarship and non-virtual UFTE to obtain school's UFTE share.

Charter School UFTE:	<u>95.00</u>	÷	Virtual and Non-Scholarship UFTE:	<u>125.00</u>	=	76.0000%
----------------------	--------------	---	-----------------------------------	---------------	---	----------

4. Educational Enrichment Share (Non-Virtual UFTE share)	(e)	34,493	x	76.0000%	\$	26,215
5. Discretionary Millage Compression Allocation						
.748 Mills (UFTE share)	(b)	0	x	76.0000%	\$	-
6. Safe Schools Allocation (Non-Virtual and Non-Scholarship UFTE share)	(f)	256,947	x	76.0000%	\$	195,280
7. Mental Health Assistance Allocation (Non-Scholarship UFTE share)	(b)	106,648	x	76.0000%	\$	81,052
8. Discretionary Local Effort (WFTE share)	(c)	99,485	x	75.0880%	\$	74,701
9. Proration to Funds Available (WFTE share)	(c)	(1,319)	x	75.0880%	-\$	990

10. Class Size Reduction Funds:

	Weighted FTE (not including Add-On)	X	CWF	X	Allocation factors		
PK - 3	0.0000		1.0000		947.59	=	0
4-8	0.0000		1.0000		904.74	=	0
9-12	93.8600		1.0000		906.93	=	85,124
Total *	93,8600						Total Class Size Reduction Funds \$ 85,124

(*Total FTE should equal total in Section 1, column (4) and should not include any additional FTE from Section 1.)

11. Student Transportation

	(h)					
Enter All Adjusted Fundable Riders		0	x	0	\$	-
Enter All Adjusted ESE Riders		0	x	0	\$	-

12. Federally Connected Student Supplement

Impact Aid Student Type	Number of Students	Exempt Property Allocation	Impact Aid Student Allocation	Total
Military and Indian Lands		\$0.00	\$0.00	\$ -
Civilians on Federal Lands		\$0.00	\$0.00	\$ -
Students with Disabilities			\$0.00	\$ -
Total				\$ -

13. Food Service Allocation

(j)	Total	\$	969,163
-----	-------	----	---------

14. Total Less Salary Increase Allocation (for administrative fee calculation)

(k)	\$	940,556
-----	----	---------

15. Funding for the purpose of calculating the administrative fee for ESE charter schools.

If you have more than a 75% ESE student population, please place a 1 in the following box:

(l)	-\$	28,607
-----	-----	--------

NOTES:

(a) Additional FTE includes FTE earned through Advanced Placement, International Baccalaureate, Advanced International Certificate of Education, Industry Certified Career Education (CAPE), Early High School Graduation, the small district ESE Supplement and Dual Enrollment pursuant to s. 1011.62(1)(i-p), F.S.

(b) District allocations multiplied by percentage from item 2A.

(c) District allocations multiplied by percentage from item 2B.

(d) District allocations multiplied by percentage from item 2C.

(e) District allocations multiplied by percentage from item 2D.

(f) District allocations multiplied by percentage from item 2E.

(g) This allocation will be frozen as of the 2023-24 FEFP Conference Calculation and will not be recalculated throughout the year. Charter school allocations are recommended not to be recalculated with fluctuations in student enrollment later in the year.

(h) Numbers entered here will be multiplied by the district level transportation funding per rider. "All Adjusted Fundable Riders" should include both basic and ESE Riders. "All Adjusted ESE Riders" should include only ESE Riders.

- (i) The Federally Connected Student Supplement provides additional funding for students on federal lands that receive Section 8003 impact aide pursuant to s. 1011.62(13), F.S.
- (j) Funding based on student eligibility and meals provided, if participating in the National School Lunch Program.

- (k) Consistent with s. 1002.33(20)(a)3, F.S., a school's sponsor may not charge or withhold any administrative fee against a charter school for any funds specifically allocated by the Legislature for teacher compensation.
- (l) Consistent with s. 1002.33(20)(a), F.S., for charter schools with a population of 75% or more ESE students, the administrative fee shall be calculated based on unweighted full-time equivalent students.

Administrative fees:

Administrative fees charged by the school district pursuant to s. 1002.33(20)(a), F.S., shall be calculated based upon 5% of available funds from the FEFP and categorical funding for which charter students may be eligible. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 5%. For charter schools within a charter school system that meets the requirements in s. 1002.33(20)(a)2.a.(II), F.S., do the same calculation based for up to and including 500 students.

For high performing charter schools, administrative fees charged by the school district shall be calculated based upon 2% of available funds from the FEFP and categorical funding for which charter students may be eligible. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 2%.

Other:

FEFP and categorical funding are recalculated during the year to reflect the revised number of full-time equivalent students reported during the survey periods designated by the Commissioner of Education. Revenues flow to districts from state sources and from county tax collectors on various distribution schedules.

Appendix X and Y
Proposed Operating and Start-Up Budget

**FSU PC COLLEGIATE SCHOOL
6 YEAR FUNDING PROJECTIONS
(As of 3/20/2023)**

ASSUMPTIONS

	Year 0 2022-2023	Year 1 2023-2024	Year 2 2024-2025	Year 3 2025-2026	Year 4 2026-2027	Year 5 2027-2028	Year 6 2028-2029
Students - Beginning		100	230	360	480	500	500
Students - Ending		95	220	330	440	460	460
Industry Certifications Attempted		95	220	330	440	460	460
Industry Certifications Completed		71	165	248	330	345	345
CAPE Per Student Funding		\$444	\$444	\$444	\$444	\$444	\$444
Industry Certification Exam Fee		\$300	\$300	\$300	\$300	\$300	\$300
COE Research Support Fee Per Student		\$500	\$500	\$500	\$500	\$500	\$500
University Overhead Assessment	1%	1%	1%	1%	1%	1%	1%

OPERATING FUNDING PROJECTIONS

	Year 0 2022-2023	Year 1 2023-2024	Year 2 2024-2025	Year 3 2025-2026	Year 4 2026-2027	Year 5 2027-2028	Year 6 2028-2029	Totals
Operating Revenues:								
Florida Education Finance Program (FEFP)	0	913,102	1,805,637	2,733,609	3,627,708	3,838,815	3,910,591	16,829,462
FEFP - Dual Enrolled course with "A"	0	0	0	0	166,650	333,300	333,300	833,250
FEFP - Care & Professional Education (CAPE)	0	31,524	73,260	110,112	146,520	153,180	153,180	667,776
FLDOE Grant	0	0	25,000	25,000	25,000	0	0	75,000
Triumph Grant	350,813	1,500,000	1,500,000	1,250,000	1,000,000	716,766	0	6,317,579
Total Operating Revenues	350,813	2,444,626	3,403,897	4,118,721	4,965,878	5,042,061	4,397,071	24,723,067
Operating Expenses:								
Salaries & Benefits	85,417	1,470,461	1,693,795	2,021,504	2,272,284	2,340,452	2,410,666	12,294,578
Tutoring	0	65,000	65,000	66,950	66,950	68,959	68,959	401,818
Office Materials & Supplies	1,500	6,000	10,000	18,000	18,540	19,096	19,669	92,805
Educational Materials & Supplies	0	100,000	100,000	70,000	70,000	70,000	50,000	460,000
Internet Connection	5,000	10,000	10,300	10,609	10,927	11,255	11,593	69,684
Telephones and WIFI	0	11,440	7,591	7,819	8,054	8,295	8,544	51,743
Printing	5,500	9,000	12,000	14,000	14,420	14,853	15,298	85,071
Freight & Postage	2,500	5,000	5,150	5,305	5,464	5,628	5,796	34,843
Audit Fees	0	20,000	20,600	21,218	21,855	22,510	23,185	129,368
Legal Fees	10,000	20,000	20,600	21,218	21,855	22,510	23,185	139,368
Travel / Professional Development	0	6,000	8,000	10,000	10,500	10,815	11,139	56,454
Food (Supplement to Fed NSLP Program)	0	4,000	5,000	5,150	5,305	5,464	5,628	30,547
Dual Enrollment Tuition	0	0	0	295,313	590,625	590,625	590,625	2,067,188
Dual Enrollment Textbooks	0	0	0	107,813	222,094	228,757	235,619	794,282
Industry Certification Exam Fees	0	28,500	66,000	99,000	132,000	138,000	138,000	601,500
Institutional Memberships	2,000	2,000	2,000	2,000	2,000	2,000	2,000	14,000
Classroom Furniture & Equipment	175,000	236,913	213,314	183,750	20,000	20,000	20,000	868,977
Student Laptops (Surface Go III \$700)	0	70,000	93,730	96,590	91,800	20,000	50,000	422,120
Faculty/Staff Computers	5,000	35,100	3,600	5,400	11,100	12,900	13,125	86,225
COE Research Support Fee (\$500 per student)	0	50,000	110,000	165,000	220,000	230,000	230,000	1,005,000
Other Various Unknowns	50,000	100,000	100,000	100,000	100,000	100,000	100,000	650,000
University Overhead (1% of operating expenses)	8,896	25,927	29,035	36,975	43,013	43,428	44,495	231,770
Total Operating Expenses	350,813	2,275,342	2,575,715	3,363,613	3,958,785	3,985,547	4,077,526	20,587,341
Net Operating Income	0	169,284	828,182	755,108	1,007,093	1,056,514	319,545	4,135,726

CAPITAL FUNDING PROJECTIONS

	Year 0 2022-2023	Year 1 2023-2024	Year 2 2024-2025	Year 3 2025-2026	Year 4 2026-2027	Year 5 2027-2028	Year 6 2028-2029	Totals
Capital Funding:								
Charter School Capital Outlay	0	0	0	204,853	278,600	296,013	301,933	1,081,399
Lab School Capital Outlay	0	72,116	169,184	270,106	367,344	390,303	398,109	1,667,163
Triumph Grant	547,678	409,443	331,431	45,469	0	0	0	1,334,021
Total Capital Funding	547,678	481,559	500,615	520,428	645,945	686,316	700,042	4,082,584
Capital Expenses:								
Lease	53,429	322,709	335,617	349,042	363,003	377,523	392,624	2,193,946
Tenant Improvements	474,249							
Insurance	20,000	20,600	21,218	21,855	22,510	23,185	23,881	153,249
Total Capital Expenses	547,678	343,309	356,835	370,896	385,513	400,709	416,505	2,347,195
Capital Net Surplus	0	138,250	143,780	149,532	260,431	285,607	283,537	1,735,388

TRIUMPH GRANT FUNDING MATCH CALCULATION

	Year 0 2022-2023	Year 1 2023-2024	Year 2 2024-2025	Year 3 2025-2026	Year 4 2026-2027	Year 5 2027-2028	Year 6 2028-2029	Totals
Operating Expenses	350,813	2,275,342	2,575,715	3,363,613	3,958,785	3,985,547	4,077,526	20,587,341
Capital Expenses	547,678	343,309	356,835	370,896	385,513	400,709	416,505	2,821,444
Total Expenses	898,490	2,618,650	2,932,550	3,734,509	4,344,298	4,386,256	4,494,031	23,408,785
Triumph Grant Funding	898,491	1,909,443	1,831,431	1,295,469	1,000,000	716,766	0	7,651,600
Triumph Grant 50% Match	100.00%	72.92%	62.45%	34.69%	23.02%	16.34%	0.00%	32.69%

Appendix Z
Evidence of External Funding

See Appendix U.



FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

CONSENT ITEM B



FLORIDA STATE UNIVERSITY
OFFICE OF THE PROVOST

TO: President Richard McCullough

FROM: Provost James Clark

DATE: February 1, 2024

SUBJECT: Degree Terminations Resulting from the BOG Productivity Analysis
Request for Approval

In February of 2023, the Board of Governors staff provided data regarding which degree programs at each SUS institution did not meet their thresholds for degree production at various levels. (Bachelors degrees are required to graduate 30 within the previous 5-year period, master's 20, and doctoral 10.) Many of the programs that had appeared on the list for the second or third time were area studies degrees related to international affairs, in addition to two master's degrees related to education, that have experienced low student enrollment for years.

Working with the College of Social Sciences and Public Policy, the determination was made to develop majors for their stand-alone degree programs within the existing degree of International Affairs and to terminate the area studies degrees. This will allow students with interests in specific areas of the world to complete a curriculum similar to the former stand-alone degree program, with the addition of common core courses shared with all International Affairs majors.

The Colleges of Education, Health, and Human Sciences and Arts & Sciences also support terminating their under-enrolled master's degrees. The STEM Teaching program has not attracted math and science teachers; it is more advantageous for teachers to earn a master's in the content area (math or science) because it qualifies them to teach dual-enrollment courses and may result in a pay increase. The Foundations of Education master's has been supplanted by more applied master's degrees that better meet the needs of educators in the field.

Thus, we are requesting that the following degree programs be terminated, each effective at the beginning of the semester listed below.

C.I.P.	Degree Name	Level(s)	Enrollment	Termination Semester
05.0103	Asian Studies	Bachelors	6	Summer 2026
05.0103	Asian Studies	Master's	2	Summer 2026

05.0105	Russian and Eastern European Studies	Bachelors	4	Summer 2026
05.0105	Russian and Eastern European Studies	Master's	3	Summer 2026
05.0134	Latin American and Caribbean Studies	Bachelors	5	Summer 2026
13.0901	Foundations of Education	Master's	0	Fall 2024
13.1205	STEM Teaching	Master's	2	Fall 2025

There will be ample time for any students still enrolled in each degree program to complete their current degree if they choose, including those who experience an interruption in their studies. Teach-out plans have been developed and will be monitored closely by college advising staff.

The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) has been notified of the University's intention to terminate these programs, pending Board of Trustees approval.



FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

CONSENT ITEM C



FLORIDA STATE UNIVERSITY
OFFICE OF THE PROVOST

TO: President Richard McCullough

FROM: Provost James Clark

DATE: February 1, 2024

SUBJECT: Proposal to Explore Bachelor's in Modern Languages, Literatures, and Cultures
Request for Approval

Developing the proposed bachelor's degree in Modern Languages, Literatures, and Cultures (C.I.P. 16.0101) was prompted by the results of the Spring 2023 Board of Governors Degree Productivity Analysis, which showed that enrollment in and graduation from bachelor's-level training in specific languages is declining. The Department plans to develop this broad "umbrella" degree to house separate majors in each language, with a shared core focused on world literature across languages, in addition to a major focused on a specific language of the student's choice. The Department will request that the Board of Trustees authorize termination of the individual language degrees at a later date. Five universities in the State University System (FAU, FIU, NCF, UF, and USF) have established similar bachelor's-level degree programs combining several foreign language majors and are supportive of FSU following their lead.

The degree will offer a broad curriculum in language instruction and cultural studies centered on world languages such as Chinese, French, German, Italian, Japanese, Russian, and Spanish. By combining specialized language training within a global humanities framework, the proposed degree will offer instruction focusing on international perspectives. Because each of these languages is currently offered as a stand-alone degree, there are thirty-three highly-qualified tenured and tenure-track faculty and six specialized teaching faculty in place to contribute to the new program. Thus, the degree should not require a substantial infusion of new resources.

According to the most recent data published by the U.S. Bureau of Labor Statistics, individuals holding a degree in Foreign Languages earned a median annual salary of \$59,000 in the year 2021. The same source indicates that 21% of professionals with this degree found employment in educational instruction and library occupations, while 17% worked in management positions, 9% in business and financial operations roles, 9% in office and administrative support positions, and 37% in careers categorized as "other." (<https://www.bls.gov/ooh/field-of-degree/foreign-language/foreign-language-field-of-degree.htm#emp>)

BOG Regulation 8.004 (Academic Program Coordination) requires the Board of Governors to coordinate a review with the Council for Academic Vice Presidents (CAVP) to inform both institutional and system-level strategic planning. The group designated by the CAVP to conduct these reviews expressed no concerns regarding this Proposal to Explore.



FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

CONSENT ITEM D



THE
FLORIDA STATE
UNIVERSITY

Office of Audit and Advisory Services
Suite 407 Westcott Building
222 South Copeland Street
P. O. Box 3061390
Tallahassee, Florida 32306-1390

MEMORANDUM

TO: Richard McCullough, President
FROM: Undra Baldwin, Chief Audit Officer
Date: January 16, 2024
SUBJECT: Consent Agenda Items for the February 1, 2024, BOT Meeting

Please find enclosed the FSU Office of Audit and Advisory Services request for BOT approval of the Performance-Based Funding Metrics and Preeminent Research University Funding Metrics audit reports and recommendation for the President and BOT Chair to sign the certifications.

I respectfully request these items to be placed on the BOT Consent Agenda for the February 1, 2024, BOT meeting.

Thank you

Attachments



Data Integrity Certification

March 2024

In accordance with Board of Governors Regulation 5.001(8), university presidents and boards of trustees are to review, accept, and use the annual data integrity audit to verify the data submitted for implementing the Performance-based Funding model complies with the data definitions established by the Board of Governors.

Given the importance of submitting accurate and reliable data, boards of trustees for those universities designated as preeminent or emerging preeminent are also asked to review, accept, and use the annual data integrity audit of those metrics to verify the data submitted complies with the data definitions established by the Board of Governors.

Applicable Board of Governors Regulations and Florida Statutes: Regulations 1.001(3)(f), 3.007, and 5.001; Sections 1.001.706, 1001.7065, and 1001.92, Florida Statutes.

Instructions: To complete this certification, university presidents and boards of trustees are to review each representation in the section below and confirm compliance by signing in the appropriate spaces provided at the bottom of the form. Should there be an exception to any of the representations, please describe the exception in the space provided.

Once completed and signed, convert the document to a PDF and ensure it is ADA compliant. Then submit it via the Chief Audit Executives Reports System (CAERS) by the **close of business on March 1, 2024**.

University Name: Florida State University

Data Integrity Certification Representations:

1. I am responsible for establishing and maintaining, and have established and maintained, effective internal controls and monitoring over my university's collection and reporting of data submitted to the Board of Governors Office which will be used by the Board of Governors in Performance-based Funding decision-making and Preeminence or Emerging-preeminence Status.
2. In accordance with Board of Governors Regulation 1.001(3)(f), my Board of Trustees has required that I maintain an effective information system to provide accurate, timely, and cost-effective information about the university, and shall require that all data and reporting requirements of the Board of Governors are met.
3. In accordance with Board of Governors Regulation 3.007, my university provided accurate data to the Board of Governors Office.

Data Integrity Certification, March 2024

4. In accordance with Board of Governors Regulation 3.007, I have tasked my Data Administrator to ensure the data file (prior to submission) is consistent with the criteria established by the Board of Governors. The due diligence includes performing tests on the file using applications, processes, and data definitions provided by the Board Office. A written explanation of any identified critical errors was included with the file submission.
5. In accordance with Board of Governors Regulation 3.007, my Data Administrator has submitted data files to the Board of Governors Office in accordance with the specified schedule.
6. I am responsible for taking timely and appropriate preventive/ corrective actions for deficiencies noted through reviews, audits, and investigations.
7. I recognize that Board of Governors' and statutory requirements for the use of data related to the Performance-based Funding initiative and Preeminence or Emerging-preeminence status consideration will drive university policy on a wide range of university operations – from admissions through graduation. I certify that university policy changes and decisions impacting data used for these purposes have been made to bring the university's operations and practices in line with State University System Strategic Plan goals and have not been made for the purposes of artificially inflating the related metrics.
8. I certify that I agreed to the scope of work for the Performance-based Funding Data Integrity Audit and the Preeminence or Emerging-preeminence Data Integrity Audit (if applicable) conducted by my chief audit executive.
9. In accordance with section 1001.706, Florida Statutes, I certify that the audit conducted verified that the data submitted pursuant to sections 1001.7065 and 1001.92, Florida Statutes [regarding Preeminence and Performance-based Funding, respectively], complies with the data definitions established by the Board of Governors.

Exceptions to Note: No exceptions noted.

Data Integrity Certification, March 2024

Data Integrity Certification Representations, Signatures:

I certify that all information provided as part of the Board of Governors Data Integrity Certification for Performance-based Funding and Preeminence or Emerging-preeminence status (if applicable) is true and correct to the best of my knowledge; and I understand that any unsubstantiated, false, misleading, or withheld information relating to these statements render this certification void. My signature below acknowledges that I have read and understand these statements. I certify that this information will be reported to the board of trustees and the Board of Governors.

Certification: _____
University President

Date: _____

I certify that this Board of Governors Data Integrity Certification for Performance-based Funding and Preeminence or Emerging-preeminence status (if applicable) has been approved by the university board of trustees and is true and correct to the best of my knowledge.

Certification: _____
University Board of Trustees Chair

Date: _____

Performance-Based Funding Metrics Data Integrity Audit



FLORIDA STATE UNIVERSITY

**Office of Audit and Advisory Services
Report #24-02**

January 5, 2024

Undra Baldwin, Chief Audit Officer

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EXECUTIVE SUMMARY

A. Background

In 2014, the Florida Board of Governors (BOG) approved the Performance-Based Funding (PBF) model. The model includes 10 PBF Metrics that evaluate Florida universities on a range of areas (e.g., graduation rates, job placement, academic progress rate). PBF Metric 10 (see description below) is a choice Metric which was selected by the University's Board of Trustees (BOT) and focuses on areas of improvement or the specific mission of the University. The remaining PBF Metrics are common to all institutions.

The 10 PBF Metrics consist of the following:

- Metric 1: Percent of Bachelor's Graduates Enrolled or Employed One Year After Graduation
- Metric 2: Median Wages of Bachelor's Graduates Employed One Year After Graduation
- Metric 3: Average Cost to the Student (Net Tuition & Fees per 120 Credit Hours for Resident Undergraduates)
- Metric 4: Four-Year Graduation Rate – Full-time, First Time in College (FTIC) Students
- Metric 5: Academic Progress Rate (Second Fall Retention Rate with at Least 2.0 GPA for Full-Time, FTIC Students)
- Metric 6: Percentage of Bachelor's Degrees Awarded within Programs of Strategic Emphasis
- Metric 7: University Access Rate (Percent of Undergraduates with a Pell Grant)
- Metric 8: Percentage of Graduate Degrees Awarded within Programs of Strategic Emphasis
- Metric 9a: Three-Year Graduation Rate - Florida College System (FCS) Associate in Arts Degree (AA) Transfer Students (Full-Time)
- Metric 9b: Six-Year Graduation Rate - FTIC Pell Recipient Students
- Metric 10: Number of Bachelor's Graduates who passed an Entrepreneurship Class

Florida Statutes 1001.706, Powers and Duties of the BOG, requires the BOG to define the data components and methodology used to implement Florida Statutes 1001.92, State University System Performance-Based Incentive, and requires each University to conduct an annual audit to verify that the data submitted pursuant to Florida Statutes 1001.92 complies with the data definitions established by the BOG. The BOG has provided methodology documents for all PBF Metrics common to the institutions. The calculations of the PBF Metrics are based on data submitted through the State University Database System. See **Appendix A** for the complete list of data files used for the calculation of each PBF Metric.

B. Objectives and Scope

The specific objectives of this audit were to:

1. Determine whether the processes established by the University ensure the completeness, accuracy, and timeliness of data submissions to the BOG that support the PBF Metrics.
2. Provide an objective basis of support for the President and BOT Chair to sign the representations made in the PBF Metrics/Preeminent Research University Funding Metrics Data Integrity Certification Letter.



The scope of this audit covered data submissions to the BOG from January 2022 through November 2023.

Based on previous audit results and our assessment of PBF Metrics with the highest risks, we selected the following Metrics for testing:

- Metric 1: Percent of Bachelor's Graduates Enrolled or Employed One Year After Graduation
- Metric 2: Median Wages of Bachelor's Graduates Employed One Year After Graduation
- Metric 3: Average Cost to the Student (Net Tuition & Fees per 120 Credit Hours for Resident Undergraduates)
- Metric 7: University Access Rate (Percent of Undergraduates with a Pell Grant)
- Metric 10: Number of Bachelor's Graduates who passed an Entrepreneurship Class

C. Standards

This audit was conducted in accordance with the *International Standards for the Professional Practice of Internal Auditing*. These standards require that we plan and perform the audit to obtain sufficient, reliable, relevant, and useful evidence. It is our opinion that the evidence obtained during our review provides a basis for the findings and conclusion noted in this report.

D. Overall Conclusion

Overall, it appears that FSU has established adequate controls and processes to:

1. Ensure the completeness, accuracy, and timeliness of data submissions to the BOG, which support the University's PBF Metrics.
2. Affirm the representations in the Data Integrity Certification Letter.



APPENDIX A – PERFORMANCE-BASED FUNDING METRICS DATA SOURCES

Metric	Description	Data Source Submitted to BOG
1	Percent of Bachelor’s Graduates Enrolled or Employed One Year After Graduation	BOG Submission File – Degrees Awarded (SIFD)
2	Median Wages of Bachelor’s Graduates Employed One Year After Graduation	BOG Submission File – SIFD
3	Average Cost to Student (Net Tuition & Fees per 120 Credit Hours for Resident Undergraduates)	BOG Submission Files – SIF, SFA, Hours to Degree File (HTD)
4	Four-Year Graduation Rate (Full-time, FTIC Students)	BOG Submission Files – SIF, SIFD, Retention File
5	Academic Progress Rate (Second Fall Retention Rate with at Least 2.0 GPA for Full-Time, FTIC Students)	BOG Submission Files – Fall SIF – two consecutive terms
6	Percentage of Graduate Degrees Awarded within Programs of Strategic Emphasis	BOG Submission Files – SIFD
7	University Access Rate	BOG Submission Files – SIF, SFA
8	Percentage of Graduate Degrees Awarded within Programs of Strategic Emphasis	BOG Submission Files – SIFD
9a	Three-Year Graduation Rate – FCS AA Transfer Students	BOG Submission Files – SIF, SIFD, Retention File
9b	Six-Year Graduation Rate – FTIC Pell Recipient Students	BOG Submission File – SIF, SIFD, SFA, Retention File
10	Number of Bachelor’s Graduates who passed an Entrepreneurship Class	Provided to the BOG by Institutional Research



APPENDIX B – AUDIT RATINGS

Material:

- Violation of policies/procedures/laws and/or unacceptable level of internal controls that either does or could pose an unacceptable level of exposure to the organization.
- Issues could have a high impact on the organization.
- Major opportunities to improve effectiveness and efficiency exist.
- Immediate corrective action by management is required.

Significant:

- Violation of policies/procedures/laws and/or lack of internal controls that either do or could pose a notable level of exposure to the organization.
- Issues could have a medium impact on the organization.
- Substantial opportunities to improve effectiveness and efficiency exist.
- Prompt corrective action by management is essential in order to address the noted concern(s) and reduce the risk(s) to the organization.

Moderate:

- Violation of policies/procedures/laws and/or lack of internal controls that either do or could pose a notable level of exposure to the organization.
- Issues identified are either (a) not likely but could have a medium impact on the organization or (b) likely and could have a low impact on the organization.
- Notable opportunities to improve effectiveness and efficiency exist.
- Corrective action is needed by management in order to address the noted concern and reduce risks to a more desirable level.

Advisory:

- Categorized by area reviewed.
- Used to identify recommendations contained in a consulting engagement report.





FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

CONSENT ITEM E



THE
FLORIDA STATE
UNIVERSITY

Office of Audit and Advisory Services
Suite 407 Westcott Building
222 South Copeland Street
P. O. Box 3061390
Tallahassee, Florida 32306-1390

MEMORANDUM

TO: Richard McCullough, President
FROM: Undra Baldwin, Chief Audit Officer
Date: January 16, 2024
SUBJECT: Consent Agenda Items for the February 1, 2024, BOT Meeting

Please find enclosed the FSU Office of Audit and Advisory Services request for BOT approval of the Performance-Based Funding Metrics and Preeminent Research University Funding Metrics audit reports and recommendation for the President and BOT Chair to sign the certifications.

I respectfully request these items to be placed on the BOT Consent Agenda for the February 1, 2024, BOT meeting.

Thank you

Attachments

Preeminent Research University Funding Metrics Data Integrity Audit



FLORIDA STATE UNIVERSITY

**Office of Audit and Advisory Services
Report #24-03**

January 5, 2024

Undra Baldwin, Chief Audit Officer

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EXECUTIVE SUMMARY

A. Background

In 2013, the Florida Board of Governors (BOG) voted to designate Florida State University (FSU) as a Preeminent State University. Florida Statutes 1001.7065, Preeminent State Research Universities Program, details the 12 academic and research excellence standards established for the program. The University's performance results related to the Preeminent Research University Funding (PRF) Metrics are reported annually in the Accountability Plan. Universities are eligible for emerging preeminence if they meet 6 of 12 PRF Metrics, and for preeminence if they meet 11 of 12 Metrics. FSU met all 12 benchmarks in the 2023 Accountability Plan, which is the most recently available report.

The 12 PRF Metrics consist of the following:

- Metric A: Average Grade Point Average (GPA) and SAT Score
- Metric B: Public University National Rankings
- Metric C: Freshman Retention Rate
- Metric D: Four-Year Graduation Rate
- Metric E: National Academy Memberships
- Metric F: Science and Engineering Research Expenditures (\$M)
- Metric G: Non-Medical Science and Engineering Research Expenditures (\$M)
- Metric H: Number of Broad Disciplines Ranked in Top 100 for Research Expenditures
- Metric I: Utility Patents Awarded
- Metric J: Doctoral Degrees Awarded Annually
- Metric K: Number of Post-Doctoral Appointees
- Metric L: Endowment Size (\$M)

Florida Statutes 1001.706, Powers and Duties of the BOG, requires the BOG to define the data components and methodology used to implement Florida Statutes 1001.7065 and requires each University to conduct an annual audit to verify that the data submitted pursuant to Florida Statutes 1001.7065 complies with the data definitions established by the BOG. The BOG last updated the PRF Metrics Methodology Document in October 2020. The data supporting the PRF Metrics comes from a variety of sources, including:

- Data submitted to the BOG
- Data reported to external entities

See **Appendix A** for the complete list of sources for each PRF Metric.

B. Objectives and Scope

The specific objectives of this audit were to:

1. Determine whether the processes established by the University ensure the completeness, accuracy, and timeliness of data submissions to the BOG that support the PRF Metrics.



2. Provide an objective basis of support for the President and BOT Chair to sign the representations made in the Performance-Based Funding Metrics/Preeminent Research University Funding Metrics Data Integrity Certification Letter.

The scope of this audit covered data submissions from January 2022 through November 2023.

Based on previous audit results and our assessment of PRF Metrics with the highest risks, we selected the following Metrics for testing:

- Metric D: Four-Year Graduation Rate
- Metric H: Number of Broad Disciplines Ranked in Top 100 for Research Expenditures
- Metric J: Doctoral Degrees Awarded Annually
- Metric L: Endowment Size (\$M)

C. Standards

This audit was conducted in accordance with the *International Standards for the Professional Practice of Internal Auditing*. These standards require that we plan and perform the audit to obtain sufficient, reliable, relevant, and useful evidence. It is our opinion that the evidence obtained during our review provides a basis for the findings and conclusion noted in this report.

D. Overall Conclusion

Overall, it appears that FSU has established adequate controls and processes to:

1. Ensure the completeness, accuracy, and timeliness of data submissions to the BOG and external entities which support the University's PRF Metrics.
2. Affirm the representations in the Data Integrity Certification Letter.



APPENDIX A – PREEMINENT RESEARCH UNIVERSITY FUNDING METRICS DATA SOURCES

Metric	Description	Data Source
A	Average GPA and SAT Score for Incoming Freshman in Fall Semester	BOG Submission File – Fall Admissions File
B	Number of Top 50 Public University National Rankings	External Websites - BOG maintains the official list of publications.
C	Freshman Retention Rate (Full-time, First Time in College (FTIC))	BOG Submission Files – Fall Student Instruction File (SIF) for two consecutive years.
D	Four-Year Graduation Rate (Full-time, FTIC)	BOG Submission Files – Retention File, SIF, and Degrees Awarded File (SIFD)
E	Number of National Academy Memberships	Official Membership Directories on External Websites – BOG maintains a list of acceptable organizations.
F	Total Annual Science and Engineering Research Expenditures	National Science Foundation (NSF) Higher Education Research and Development (HERD) Survey
G	Total Annual Non-Medical Science and Engineering Research Expenditures	NSF HERD Survey
H	Number of Broad Disciplines Ranked in Top 100 for Research Expenditures	Research expenditure data using the NSF’s National Center for Science and Engineering Statistics online data tool
I	Number of Utility Patents Awarded over Three Calendar-Year Period	As reported by the United States Patent and Trademark Office for the most recent three years.
J	Number of Doctoral Degrees Awarded Annually	BOG Submission File - SIFD
K	Number of Post-Doctoral Appointees	NSF Survey of Graduate Students and Post-Doctorates in Science and Engineering Survey
L	Endowment Size	National Association of College and University Business Officers (NACUBO) and Commonfund Institute’s annual online report of Market Value of Endowment Assets



APPENDIX B – AUDIT RATINGS

Material:

- Violation of policies/procedures/laws and/or unacceptable level of internal controls that either does or could pose an unacceptable level of exposure to the organization.
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Advisory:

- Categorized by area reviewed.
- Used to identify recommendations contained in a consulting engagement report.





FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

CONSENT ITEM F



FLORIDA STATE UNIVERSITY
FINANCE AND ADMINISTRATION
Office of the Vice President for Finance & Administration

MEMORANDUM

TO: Richard McCullough, President

FROM: Kyle Clark, Senior Vice President for Finance & Administration

DATE: January 12, 2024

SUBJECT: Request for Approval
2024-2025 Budget Projections for Auxiliaries with Outstanding Revenue Bonds

The Board of Governors Regulation 9.008 “University Auxiliary Facilities with Outstanding Revenue Bonds” was amended effective June 22, 2017, to include additional language regarding maintenance and equipment reserves, as well as reporting requirement clarifications, for certain auxiliary revenue bond issues.

The university’s Housing System and Parking System auxiliary revenue bonds contain covenant language requiring an annual Income and Expenditure Statement be submitted to the Board of Governors for approval. The operating budgets for these auxiliary facilities must be approved by the University Board of Trustees in advance of submission to the Board of Governors. The Board of Governors is charged with approving the Income and Expenditure Statements as required by bond covenants that have been previously endorsed by the respective University Board of Trustees.

I recommend approval of the 2024-2025 Budget Projections for Auxiliaries with Outstanding Revenue Bonds.

KC

Attachments

**HOUSING SYSTEM REVENUE BONDS
INCOME AND EXPENDITURE STATEMENT**

	2022-2023	2023-2024	2024-2025
	Actual	Estimated	Projected
Revenue			
Operating Revenues	\$ 51,193,308	\$ 52,681,850	\$ 55,290,707
Interest Income - Operating Funds	784,630	584,947	741,457
Interest Income - Reserve Funds	830,769	723,082	916,150
Other	669,791	526,534	598,000
Total Revenues	53,478,498	54,516,413	57,546,314
Expenditures			
Salaries and Matching	9,410,419	13,190,927	6,619,351
Other Personal Services	2,726,529	3,317,342	3,580,966
Operating Expenses	8,210,523	9,120,252	16,570,620
Repairs and Maintenance	2,003,911	2,300,000	2,300,000
Debt Service	14,645,685	13,897,655	13,846,966
Repair and Replacement Expense	5,233,086	5,586,000	5,750,000
Operating Capital Outlay	26,118	90,750	90,750
Other Expense & Transfers Out	3,100,729	3,251,915	3,901,822
Total Expenditures	45,357,000	50,754,841	52,660,475
Transfers Out From Reserve Fund	2,237	0	0
Net Income	8,119,261	3,761,572	4,885,839
Beginning Balance	80,991,192	89,110,453	92,872,025
Ending Balance	\$ 89,110,453	\$ 92,872,025	\$ 97,757,864

	2022-2023	2023-2024	2024-2025
	Actual	Estimated	Projected
Reserve Fund - Beginning Balance	\$ 53,022,301	\$ 57,314,805	\$ 61,076,677
Interest Income	830,769	723,082	916,150
Transfers In	3,463,972	3,038,790	3,969,659
Transfers Out	(2,237)	0	0
Reserve Fund - Ending Balance	\$ 57,314,805	\$ 61,076,677	\$ 65,962,486

**PARKING SYSTEM REVENUE BONDS
INCOME AND EXPENDITURE STATEMENT**

	2022-2023	2023-2024	2024-2025
	Actual	Estimated	Projected
Revenue			
Operating Revenues	\$ 12,605,379	\$ 13,125,470	\$ 13,237,972
Interest Income - Operating Funds	207,739	483,433	481,676
Interest Income - Reserve Funds	58,038	151,079	150,000
Other	0	0	0
Total Revenues	12,871,156	13,759,982	13,869,648
Expenditures			
Salaries and Matching	1,357,608	1,549,361	1,549,362
Other Personal Services	104,021	84,914	84,915
Operating Expenses	6,260,936	6,473,449	6,942,146
Repairs and Maintenance	248,158	915,019	809,259
Debt Service	3,656,082	2,617,750	2,612,750
Repair and Replacement Expense	0	230,000	1,300,000 *
Operating Capital Outlay	55,926	66,604	60,000
Other Expense & Transfers Out	872,789	1,118,638	1,335,380
Total Expenditures	12,555,520	13,055,735	14,693,812
Transfers Out From Reserve Fund	0	0	0
Net Income	315,636	704,247	(824,164)
Beginning Balance	14,025,784	14,341,420	15,045,667
Ending Balance	\$ 14,341,420	\$ 15,045,667	\$ 14,221,503

	2022-2023	2023-2024	2024-2025
	Actual	Estimated	Projected
Reserve Fund - Beginning Balance	\$ 3,724,295	\$ 3,882,333	\$ 4,133,412
Interest Income	58,038	151,079	150,000
Transfers In	100,000	100,000	100,000
Transfers Out	0	0	0
Reserve Fund - Ending Balance	\$ 3,882,333	\$ 4,133,412	\$ 4,383,412

* FY2025 Woodward Parking Garage improvements based on 10 Year Assessment Plan.



FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

CONSENT ITEM G

Dr. Don Autore



Department Chair and Dean L. Cash Professor of Finance

Dr. Don M. Autore is the Department Chair and Dean L. Cash Professor of Finance in the Department of Finance at Florida State University's College of Business. He teaches courses in investments, econometrics and financial management, at both the undergraduate and graduate levels, and is a recipient of FSU's College of Business Undergraduate Teaching Award. Autore's research interests span a variety of topics in corporate finance and investments, including corporate equity issuances and repurchases, security analysts, short selling and blockchain technology. His work has been published in numerous finance journals such as the *Review of Corporate Finance Studies*, *Journal of Corporate Finance*, *Journal of Financial Markets*, *Journal of Banking and Finance*, *Journal of Financial Intermediation* and *Financial Management*. Since 2012, Autore has served as director of the annual Florida State University SunTrust Beach Conference.

Autore earned his bachelor's degree in mechanical engineering and an MBA from the University of Central Florida. His Ph.D. in finance is from Virginia Tech.



FLORIDA STATE UNIVERSITY
OFFICE OF THE PRESIDENT

January 3, 2024

Dr. Don Autore
Florida State University
College of Business
821 Academic Way
Tallahassee, FL 32306

Dear Dr. Autore,

As authorized and provided in Article I, Section 1.D of the Bylaws of the Florida State University College of Business Student Investment Fund – Tallahassee, Inc., I hereby appoint you to serve as a board member.

The term of your appointment shall be three-years, effective January 3, 2024. You shall serve in this position throughout your three-year term for as long as you are still employed by Florida State University, until this designation is rescinded by me or my successor or your service is otherwise terminated by law.

This appointment is subject to approval by the Florida State University Board of Trustees.

I congratulate you on your appointment, and I appreciate your willingness to serve on this board.

Sincerely,

Richard D. McCullough, Ph.D.
President

cc: Dean Michael D. Hartline



FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

CONSENT ITEM H



MEMORANDUM

TO: Richard McCullough, President

FROM: Amy Hecht
Vice President for Student Affairs

DATE: January 5, 2024

SUBJECT: Approval of Regulations Amendments

FSU- 3.0015 Student Organizations and Activities

This amendment allows non-FSU student participation for students in joint partnerships programs with another institution of higher learning for those registered student organizations who have been approved for such outside membership by the Vice President for Student Affairs. The accepting FSU registered student organization may be held responsible for the non-FSU student conduct as they would before an FSU student and the non-FSU student may be removed from association with the FSU organization for misconduct and reported to their home institution.

The regulation has been re-written to provide clarity of the current policy and procedural standards. Note the following highlighted changes:

- The regulation now allows students from other institutions who are participating in joint sponsored FSU programs to participate in RSOs that have been approved for membership by the Vice President for Student Affairs.
- Non-FSU students will be responsible for participating within these RSOs in a manner that is consistent with university policies and the constitution and by-laws of the organization.

I recommend the Board approve these amendments.

FSU-3.0015 Student Organizations and Activities

(1) Registered student organizations are defined as organizations that have been approved by Student Organizations & Involvement, as designee of the Vice President for Student Affairs, to function at Florida State University. Registration does not constitute university endorsement, support, or concurrence.

(2) Each registered student organization's purposes and activities shall comply with applicable provisions of the United States Constitution, federal laws, the Constitution of the State of Florida, state laws, rules and regulations of the Board of Governors, the Florida State University Board of Trustees, Florida State University, and the Florida State University Student Conduct Code, and the purposes set forth in the Student Body Constitution, and the constitution of the student organization. The student organization and its officers are responsible and accountable for all actions of the organization. Any violation of law, Board of Governors' rules and regulations, Florida State University Board of Trustees rules and regulations, or Florida State University rules shall be considered as offenses committed by the organization. Its officers or members shall be subject to action pursuant to the provisions of the Florida State University Student Conduct Code. Any violation by a student organization shall render the organization's registration subject to review and possible revocation. Benefits of registration include but are not limited to, use of university name and facilities, eligibility for activity and service fee funding, and participation in university events.

(3) All students shall be free to join registered student organizations.

(a) Except as provided in (b), Registered student organizations shall be limited to currently enrolled FSU students. Faculty and staff of Florida State University shall be free to participate in a manner that is consistent with the constitution and bylaws of the organization.

(b) Non-FSU students who are enrolled in joint FSU programs or participate in partnership programs between FSU and another institution of higher education shall be eligible for membership in registered student organizations that have received the express approval of the Vice President for Student Affairs or their designee to accept non-FSU students. Individuals

who choose to and are allowed to participate in FSU RSOs shall do so in a manner that is consistent with university policies and the constitution and bylaws of the organization. Failure to do so will result in removal of the non-FSU student from the program as well as reporting any misconduct to the non-FSU host institution. FSU RSOs that accept non-FSU students as members will remain subject to the Student Organization Conduct Code for the conduct of all its members, including non-FSU students, as will FSU RSOs that accept non-FSU students as members without the express approval of the Vice President for Student Affairs or their designee.

(4) Student organizations may be officially registered when the student organization has met appropriate requirements as outlined by the Vice President for Student Affairs or designee.

(5) The Vice President for Student Affairs or designee may place other limitations on the continued registration of student organizations.

(6) Registered student organizations may be required to have a primary advisor who is a full-time faculty or staff member of the University.

(7) All registered student organizations shall be allowed to meet on campus and to use appropriate available university facilities.

(8) Registered student organizations that are eligible for funding under the criteria set forth by the Student Government Association may apply to the Student Government Association for activity and service fee funds.

(9) Each registered student organization shall re-register no later than the deadline set forth by Student Organizations & Involvement and shall concurrently provide the University with any changes in its members and officers.

(10) In order to hold an elected or appointed student office in a registered student organization or the Student Government Association, a student must:

(a) Be registered for the minimum number of credit hours for the fall, spring, and summer terms as specified by Student Organizations & Involvement for undergraduate and graduate students unless a greater enrollment is required by the organization;

- (b) Be in good academic standing (maintain a 2.0 for undergraduate students and 3.0 for graduate students), and be free of academic probation;
- (c) Be free of any obligation for fees or payments to the university;
- (d) Registered student organizations have the option to set standards that exceed the above stated minimum criteria.

(11) Registered student organizations that wish to use the university's name as part of their organization's name may do so as long as sponsorship or endorsement by the university is not implied or stated. If used, organizations are restricted to the following:

(a) The university's name may only appear at the end of the organizations name and should be followed by the statement "a Registered Student Organization" (i.e. Student organization at Florida State University, a Registered Student Organization)

(b) The title should follow one of these forms: (1) Florida State University; (2) FSU.

(12) Student organizations at branch campuses will be required to follow the guidelines set forth by the branch campus with which they are affiliated.

(13) Student organizations charged with offenses or any act in violation of laws, rules, regulations, policies or procedures shall have their cases heard by the appropriate person or body as designated by the Vice President for Student Affairs.

(14) The university disclaims liability for any damage or injury that may arise out of the recognition of student organizations or their use of university facilities, whether arising out of the activities of students as individuals or whether participating with or as members of a registered student organization or any other organizational part of the Student Government Association.

Specific Authority BOG Regulation 1.001(3)(j) ; Reg. Procedure July 21, 2005 Law Implemented 1001.74 (2) (g), 1004.26 FS Law Implemented 1004.74(2) (f) History—New 9-7-86 Amended 2-6-2006, 11-9-23, _____