



AGENDA

Meeting of the Governing Board
The Learning Excellence Foundation of South Palm Beach, Inc.
D/B/A
Imagine Schools-Chancellor Campus
3333 High Ridge Road
Boynton Beach, Florida 33426
September 14th, 2020
5:30 p.m.

1. Call to Order.....Chris Johnson, Chairperson
2. Public Notice Announcement..... Chris Johnson
3. Approval of Minutes.....Chris Johnson
 - August 10, 2020
4. Principal Report.....Stephanie Standley, Principal
 - o Opening of School
 - o Phase 2 Plan
5. Coronavirus Prevention & Response (Sanitation & Cleaning) GEER Fund under the CARES Act Charter School AssurancesStephanie Standley
6. School Hardening Grant Election to Participate and Assurances.....Stephanie Standley
7. Renewal of fictitious name registration for Imagine Schools – Chancellor CampusStephanie Standley
8. Active Assailant Policy.....Stephanie Standley
9. Out of Field Waivers
 - Middle School Science Position
 - Middle School Math Position
 - Elementary ESE Position
10. STO Contract for 20-21.....Stephanie Standley
 - Update from STO
11. Title IX Regulation Policy.....Susan Onori
12. Teacher Salary Increase Allocation Distribution PlanSusan Onori/Jorge Puente-Duany
13. Financials.....Jorge Puente-Duany,
Business Manager
 - Final Budget 2019-2020
 - Amended Budget 2020-2021
 - Annual Audit 2019-2020
14. Public Input

Adjournment

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF THE
LEARNING EXCELLENCE FOUNDATION OF SOUTH PALM BEACH, INC.
D/B/A
IMAGINE SCHOOLS – CHANCELLOR CAMPUS

August 10, 2020
5:30 p.m.

The meeting of the Board of Directors (the “Board”) of the Learning Excellence Foundation of South Palm Beach, Inc. (the “Foundation”) d/b/a Imagine Schools-Chancellor Campus (the “School”) was held at 3333 High Ridge Road, Boynton Beach, Florida. In attendance were: board attorney , Julie Klahr and members of the Governing Board: Chris Johnson, Board Chair; Tom Sutterfield, Jennifer Weser, Elizabeth Stephan, Marie Chapman, Lisa Carriegos and Imagine employees in attendance were: Stephanie Standley, Principal, Susan Onori, Region Director and Jorge Puente-Duany. Also in attendance was parent Joel Rodriguez.

Chris Johnson called the virtual board meeting to order at 5:31 p.m.

Chris Johnson asked if the meeting had been properly noticed. Stephanie Standley reported the meeting had been posted on the Imagine-Chancellor website and on the entry doors at the school.

The first order of business was the approval of the June 15, 2020 and July 20, 2020 minutes. Lisa Carriegos made a motion to approve the minutes from the June 15, 2020 and July 20, 2020 board meetings. Marie Chapman seconded the motion. Chris Johnson inquired as to whom was in favor of the motion. Jennifer Weser, Marie Chapman, Tom Sutterfield, Lisa Carriegos, Elizabeth Stephan all stated they were in favor of the motion. Chris Johnson inquired as to if anyone was opposed. All Board members stated no, the motion passed unanimously.

The next order of business was the Principal update. Stephanie Standley informed the Board Pat Surrago and Kathy Volpe would both be retiring. Miss Standley stated both employees had been with the school for 19 years and would be celebrated with some special festivities and gifts. Miss Standley stated she would inform the board of the celebrations when the plans are finalized.

Miss Standley informed the Board the employees had come into school in 2 different groups with social distancing during the week and they were trained in the COVID procedures for the FY21 school year. Miss Standley reviewed the procedures if a student/employee gets sick when students are able to return to brick and mortar. Miss Standley also reviewed the sanitizing policy of the building and the policy for staff should they test positive for COVID. Miss Standley reviewed the student daily schedules with the Board that was shared with the parents. Mr. Sutterfield inquired to the procedures for students with IEP’s and Miss Standley stated during the independent practice times in the schedule the ESE teachers would implement a schedule to ensure all services are met.

The next order of business was approval of the Parent Representative. Stephanie Standley informed the Board Mrs. Chapman would continue to serve as the Board Parent Representative with the approval of the Board. Tom Sutterfield made a motion to re-appoint Marie Chapman as the Board Parent Representative. Jennifer Weser seconded the motion. . Chris Johnson inquired as to who was in favor of the motion. Jennifer Weser, Marie Chapman, Tom Sutterfield, Lisa Carriegos, Elizabeth Stephan and all stated they were in favor of the motion. Chris John inquired as to if anyone was opposed. All Board members stated no, the motion passed unanimously.

The next order of business was approval of new policies. Stephanie Standley informed the board new policies were added to both the family and the staff handbook. Miss Standley reviewed the new policies in depth, including communicable disease, technology usage including GO Guardian, communication, discipline, social media platforms, student online learning management, attendance, internet safety, social distancing, face masks, health screenings, telework options and employee leave. Tom Sutterfield made a motion to adopt the policies while following CDC guidelines and any changes to the guidelines as they occur. Jennifer Weser seconded the motion. Chris Johnson inquired as to who was in favor of the motion. Jennifer Weser, Marie Chapman, Tom Sutterfield, Lisa Carriegos, Elizabeth Stephan all stated they were in favor of the motion. Chris Johnson inquired as to if anyone was opposed. All Board members stated no, the motion passed unanimously.

The next order of business was the approval of the amended employee and parent handbooks. Stephanie Standley reviewed the handbooks in depth with the Board citing the new polices such as, traveling out of country or state, positive COVID tests, social distancing, masks. Susan Onori informed the Board the Imagine Schools, Inc. legal department were involved in revising the handbook. Miss Standley reviewed the parent handbook with the changes. Tom Sutterfield made a motion to adopt the policies as amended in the employee handbook with following CDC guidelines and any changes to the guidelines as they occur. Jennifer Weser seconded the motion. Chris Johnson inquired as to who was in favor of the motion. Jennifer Weser, Marie Chapman, Tom Sutterfield, Lisa Carriegos, Elizabeth Stephan all stated they were in favor of the motion. Chris Johnson inquired as to if anyone was opposed. All Board members stated no, the motion passed unanimously. Tom Sutterfield made a second motion to adopt the policies as amended in the family handbook with following CDC guidelines and any changes to the guidelines as they occur. Jennifer Weser seconded the motion. Chris Johnson inquired as to who was in favor of the motion. Jennifer Weser, Marie Chapman, Tom Sutterfield, Lisa Carriegos, Elizabeth Stephan all stated they were in favor of the motion. Chris John inquired as to if anyone was opposed. All Board members stated no, the motion passed unanimously.

The next order of business was the Sports Turf One contract. Mary Salas reviewed the FY21 Sports Turf One contract with a three percent increase, which would increase the cost to \$41,268.00. Discussion ensued regarding the addendum Julie Klahr added to the contract. Elizabeth Stephan inquired as to if this item went out to bid and why the three

percent increase, since the field would not be utilized as it would in a normal school year stating the spot maintenance should be less. Discussion ensued regarding this matter and possibly adjusting the maintenance routine to meet the usage. Mary Salas would contact Sports Turf One to inquire about adjustments due to the field not being used during the distance learning. This item would be tabled until the September Board meeting.

The next order of business was the approval of the FY21 drill schedule. Stephanie Standley informed the Board fire, code red and tornado drills would still be required even during distance learning. Miss Standley reviewed the procedures for conducting the drills through distance learning. Tom Sutterfield made a motion to approve the drill schedule. Jennifer Weser seconded the motion. . Chris Johnson inquired as to who was in favor of the motion. Jennifer Weser, Marie Chapman, Tom Sutterfield, Lisa Carriegos, Elizabeth Stephan all stated they were in favor of the motion. Chris Johnson inquired as to if anyone was opposed. All Board members stated no, the motion passed unanimously.

The next order of business was an air conditioning update. Mary Salas informed the Board there had been some failed compressors and Freon leaks, which prompted an air conditioning survey with Biscayne Air. Mrs. Salas reviewed the survey and the estimates for repair and replacement of the effected units. Discussion ensued regarding this matter and the monies allocated previously for the air conditioners and the most important air units to replace during distance learning. Tom Sutterfield inquired as to the approximate cost to replace the classroom units and Mary Salas stated to replace the 2 classroom units would cost approximately \$59,500.00 plus permits. A lengthy discussion ensued regarding repair versus replacing. Tom Sutterfield made a motion to approve the replacement of 2 classroom units and repair the hallway units up to \$70,000.00 and anything above that amount would have to come back to the Board at the September Board meeting. Jennifer Weser seconded the motion. Chris Johnson inquired as to who was in favor of the motion. Jennifer Weser, Marie Chapman, Tom Sutterfield, Lisa Carriegos, Elizabeth Stephan all stated they were in favor of the motion. Chris Johnson inquired as to if anyone was opposed. All Board members stated no, the motion passed unanimously.

The next order of business was the financial update. Jorge Puente-Duany reviewed the financials with Board citing the loss of income in the amount of \$50,000.00 from before/after care and summer camp stating it did have an impact on the budget. Discussion ensued regarding this matter. Mr. Puente-Duany reviewed the financials by the line item that effected the budget. Tom Sutterfield inquired as to what enrollment number the budget was based on and Mr. Puente-Duany stated 1040 students, which had been approved before the impact of COVID. A lengthy discussion ensued regarding the not knowing what funding the school would receive from the state. Stephanie Standley informed the Board enrollment to date was 1048 and the kindergarten students that enrolled did come for their Kindergarten Assessment. Tom Sutterfield requested creating different scenarios within the budget citing an enrollment decrease of 5%, 10% 15% and 20%. Discussion ensued regarding this matter.

Chris Johnson inquired as to if there was any public input. Joel Rodriguez a new parent at the school introduced himself and stated he worked for an HVAC manufacturer and stated he may be able to assist with the air conditioning pricing if interested.

The next item was the security plan for the school. Julie Klahr stated this item would have to be closed to the public for security purposes. At this time all non-board members were excused from the meeting. Julie Klahr stated this item was exempt from the Sunshine law and the recording could be stopped.

Meeting was adjourned at 6:39 p.m.

Attested to By:

Chris Johnson, Chairperson

Date

School Hardening Grant (FY21)
Charter School Election to Participate and Assurances

The authorized representative assures that the CHARTER SCHOOL will comply with all of the requirements that apply to the School Hardening Grant program and will specifically comply with the following:

- 1) The CHARTER SCHOOL if it elects to participate, will use School Hardening Grant funds for allowable purposes and will supplement not supplant other state funds, and will ensure that the purposes of the program (i.e. to provide capital outlay funds to improve the physical security of school buildings) are being met.
- 2) The CHARTER SCHOOL will maintain adequate internal control systems for the School Hardening Grant to ensure that all expenditures are allowable, reasonable and necessary and to safeguard against improper payments.
- 3) The CHARTER SCHOOL will maintain for a minimum of five (5) years, auditable financial records to substantiate all expenditures of School Hardening Grant funds, including primary documentation necessary to substantiate School Hardening Grant payments.
- 4) The CHARTER SCHOOL will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 79, 81, 82, 84, 97, 98, and 99; The OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.
- 5) The CHARTER SCHOOL will provide documentation (via charter tools benchmark School Hardening Grant – Supporting Backup Documentation) including but not limited to: invoices, cancelled checks verifying payment, and/or bank statements; time and effort logs for staff, payroll registers, salary/benefits schedules for staff, etc. for reimbursement.
- 6) The CHARTER SCHOOL electing to participate must upload (via charter tools benchmark School Hardening Grant) by November 6, 2020 the following: #1) a narrative description (on charter schools letterhead) of the proposed purchases and an explanation of how each proposed purchase will contribute to the safety and security of the school. #2) a detailed budget using the DOE 101S Budget Narrative Form (Attachment D). #3) a completed Project Performance Accountability Form, DOE 900D (Attachment E). These forms can be found on the FDOE website at: <http://www.fldoe.org/finance/contracts-grants-procurement/grants-management/department-of-edu-grants-forms.stml>.
- 7) The Charter School will ensure the Contractor(s) utilize the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of all new employees hired by the contractor school during the Contract term, (b) require that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Charter School will maintain supporting documentation with regards to the Contractor(s) use of the E-Verify system. Executive Order 11-116 may be viewed at <http://i/www.flgov.com/fwp-content/uploads/orders/20111116-suspend.pdf>.

The CHARTER SCHOOL elects to participate

The CHARTER SCHOOL elects not to participate

[Charter School Name and School Number]	
[Board Chair (Printed Name):]	
Signature:	Date:

ATTACHMENT C



**THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FL**

**HEATHER KNUST
BUDGET DIRECTOR**

**MICHAEL J. BURKE
CHIEF FINANCIAL OFFICER**

BUDGET DEPARTMENT
3300 FOREST HILL BLVD., A-306
WEST PALM BEACH, FL 33406
PHONE: 561-434-8837 / FAX: 561-434-8568

August 28, 2020

SUBJECT: FY21 School Hardening Grant

Dear Charter School Board Chairs and Administrators

Below is information regarding the FY21 School Hardening Grant. The School Hardening Grant provides capital outlay funds to improve the physical security of school buildings based on a security risk assessment required by sections 1006.07 and 1006.1493, Florida Statutes. Please note the District has yet to receive the official project award notification for the FY20 School Hardening Grant from FLDOE. The charter schools will be notified once the project award is received.

School Hardening Grant funds will be reported in capital projects funds 391-398, Other Capital Projects, and revenue account 3399, Other Miscellaneous State Revenues. For expenditures that are not capitalized, grant funds should be transferred to the general fund and expended as current expenditures in function 7410, Facilities Acquisition and Construction –Current Expenditures.

Pursuant to Executive Order 11-116, for all contracts providing goods or services to the state in excess of nominal value: (a) the Contractor will utilize the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of all new employees hired by the contractor during the Contract term., (b) require that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Charter School will maintain supporting documentation with regards to the Contractor(s) use of the E-Verify system. Executive Order 11-116 may be viewed at: <http://www.flgov.com/wp-content/uploads/orders/11-116-suspend.pdf>.

Allowable Expenses

Proposed expenditures for the School Hardening Grant must meet the following criteria:

- A fixed capital outlay expenditure;
- Associated with improving the physical safety and security of school buildings;
- Identified by a security risk assessment completed prior to August 1, 2020;
- Used for items other than code compliance deficiencies; and
- Used in addition to or to augment existing security features.
- Expenditures for school safety improvements implemented on or after July 1, 2020.

The items listed below are examples of allowable expenses and are provided here for information only. Please note this is not a comprehensive list:

- Secured entries
- Metal Detectors
- Steel Doors
- Separate visitor entry

- Costs not allowable as defined in the Reference Guide for State Expenditures, which may be found at: www.myfloridacfo.com/aadir/reference_guide/.

Additional information is available in the FDOE Memorandum (Attachment A). Attachment B includes the District allocations to charter schools.

The Charter School's Board Chair must sign and submit Election to Participate and Assurances (Attachment C) form, **denoting whether the charter school elects to participate or elects not to participate** no later than **Friday, November 6, 2020**, to Charter Tools School Hardening Grant Benchmark.

Schools electing to participate must upload the following to Charter Tools School Hardening Grant Benchmark by **November 6, 2020**:

- Narrative description (on charter school letterhead) of the charter school's proposed purchases and an explanation of how each proposed purchase will contribute to the safety and security of the school.
- A detailed budget using the DOE 101S Budget Narrative form (Attachment D).
- A completed Project Performance Accountability Form, DOE 900D (Attachment E).

Reimbursements should be uploaded to Charter Tools FY21 School Hardening Grant Supporting Backup Documentation Benchmark dated June 30, 2021. Reimbursements may be submitted monthly. It is important to change the benchmark to "Ready For Review" as each reimbursement request is uploaded. The following supporting backup documentation should be uploaded when your school is requesting reimbursement:

- Itemized Expenditure Reimbursement Report Form – (Attachment F)
- Copies of invoices
- Copies of cancelled checks or bank statements evidencing wire transfer, if applicable
- Support showing contractors/vendors used the E-Verify system
- Additional documents as requested by the district

If the supporting backup documentation, uploaded via charter tools to the School Hardening Grant – Supporting Backup Documentation benchmark, is not provided in an organized and orderly manner, the reimbursement request will not be processed.

Questions concerning the School Hardening Grant should be directed to:

Sue Wilkinson at (850) 245 - 0712, Sue.Wilkinson@fldoe.org, or
Mark Eggers (850) 245 - 0405, Mark.Eggers@fldoe.org.

Questions regarding Charter Tools benchmarks should be directed to:

William Dufresne at (561) 969-5881, William.dufresne@palmbeachschools.org or
Sharon Kovner at (561) 434-7315, sharon.kovner@palmbeachschools.org.

Enclosures:

Attachment A – Florida Department of Education Memorandum
Attachment B – School Hardening Grant Allocation
Attachment C – Election to Participate and Assurances Form
Attachment D – DOE 101S Budget Narrative Form
Attachment E – Project Performance Accountability Form, DOE 900D
Attachment F – Itemized Expenditure Reimbursement Report Form

FY21 School Hardening Grant Charter School Allocations

District Number	School Number	District/School	School Name	Year	Total FTE	
50	1461	501461	INLET GROVE COMMUNITY HIGH SCH	1920	777.99	\$ 11,512.12
50	1571	501571	SOUTH TECH ACADEMY	1920	1109.76	\$ 16,421.40
50	0664	500664	ACADEMY FOR POSITIVE LEARNING	1920	115.22	\$ 1,704.94
50	2521	502521	ED VENTURE CHARTER SCHOOL	1920	83.72	\$ 1,238.83
50	2531	502531	POTENTIALS CHARTER SCHOOL	1920	30.47	\$ 450.87
50	2791	502791	THE LEARNING CENTER ELS CENTER	1920	148.02	\$ 2,190.29
50	2801	502801	PALM BEACH MARITIME ACADEMY	1920	931.41	\$ 13,782.31
50	2911	502911	WESTERN ACADEMY CHARTER SCHOOL	1920	521.11	\$ 7,711.00
50	2941	502941	PALM BEACH SCHOOL FOR AUTISM	1920	373.5	\$ 5,526.78
50	3083	503083	THE LEARNING ACADEMY ELS CENTE	1920	116.06	\$ 1,717.37
50	3345	503345	GULFSTREAM L.I.F.E. ACADEMY	1920	69.44	\$ 1,027.52
50	3381	503381	IMAGINE SCHOOLS CHANCELLOR CAM	1920	1048.82	\$ 15,489.06
50	3382	503382	GLADES ACADEMY, INC	1920	238.26	\$ 3,525.59
50	3385	503385	BRIGHT FUTURES ACADEMY	1920	189.45	\$ 2,803.34
50	3386	503386	TOUSSAINT L'OUVERTURE HIGH	1920	84.31	\$ 1,247.56
50	3391	503391	SEAGULL ACADEMY	1920	40	\$ 591.89
50	3394	503394	MONTESSORI ACADEMYOF EARLY ENR	1920	176.68	\$ 2,614.38
50	3395	503395	SOMERSET ACADEMY JFK CHARTER S	1920	526.75	\$ 7,794.46
50	3396	503396	G-STAR SCHOOL OF THE ARTS	1920	801.5	\$ 11,860.00
50	3398	503398	EVERGLADES PREPARATORY ACADEMY	1920	119.45	\$ 1,787.53
50	3400	503400	BELIEVERS ACADEMY	1920	125.38	\$ 1,855.28
50	3401	503401	QUANTUM HIGH SCHOOL	1920	309	\$ 4,572.35
50	3413	503413	SOMERSET ACADEMY BOCA EAST	1920	358.51	\$ 5,304.96
50	3421	503421	WORTHINGTON HIGH SCHOOL	1920	227.95	\$ 3,373.03
50	3431	503431	RENAISSANCE CHARTER SCHOOL AT	1920	1006.81	\$ 14,898.03
50	3441	503441	SOUTH TECH PREPARATORY ACADEMY	1920	532.44	\$ 7,878.65
50	3924	503924	PALM BEACH MARITIME ACADEMY HI	1920	190.07	\$ 2,812.51
50	3941	503941	BEN GAMLA-PALM BEACH	1920	246	\$ 3,640.13
50	3961	503961	GARDENS SCHOOL OF TECHNOLOGY A	1920	346.69	\$ 5,130.06
50	3971	503971	MAVERICKS HIGH SCHOOL AT PALM	1920	417.36	\$ 6,175.78
50	4000	504000	RENAISSANCE CHARTER SCHOOL AT	1920	510.84	\$ 7,559.03
50	4001	504001	RENAISSANCE CHARTER SCHOOL AT	1920	524.4	\$ 7,759.68
50	4002	504002	RENAISSANCE CHARTER SCHOOL AT	1920	1060.29	\$ 15,689.38
50	4012	504012	SOMERSET ACADEMY CANYONS MIDL	1920	801.92	\$ 11,866.22
50	4013	504013	SOMERSET ACADEMY CANYONS HIGH	1920	860.68	\$ 12,735.70
50	4020	504020	FRANKLIN ACADEMY CHARTER SCHOO	1920	1326.57	\$ 19,629.60
50	4030	504030	OLYMPUS INTERNATIONAL ACADEMY	1920	190.53	\$ 2,819.32
50	4031	504031	SOMERSET ACADEMY OF THE ARTS	1920	71.28	\$ 1,054.75
50	4041	504041	SOMERSET ACADEMY BOCA MIDDLE S	1920	65.41	\$ 967.89
50	4050	504050	RENAISSANCE CHARTER SCHOOL AT	1920	739.05	\$ 10,935.91
50	4051	504051	RENAISSANCE CHARTER SCHOOL AT	1920	770.22	\$ 11,397.14
50	4061	504061	FRANKLIN ACADEMY PBG CHARTER	1920	1090.14	\$ 16,131.08
50	4080	504080	UNIVERSITY PREPARATORY ACADEMY	1920	344.81	\$ 5,102.24
50	4081	504081	FLORIDA FUTURES ACADEMY NORTH	1920	140.81	\$ 2,083.60
50	4090	504090	SLAM MIDDLE SCHOOL PALM BEACH	1920	234.65	\$ 3,472.18
50	4091	504091	SOMERSET ACADEMY LAKES	1920	268.63	\$ 3,974.99
50	4100	504100	CONNECTIONS EDUCATION CENTER O	1920	77.5	\$ 1,146.79
50	4102	504102	BRIDGEPREP ACADEMY OF PALM BEA	1920	342.17	\$ 5,063.18
50	4103	504103	SPORTS LEADERSHIP & MANAGEMENT SLAM (Boca)	1920	441.32	\$ 6,530.33
50	4111	504111	SLAM ACADEMY HS	1920	67.33	\$ 996.30

Attachment B

TITLE IX NOTICE

To: Members of the Imagine Schools - Chancellor Campus Governing Board:

August 15, 2020, was the effective date for newly-revised regulations of Title IX of the Education Amendments of 1972. The United States Department of Education has provided thirty days for institutions to be in compliance with the Act, which addresses institutional procedures for investigating and resolving complaints of sexual harassment and sexual assault.

Imagine Schools - Chancellor Campus has been engaged in preparing for compliance with the regulation by developing a proposed policy and by preparing an implementation plan that includes action steps for regulatory compliance. At this time, we are seeking your approval of the draft policy provided herewith. Also provided for your consideration is a description of plans for implementation of the policy and a description of the duties for the Title IX Coordinator, who would be responsible for publication and implementation of the policy by the School.

Provided with this memo are the following documents:

- 1. Draft Title IX Policy Statement**
- 2. Title IX Complaint Form**
- 3. Title IX Policy Implementation Guidance**
- 4. Duties of Title IX Coordinator**
- 5. Notice of Compliance with Title IX Regulation**

We are requesting that the Board review the information provided and take action to adopt the Policy (as presented or as modified pursuant to discussion hereafter) by September 14th. We look forward to addressing your questions and comments about the Title IX regulation and its implementation.

Respectfully,

**Stephanie Standley,
Principal**

IMAGINE SCHOOLS - CHANCELLOR CAMPUS

Imagine Schools Title IX Policy

Title IX of the Education Amendments of 1972 is a federal law that states: “No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.”

On May 6, 2020, the United States Department of Education issued the first revision of its Title IX regulations in 45 years. These modifications made significant changes in the way that elementary and secondary schools must investigate and address claims of sexual harassment.

This policy covers all faculty, staff, and students of [Insert School Name] (“School”), and related third-parties (such as applicants for admission and employment, vendors, guests, and contractors) (collectively, the “School Community Members”). This policy applies to all School programs and activities.

I. Nondiscrimination Policy Statement

In accordance with Title IX, School does not discriminate on the basis of sex in its educational programs, athletic programs, employment, enrollment, or operation. The School prohibits:

- Disparate treatment of students based on sex with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services;
- Disparate treatment of employees or applicants for employment based on sex with respect to any area of employment, recruitment, consideration, or selection therefor, whether full-time or part-time, under any education program or activity operated by School;
- Sexual harassment targeted at any School Community Member by anyone at School or at School-sponsored or School-related activities; and
- Any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination or harassment, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination or harassment. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

Any School Community Member who feels that s/he is being or has been discriminated against or sexually harassed on school grounds or at a school-sponsored or school-related activity is strongly encouraged to immediately contact his/her School Leader or the School’s Title IX Coordinator. Any employee who receives a report or observes an incident of discrimination or sexual harassment shall notify the School Leader or the School’s Title IX Coordinator. Once notified, the School Leader or Title IX Coordinator shall take the steps to investigate and address the allegation, as specified in this Policy.

II. Title IX Coordinator

Inquiries about the application of Title IX or violations of Title IX protections should be referred to the School’s Title IX Coordinator:

Debra Tisdale
Imagine Schools West Florida Region
10535 Portal Crossing
Bradenton, FL 34211
941-726-9081
debra.tisdale@imagineschools.org

III. Definitions

- A. "**Complainant**" means an individual who is alleged to be the victim of conduct that could constitute Sexual Harassment.
- B. "**Formal Complaint**" means a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the School investigate the allegation of sexual harassment. At the time of filing a Formal Complaint, a Complainant must be participating in or attempting to participate in the education program or activity of the School. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information in this Policy, as may be updated from time to time.
- C. "**Respondent**" means an individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment.
- D. "**Sexual Harassment**" actionable under Title IX means conduct on the basis of sex that satisfies one or more of the following: (1) A school employee conditioning an educational aid, benefit, or service upon a person's participation in unwelcome sexual conduct (often called *quid pro quo* harassment); (2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to the school's education program or activity; or (3) "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).
- E. "**Supportive Measures**" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. Such measures are designed to restore or preserve equal access to the School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the School's educational environment, or deter Sexual Harassment. Supportive Measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The School will maintain as confidential any Supportive Measures provided to the Complainant or Respondent, to the extent that maintaining such confidentiality would not impair the ability of the School to provide the Supportive Measures. The Title IX Coordinator is responsible for coordinating the effective implementation of Supportive Measures.

IV. Grievance Process

Any School Community Member who believes that s/he has been subjected to unlawful discrimination or Sexual Harassment may seek resolution of his/her complaint through the procedures described below. If a Complainant informs the School Leader or any other employee working at the School, either orally or in writing, about any complaint of discrimination or Sexual Harassment, that person must report such information to the Title IX Coordinator within two (2) school days.

Once notified of a complaint, the Title IX Coordinator shall promptly contact the Complainant to discuss the availability of Supportive Measures, consider the Complainant's wishes with respect to Supportive Measures, inform the Complainant of the availability of Supportive Measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint.

Due to the sensitivity surrounding complaints of unlawful discrimination or Sexual Harassment, time frames for initiating the complaint process are flexible; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the alleged conduct occurs.

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful sex discrimination or retaliation with the United States Department of Education Office for Civil Rights or Equal Employment Opportunity Commission (“EEOC”) or local law enforcement agencies.

A. Informal Complaint Procedure

Informal resolution may be an appropriate choice when the conduct involved is not of a serious or repetitive nature and disciplinary action is not required to remedy the situation. The goal of the informal complaint procedure is to quickly address inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a School Community Member who believes s/he has been the subject of unlawful discrimination or Sexual Harassment. This informal procedure is not required as a precursor to the filing of a Formal Complaint. The informal process is only available in those circumstances where the parties (the Claimant and the Respondent(s)) agree to participate in it.

School Community Members who believe that they have been the subject of unlawful discrimination or Sexual Harassment may proceed immediately to the Formal Complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the Formal Complaint process.

All Sexual Harassment complaints involving School staff or any other adult member of the School community and a student of minor age must be formally investigated.

An individual who believes s/he has been the subject of unlawful discrimination or Sexual Harassment may make an informal complaint, either orally or in writing: (1) to the School Leader or other School official; and/or (2) directly to the Title IX Coordinator. All informal complaints must be reported to the Title IX Coordinator who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution. The School's informal complaint procedure is designed to provide School Community Members who believe they are the subject of unlawful discrimination or Sexual Harassment with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful discrimination or Sexual Harassment, informal resolution may involve, but not be limited to, one or more of the following:

- (i) Advising the Complainant about how to communicate his/her concerns to the Respondent(s).
- (ii) Distributing a copy of the School's Non-Discrimination Policy to applicable School Community Members as a reminder of their rights and responsibilities thereunder.
- (iii) If both parties agree, the Title IX Coordinator may arrange and facilitate a meeting between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Title IX Coordinator or designee will exercise his/her authority to attempt to resolve all informal

complaints in a timely manner, ordinarily within fifteen (15) school days of receiving the informal complaint.

Parties who are dissatisfied with the results of the informal complaint process may proceed to file a Formal Complaint. As stated above, parties may request that the informal process be terminated at any time to move to the Formal Complaint process.

All materials generated as part of the informal complaint process will be retained by the Title IX Coordinator.

B. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the Formal Complaint process, or if the Complainant elects to file a Formal Complaint initially, the Formal Complaint process shall be initiated. A Complainant may file a Formal Complaint, in writing, with the School Leader, the Title IX Coordinator, or other designated School official.

All Formal Complaints must include the following information to the extent it is available: (i) the identity of the Respondent(s); (ii) a detailed description of the facts upon which the complaint is based; (iii) a list of potential witnesses; and (iv) the resolution sought by the Complainant. The Complainant may obtain a Complaint Form from the Title IX Coordinator or School Leader.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Title IX Coordinator shall ask for such details in an oral interview. Thereafter, the Title IX Coordinator will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document. In the event the Complainant is a student with disabilities, the Title IX Coordinator will carefully review the reporting student's IEP or 504 plan to determine any accommodations which may be required to aid the student in his/her reporting.

Upon receiving a Formal Complaint, the Title IX Coordinator will consider whether any Supportive Measures should be taken in the investigatory phase to protect the Complainant from further sex discrimination or retaliation. In making such a determination, the Title IX Coordinator should consult the Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the Title IX Coordinator may still take whatever actions s/he deems appropriate in consultation with the School Leader.

Within two (2) school days of receiving the Formal Complaint, the Title IX Coordinator, or his/her designee, will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination, Sexual Harassment, or retaliation. The investigation will include: (i) interviews with the Complainant; (ii) interviews with the Respondent(s); (iii) interviews with any other witnesses who may reasonably be expected to have information relevant to the allegations; and (iv) consideration of any documentation or other information presented by the Complainant, Respondent(s), or any other witness that is reasonably believed to be relevant to the allegations.

Promptly upon initiating the investigation, the Title IX Coordinator will inform the Respondent(s), that a complaint has been received. The Respondent(s) will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines. The Respondent(s) shall be presumed to not be responsible for the

alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. The Respondent(s) must also be informed of the opportunity to submit a written response to the complaint within five (5) school days.

Although certain cases may require additional time, the Title IX Coordinator or a designee will attempt to complete the investigation within fifteen (15) school days of receiving the Formal Complaint. The investigation may be temporarily delayed for good cause with written notice to the Complainant and the Respondent of the delay or extension of time and the reason for such action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. The Title IX Coordinator shall keep the parties reasonably informed of the status of the investigation throughout the course of the Formal Complaint process.

At the conclusion of the investigation, the Title IX Coordinator, or his/her designee, shall prepare and deliver a written report to the School Leader that summarizes the evidence gathered during the investigation and provides recommendations, based on the evidence, School Board policy, and State and Federal law, as to whether the Complainant has been the subject of unlawful discrimination, Sexual Harassment, or retaliation. The Title IX Coordinator's recommendations shall be based upon the totality of the circumstances. In determining if discrimination, Sexual Harassment, or retaliation occurred, a "preponderance of the evidence" standard will be used.

Absent extenuating circumstances, within five (5) school days of receiving the Title IX Coordinator's report, the School Leader must either issue a final decision regarding whether the allegations have been substantiated or request further investigation. The School Leader shall consider the totality of the evidence and determine whether the preponderance of the evidence establishes that the alleged discrimination, Sexual Harassment, or retaliation occurred (i.e., it is more likely than not that discrimination/sexual harassment/sexual violence occurred). A copy of the School Leader's final decision will be delivered to both the Complainant and the Respondent.

If the School Leader requests additional investigation, the School Leader must specify the additional information that is to be gathered, and, unless extenuating circumstances exist, such additional investigation will be completed within five (5) school days. At the conclusion of the additional investigation, the School Leader must issue a final written decision as described above.

If the School Leader or his/her designee determines the Complainant was subjected to unlawful discrimination, Sexual Harassment, or retaliation, the School Leader shall make recommendations to immediately end the discriminatory conduct, recommend ways to remedy the discriminatory effects on the complainant, and identify what corrective action will be taken to stop, remedy, and prevent the recurrence of such conduct. The recommended corrective action(s) shall be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

The School may dismiss a Formal Complaint if the Respondent(s) is no longer enrolled at or employed by the School; the alleged victim and his or her parents/guardians notifies the Title IX Coordinator in writing that the formal complaint or any allegations therein are withdrawn; or specific circumstances prevent the school from gathering evidence sufficient to reach a determination regarding the formal complaint or allegations therein. Upon such dismissal, the

School shall send written notice of the dismissal and the reason(s) therefor simultaneously to the parties.

C. Appeal

A Complainant or Respondent who is dissatisfied with the final decision of the School Leader may appeal through a signed written statement to the School's Governing Board within five (5) school days of his/her receipt of the School Leader's final decision.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives at the next regularly scheduled Board meeting after the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) school days of this meeting. The decision of the Board will be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination, Sexual Harassment, or retaliation, regardless of whether the School Community Member alleging the unlawful discrimination, Sexual Harassment, or retaliation pursues the complaint. The Board also reserves the right to have the Formal Complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board.

The Complainant may be represented, at his/her own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the Equal Employment Opportunity Commission, local law enforcement agencies, or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If a party is not satisfied with the Board's decision, the party may file a complaint with the Office for Civil Rights ("OCR"). More information is available at the United States Department of Education, Office of Civil Rights website: <http://www2.ed.gov/about/offices/list/ocr/index.html> Employees may file a complaint with the Equal Employment Opportunity Commission: <https://www.eeoc.gov/eeoc/>.

D. Privacy/Confidentiality

The School will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and any witnesses as much as possible, consistent with its legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Requests for confidentiality, therefore, will be evaluated in the context of the School's responsibility to provide a safe and nondiscriminatory environment for all students, and the request will be weighed against whatever factors the School deems relevant, including, without limitation: (i) the complainant's age; (ii) circumstances that suggest there is an increased risk of future acts of harassment and/or sexual violence under similar circumstances; and (iii) whether the School possesses other means to obtain relevant evidence (e.g., security cameras or personnel, physical evidence).

All Complainants proceeding through the grievance process set forth herein will be advised that their identities may be disclosed to the Respondent(s).

During the course of any investigation hereunder, the Title IX Coordinator or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that s/he learns and/or provides during the course of the investigation. All public records created as a part of an investigation of a complaint of discrimination/retaliation will be maintained by the Title IX Coordinator in accordance with the School's records retention policy and applicable law.

V. Sanctions and Monitoring

The School shall enforce its prohibitions against unlawful discrimination, Sexual Harassment, and retaliation by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action. When imposing discipline, the School Leader and/or Governing Board, as appropriate, shall consider the totality of the circumstances involved in the matter. In those cases where unlawful discrimination/retaliation is not substantiated, the School may consider whether the alleged conduct nevertheless warrants discipline in accordance with other School policies and procedures.

VI. Retaliation Prohibited

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, Sexual Harassment, or retaliation, or participates as a witness in an investigation is prohibited. Specifically, the School will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

VII. Reporting to Local Law Enforcement

Nothing in this Policy shall in any way be deemed to discourage the Complainant from reporting acts subject to hereto, including acts of sexual violence, to local law enforcement. In the event that the Complainant files a criminal complaint, the Title IX Coordinator and School Leader should not wait for the conclusion of a criminal investigation or criminal proceeding to begin the School's own Title IX investigation.

Although the School may need to temporarily delay the fact-finding portion of a Title IX investigation while local law enforcement officials are gathering evidence, the School will take interim measures to protect the Complainant in the educational setting. The School will also continue to update the parties on the status of the investigation and inform the parties when the School resumes its Title IX investigation

VIII. Interim Measures Pending Final Determination of the Complaint

Title IX requires the School to take steps to ensure equal access to its education programs and activities and to protect the complainant as necessary, including taking Supportive Measures before

the final outcome of an investigation. The School shall take these steps promptly once it has notice of a Sexual Harassment allegation and will provide the complainant with periodic updates on the status of the investigation. The Title IX Coordinator will notify the Complainant of his or her options to avoid contact with the alleged perpetrator and allow the Complainant to change academic and extracurricular activities as appropriate. The Title IX Coordinator will also ensure that the Complainant is aware of his or her Title IX rights and any available resources, such as victim advocacy, academic support, counseling, disability services, health and mental health services, and legal assistance, and the right to report a crime to local law enforcement.

TITLE IX POLICY IMPLEMENTATION GUIDANCE

Title IX of the Education Amendments of 1972 is a federal law that states: “No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.” On May 6, 2020, the United States Department of Education issued the first revision of its Title IX regulations in 45 years. These modifications made significant changes in the way that elementary and secondary schools must investigate and address claims of sexual harassment. The new rules take effect on August 14, 2020.

Imagine Schools has developed the attached Title IX policy to be presented to each Imagine operated school governing board and recommended for adoption. Schools should act expeditiously to comply with new Title IX requirements. The following checklist will assist you in implementation of the policy:

1. Adoption of Policy
 - € Present recommended Policy to each school governing board for adoption by no later than September 13, 2020
2. Designation of responsible employee(s)
 - € Designate at least one Title IX coordinator to coordinate School efforts to comply with Title IX (See *Duties of Title IX Coordinator*, and be careful to ensure that the selected person(s) is not likely to have conflicts of interest; for example, legal counsel and individuals who decide disciplinary cases would have a conflict.)
 - € Identify any other individual(s) that may be designated by the Title IX Coordinator to investigate claims of Title IX violations
 - € Provide Title IX training to designated Title IX Coordinator(s), Investigator(s), and School Leader(s), including without limitation Title IX regulatory requirements, grievance procedure, and handling investigations
3. Dissemination of Policy
 - € Annually distribute memorandum or other written communication to each enrolled student/family and school site employee providing notice of the Policy
 - € Publish Policy in student and employee handbooks
 - € Update school website to include notification of policy of nondiscrimination on the basis of sex and information for filing a complaint, including Title IX Coordinator contact information and Title IX Complaint Form
 - € Provide notification of policy of nondiscrimination on the basis of sex in school publications or back to school news
 - € Provide notification of policy of nondiscrimination on the basis of sex in student enrollment forms
 - € Provide notification of policy of nondiscrimination on the basis of sex in employment application forms
 - € Post notices of Policy conspicuously in hallways and bulletin boards
4. Other Implementation Considerations
 - € Professional development (at least annually) for all staff regarding Policy and reporting requirements
 - € Age-appropriate education of students (at least annually) regarding student rights and responsibilities

DUTIES OF TITLE IX COORDINATOR

Title IX requires educational institutions to have a Title IX Coordinator who is responsible for ensuring compliance and coordinating the investigative process. This position must be filled at all times in order to be available to parties that need assistance. The duties of the Title IX Coordinator would include the following:

1. Review ways in which a school is, or is not, in compliance with the requirements of Title IX and provide information to school leaders for changes that need to be made;
2. Prepare or otherwise obtain; (i) Title IX notices for school website, bulletin boards, and other locations; (ii) parent communications identifying Coordinator with contact information, and providing information about complaint resolution process, commitment to non-discrimination, location of grievance information, and submitting grievance statements;
3. Review complaints to determine whether a complaint is an allegation of prohibited sexual misconduct, assault, violence, stalking, or imbalance in athletic or other school programs;
4. Appointing an investigator to conduct an investigation;
5. Organizing training about Title IX and related school policies for school leaders and staff;
6. Maintaining files for investigations, training, notices, etc.;
7. Avoid conflicts of interest and maintain neutrality in all conflicts; and
8. Be knowledgeable about institutional policies and procedures on sex discrimination and harassment and knowledgeable about other applicable federal and state laws, rules and regulations that overlap with Title IX.

NOTICE OF COMPLIANCE WITH TITLE IX REGULATION

The School intends to comply with Title IX of the Education Amendments Act of 1972, which states, in part: “No persons in the United States shall on the basis of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving financial assistance....”

As such, the School does not discriminate on the basis of sex in its education program or activities, and is required by Title IX and its regulations not to discriminate in such a manner. This requirement not to discriminate in the education program or activity extends to admission and employment.

The following person shall be the Compliance Officer/Title IX Coordinator and is responsible for investigating any complaint alleging noncompliance with Title IX.

Debra Tisdale
Imagine Schools West Florida Region
10535 Portal Crossing
Bradenton, FL 34211
941-726-9081
debra.tisdale@imagineschools.org

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.

Inquiries about the application of Title IX and its regulations to the School may be referred to the Title IX Coordinator.

A specific procedure for grievances related to Title IX issues is set forth as the “Title IX Grievance Procedure.” *34 CFR 106*

[The language above will be posted on the School’s website within two clicks of the home page; in all other School-related documents made available to staff, students, and parents (e.g., student newspapers, parent letters, student handbooks, employee handbooks, application forms, recruiting materials, etc.).

Title IX Complaint Form

Title IX of the Education Amendments of 1972 is a federal law that prohibits discrimination, including complaints of sexual harassment or sexual violence, based on gender of students and employees of educational institutions that receive federal financial assistance. The School's Title IX grievance procedures apply **only** to complaints alleging discrimination prohibited by Title IX (including sexual harassment and sexual violence). *Individuals alleging Title IX discrimination and requesting review are required to complete this form and submit it to Debra Tisdale (debra.tisdale@imageschools.org) as soon as possible after the occurrence of the alleged discrimination:*

1. **Name of Complainant:** _____

Home Address	City/State/Zip	Phone
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2. **Complaint:** Please describe the action you believe may be sex discrimination, including complaints of sexual harassment or sexual violence, in violation of Title IX, and identify with reasonable particularity any person(s) you believe may be responsible. Attach additional pages, if necessary: _____

3. **Please identify the date and location of the alleged incident:**

4. **Please identify any witnesses to the alleged incident:**

5. **If you have discussed this matter with any other person(s), including without limitation any witness identified above or any School employee, please identify each person to whom you have spoken and the date and method of such communication. Attach additional pages, if necessary:** _____

6. **Please describe the corrective action you are seeking. Attach additional pages, if necessary:**

7. For retaliation complaints, please explain why you believe someone retaliated against you:

PLEASE ATTACH ANY STATEMENTS, NAMES OF WITNESSES, REPORTS, OR OTHER DOCUMENTS THAT YOU BELIEVE ARE RELEVANT TO YOUR COMPLAINT.

I certify that the foregoing information is true and correct, and am requesting that the School investigate the foregoing allegation. (Please note that School policy prohibits knowingly making false statements or knowingly submitting false information.)

Signature of Reporting Person: _____

Print Name: _____ Date: _____

**Formal Complaints of sexual harassment should be submitted to the Title IX Coordinator.*

For Title IX Coordinator and/or Designee Use Only.

Complaint taken by:

Signature

Print Name

Date

Julie F. Klahr
jklahr@GorenCherof.com



**GOREN CHEROF
DOODY & EZROL P.A.**
ATTORNEYS AT LAW

LEARNING EXCELLENCE FOUNDATION OF SOUTH PALM BEACH, INC.

INTER-OFFICE CORRESPONDENCE

TO: Chris Johnson, Governing Board Chair
Members of the Governing Board

CC: Stephanie Standley, Principal
Susan Onori, Regional Director

FROM: Julie F. Klahr, General Counsel
Danielle D. Schwabe, Assistant General Counsel

DATE: August 7, 2020

RE: Learning Excellence Foundation of South Palm Beach, Inc. ("LEF") - Fictitious Name Registration & Renewal

The intent of this memorandum is to provide an update as to the status of LEF's Florida fictitious name registrations and to gain authorization for renewal of the registration for Imagine Schools – Chancellor Campus. LEF has three (3) fictitious name registrations (Imagine Schools - Chancellor Campus, Boy Scout Troop 241, and Club Scout Pack 241). Each registration is valid for five (5) years. Renewal of a fictitious name registration shall occur before the expiration of the year in which it expires. The registration for Boy Scout Troop 241 and Club Scout Pack 241 expires on December 31, 2022; we will reach out on a later date for renewal of such registrations. The registration for Imagine Schools - Chancellor Campus expires on December 31, 2020. Renewal consists of filing a renewal application and payment a fifty (\$50) dollar processing fee, paid by check payable to the Florida Department of State.

Instructions for Registration Renewal:

- (1) Gain authorization and approval from Governing Board for renewal of fictitious name registration for Imagine Schools – Chancellor Campus and payment of fifty (\$50) dollars to the Florida Department of State.
- (2) Please review and confirm the accuracy of the attached renewal application for the Imagine Schools – Chancellor Campus registration.
- (3) The application must be signed in block eight (8) with an original signature by the Chair.
- (4) Please prepare and provide a check for fifty (\$50) dollars payable to the Florida Department of State.

The completed renewal application package will be sent by certified mail to the Florida Department of State. Should you have any questions or concerns please do not hesitate to let us know.

JFK:DDS



Imagine Schools Chancellor Campus
3333 High Ridge Road
Boynton Beach, FL 33426
561-585-1189
Stephanie Standley, Principal



September 14, 2020

IMAGINE-CHANCELLOR

Active Assailant Response Board Policy

It is the policy of the Board that all school teachers, staff and student shall be prepared in the event of an active assailant situation. The Board and school administration, in collaboration with public safety agencies, shall develop procedures to alert school staff if an active assailant appears to be actively engaged in killing or attempting to kill people at the school site and actions

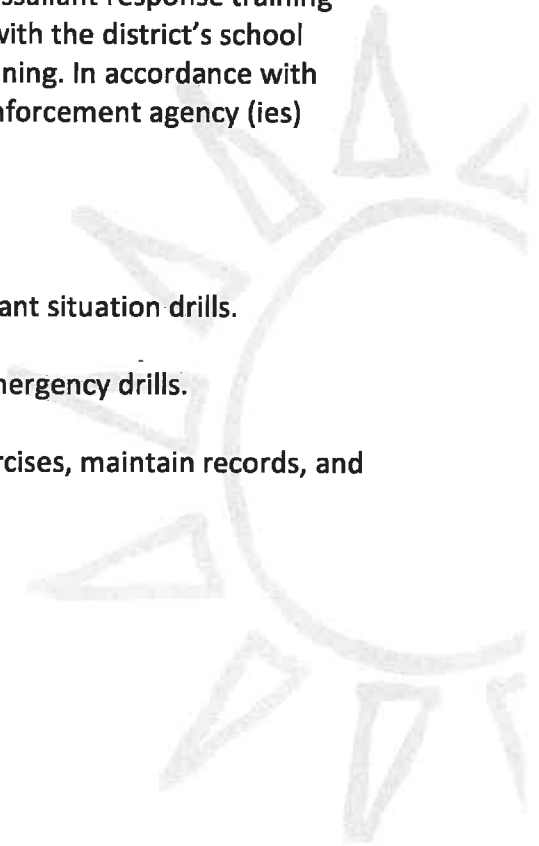
The Board's active assailant policy and related procedures are intended to grant school employees the authority to choose a response that could be critical to saving lives. Such actions shall include a decision to lockdown the classroom and barricade the entrance or the option-based "run, hide, fight" approach.

The school administrator shall ensure proper and adequate active assailant response training for all school staff and students and shall engage the participation with the district's school safety specialist and the school's threat assessment team in the training. In accordance with Florida law, active assailant training will be conducted by the law enforcement agency (ies) designated as the first responder to the school's campus.

Active Assailant Drills

1. All students and staff shall participate in active assailant situation drills.
2. Drills shall be conducted at least as often as other emergency drills.
3. The school administrator shall document all drill exercises, maintain records, and provide verification as required.

Public Records Exemption



The school's active assailant response plan is for the protection of the school community and, under s. 119.071(3), F.S, is designated as confidential. No part of the plan shall be released to any individual or entity without the expressed authorization of the governing board.

By October 1, 2019, and annually thereafter, the school shall certify with the Office of School Safety that all school personnel have received annual active assailant response training.

The Board shall submit this policy, as adopted, to the Office of School Safety for review, in accordance with Florida law.

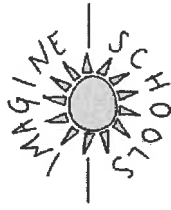
This policy is consistent with the recommendations set forth by the Marjory Stoneman Douglas Public Safety Commission, the Marjory Stoneman Douglas Public Safety Act of 2018, *et seq.*, and Senate Bill 7030 (2019).

Approved: _____
(date)

Signature: _____

Title: _____





Imagine-Chancellor

Active Assailant Response Procedures

**The active assailant response plan was approved by the governing board.
The Imagine-Chancellor's active assailant response plan was reviewed by the governing board on
September 14, 2020 and approved.**

Introduction: The FCPCS Active Assailant Response Procedures Template is based on best practices in school settings that are recommended by law enforcement professionals and experts in emergency management operations. The template has been developed to assist our valued member schools in preparing a school-based emergency response plan for an active assailant incident.

Purpose: The Active Assailant Response Procedures provide an outline to guide the user through the steps of developing an effective plan. Charter school administrators should make adjustments according to their school's individual situations, size, grade levels, and resources. One plan does not fit all schools.

Planning: An Active Assailant is defined as an individual actively engaged in killing or attempting to kill people in a confined and populated place. Active assailant situations are unpredictable and evolve quickly. Because active shooter situations are often over within 10-15 minutes, before law enforcement arrives on the scene, individuals must be prepared both mentally and physically, to the extent possible, to deal with an active assailant situation.

School readiness requires that school administrators develop and exercise response plans that apply general preparedness and response protocols to specific emergencies and facility, including security resources. Training and exercising the plan is particularly essential in active assailant exercises, allowing administrators and law enforcement to identify gaps, correct weaknesses, and validate the plan.

School name: Imagine-Chancellor

Date: August 31, 2020

Insert title of procedures: Active Assailant Response Procedures

Imagine-Chancellor has assembled a team of school-based administrators, teachers, mental health professionals, and local law enforcement to develop the Active Assailant Response Plan. The members of the team include:

Stephanie Standley, Principal
Lindsey Kenefick, Assistant Principal
Michael Watts, Assistant Principal
Mary Reale, Guidance Counselor
Mary Salas, Facilities Manager
Heather Barfield, Teacher/Grade Chair
Tori Brown, Academic Coach
James Holland, School Safety Officer

In the event of an active assailant incident, the Principal will be responsible for contacting the primary emergency response agency.

Agency contact information:

Boynton Beach Police Department 561-742-8104

If the Principal is not immediately available, the responsibility will be designated to the school safety officer.

If the school safety officer is not immediately available, the responsibility will be designated to the assistant principal(s).

Emergency Notification Procedures

The first employee to identify an active assailant situation will activate an **ALERT**.
An announcement over the PA system using a prepared message that is short, clear and will be known to all school staff.

Identify your school's emergency procedures

RUN, HIDE, or, as a last resort, FIGHT

RUN

If there is an accessible escape path, teachers should attempt to evacuate the building with their students. Depending upon age, students should evacuate regardless of whether others agree to follow.

- Have an escape route in mind that will get you and your students out of danger.
- Assist children or others who cannot run to the best of your ability.
- Plan in advance for helping special needs students. A buddy system may be the best option.
- Leave your belongings behind.
- If not in charge of students, evacuate regardless of whether others agree to follow.

- Prevent others from entering an area where the active shooter may be.
- Keep your hands visible.
- Try to keep all students together.
- Do not attempt to move the wounded.
- Call 9-1-1 when it is safe to do so.
- Go to the agreed upon pre-arranged site. **FILL IN THE SITE**

HIDE

If evacuation is not possible, find a secure/designated place to hide where the active shooter is less likely to find you or be able to directly engage you. Follow these recommendations:

IF AN ACTIVE ASSAILANT IS NEARBY:

- Lock the door.
- Cover the door window.
- Account for every student.
- Call 9-1-1 as soon as possible. Even if you cannot talk, the operator can listen.
- Barricade with all heavy furniture and equipment in the room.
- Turn off the lights.
- Silence cell phones and keep students quiet.
- Turn off any source of noise, such as learning devices.
- Assist those with special needs.
- USE COVER (anything that will protect you and the students from bullets). (Full bookcase, masonry wall, heavy desk, etc. Stay down low.
- USE CONCEALMENT (anything that will protect you from being seen): darkness, desks, chairs, doors. Stay away from doorways and windows that can be seen through.
- Do NOT trap or restrict your options in case there is an opportunity to run.
- Have a plan for an alternate means of escape, if possible through an adjoining room. Use your escape route as soon as you determine it will enhance your survivability. See RUN above.

DO NOT OPEN THE DOOR FOR ANYONE. It could be the active assailant trying to get into the room.

IF AN ACTIVE SHOOTER IS VERY CLOSE

Lock the door if possible but do not make noise moving items in the room to barricade the door. Follow all the other recommendations above. Prepare to RUN or FIGHT if the shooter gains access.

FIGHT

If it is not possible to Run or Hide and you are confronted face-to-face with an active assailant, then you may choose to distract or incapacitate the shooter long enough to increase survivability for yourself and your students. Follow these recommendations:

- Act as aggressively as possible against the shooter.
- Yell, create confusion, and distract the shooter in any way possible.

- Throw items at the shooter.
- Use improvised weapons (spray with a fire extinguisher, hit with objects, trip, block or hit with chairs and desks).
- Help others when possible if you see them attempting to incapacitate the shooter.
- Ensure students are evacuating as rapidly as possible from the active engagement area.
- Once started, commit yourself to the defensive physical actions.

LAW ENFORCEMENT RESPONSE

Law enforcement personnel will arrive to respond to the emergency. Follow these recommendations:

Comply with all police instructions.

- The first responding officers will be focused on stopping the active shooter and that is all.
- As other first responders arrive they will be clearing areas for follow-on emergency and medical teams
- Go in the direction of the officers.
- Do not ask for directions or help.
- Remain calm - do as instructed
- Put down any items in your hands
- Raise your hands when coming in contact with officers
- Keep your hands visible at all times
- Avoid making quick movements toward officers. Do not try to hold on to them or get close to them for safety
- Avoid pointing, screaming, yelling
- If you have information about additional shooters or hazards inform them clearly.

If you find a weapon or have taken a weapon from an active assailant DO NOT carry it out in your hands.

When appropriate, be able to provide information that you know:

- Number of shooters.
- Identity and description.
- Number of victims you saw and location.
- Type and number of weapons possibly in the possession of the shooter.
- Number and location of individuals still in the building or in danger.
- Keys, codes, or access information to all areas.

POST-INCIDENT ACTION

When law enforcement has determined that the active assailant emergency is under control, an "ALL CLEAR" will be given. You may not be allowed back into the school.

Accountability: If in charge of students, attempt to gain accountability as soon as possible.

If students have fled the building, identify the accountability process for students who are unable to reach their teacher or who may have fled the campus.

Communicate your status and the accountability of your students by sending out texts, emails and robo-calls through the school's Parent Square App

Reuniting students with parents. How will the process work? Parents will be reunited with their students at the Car Max on High Ridge Road

Counseling: Following an active shooter event, counseling and support will be provided. Counselors and Behavioral Specialists will be on campus to provide support and counseling on a needed basis.

Media. An Imagine Schools representative will respond to any media requests for information. The representative(s) will carefully consider the nature of any such requests to avoid disclosing confidential and/or information protected by Federal and State privacy and medical information laws and regulations. Care should be taken to avoid relaying information that could interfere with any ongoing federal or local law enforcement investigation.

COORDINATION:

The active assailant procedures have been coordinated with local agencies.

Local Police: Chief Michael Gregory/561-742-6104/August 21, 2020

Fire Department: Chief Glenn Joseph/561-742-6342/August 31, 2020

Imagine Schools - Chancellor Campus
 2020-21 Teacher Salary Increase Allocation
 Charter School Expenditure Plan

Imagine	Charter
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Total Allocation	\$	181,195.87
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PART 1		
PURPOSE: To increase the minimum base salary for full-time classroom teachers , as defined in F.S. 1012.01(2)(a), plus certified PK teachers funded through the FEFP, to at least \$47,500 or the maximum achievable based on the allocation.		
80% of Allocation	\$	144,956.70
Less: Employer Benefits	\$	10,301.15
Net Available for Salaries	\$	134,655.55
CURRENT Base Salary	\$	39,600.00
NEW Base Salary based on allocation	\$	47,500.00
Number of full-time K-12 classroom teachers eligible for increase to NEW base		55.0
Number of full-time ESE PK teachers eligible for increase to NEW base		-
Part 1 Subtotal	\$	129,347.58
Unallocated Balance, PART 1	\$	5,307.97

PART 2		
PURPOSE: To provide salary increases for the following: (A) full-time classroom teachers , as defined in F.S. 1012.01(2)(a), plus certified PK teachers funded through the FEFP, who did not receive an increase or who received an increase of less than 2% in Part 1 (B) other full-time instructional personnel as defined in F.S. 1012.01(2)(b) - (d).		
20% of Allocation	\$	36,239.17
Less: Employer Benefits	\$	2,575.29
Net Available for Salaries	\$	33,663.89
	Number of Eligible Staff	Salary Increase
Full-time K-12 classroom teachers	20.0	\$ 36,937.78
Full-time Academic coach	1.0	\$ 2,034.07
Other full-time instructional personnel	-	\$ -
	-	\$ -
	-	\$ -
	-	\$ -
	-	\$ -
	-	\$ -
Salaries, Part 2	\$	38,971.86
Unallocated Balance, PART 2	\$	(5,307.97)

TOTAL COST	\$	181,195.87
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UNALLOCATED BALANCE	\$	0.00
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Completed By:

Title:

Board Approval Date:



**GOREN CHEROF
DOODY & EZROL P.A.**
ATTORNEYS AT LAW

August 31, 2020

VIA EMAIL AND U.S. MAIL

Keefe, McCullough & Co.
Certified Public Accountants, LLP
6550 North Federal Highway, Suite 410
Fort Lauderdale, FL 33308

Re: Learning Excellence Foundation of South Palm Beach, Inc. ("LEF") d/b/a
Imagine Schools – Chancellor Campus ("Charter School")
2019-2020 Annual Audit

To Whom It May Concern:

This letter is in response to an audit inquiry for Learning Excellence Foundation of South Palm Beach, Inc. d/b/a Imagine Schools – Chancellor Campus. Specifically, we have been requested by the Charter School to provide your office with a description and evaluation of pending or threatened litigation, claims or assessments, excluding unasserted claims and assessments, to which substantive attention has been devoted. Our response is limited to contingent matters involving exposure to possible loss (or gain) and includes active files through and including June 30, 2020.

While this firm represents the Learning Excellence Foundation of South Palm Beach, Inc., the owner of the Charter School, on a regular basis, our engagement is limited to specific matters to which we were consulted by LEF. We do not exercise internal supervision of LEF or the day to day Charter School, and therefore this response is necessarily limited to those matters as to which we have been specifically engaged and to which we have devoted substantive attention in the form of legal consultation or representation as of June 30, 2019 and during the period from that date until the date of this letter.

By making the request set forth in its letter to us, LEF does not intend to waive the attorney-client privilege with respect to any information which LEF has furnished to us. Moreover, please be advised that our response to you should not be construed in any way to constitute a waiver of the protection of the attorney work-product privilege with respect to any of our files involving LEF or the Charter School.

Subject to the foregoing, we advise you that as of June 30, 2020 and during the period from that date until the date of this letter, we are not engaged by LEF to give substantive attention to or represent LEF in connection with any pending or threatened litigation, claims and assessments, excluding unasserted claims and assessments.

**Coronavirus Prevention and Response (Sanitation & Cleaning) GEER Fund under the
CARES Act
Charter School Assurances**

The authorized representative assures that the CHARTER SCHOOL will comply with all of the requirements that apply to the Coronavirus Prevention and Response (Sanitation & Cleaning) program and will specifically comply with tile following:

- 1) The CHARTER SCHOOL if it elects to participate, will use Coronavirus Prevention and Response program funds for allowable purposes and will supplement not supplant other state funds, and will ensure that the purposes of tile program (i.e. provide funds to assist in covering the cost of additional cleaning regimens to create healthier learning environments for students, teachers, and staff.) are being met.
- 2) The CHARTER SCHOOL will maintain adequate internal control systems for the Coronavirus Prevention and Response program to ensure that all expenditures are allowable, reasonable and necessary and to safeguard against improper payments.
- 3) The CHARTER SCHOOL will maintain for a minimum of five (5) years, auditable financial records to substantiate all expenditures of School Hardening Grant funds, including primary documentation necessary to substantiate Coronavirus Prevention and Response program payments.
- 4) The CHARTER SCHOOL will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CPR parts 76, 77, 79, 81, 82, 84, 97, 98, and 99; The OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement) in 2 CPR part 180, as adopted and amended as regulations of the Department in 2 CPR part 3485; and The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CPR part 200, as adopted and amended as regulations of tile Department in 2 CPR part 3474.
- 5) The CHARTER SCHOOL will provide documentation (via charter tools benchmark Coronavirus Prevention and Response Program – Supporting Backup Documentation) including but not limited to: invoices, cancelled checks verifying payment, and/or bank statements; time and effort logs for staff, payroll registers, salary/benefits schedules for staff, etc. for reimbursement.
- 6) The CHARTER SCHOOL must upload (via charter tools benchmark Coronavirus Prevention and Response Program) by September 14, 2020 the following: #1) Charter School Assurances form (Attachment B) signed by the governing board chair. #2) Narrative description (on charter school letterhead) of the charter school’s proposed purchases and an explanation of how each proposed purchase will aid in the creation of healthier learning environments for students, teachers, and staff.. #3) a detailed budget using the DOE 101SBudget Narrative Form (Attachment C).
- 7) The Charter School will ensure the Contractor(s) utilize tile E-Verify system established by tile U.S. Department of Homeland Security to verify the employment eligibility of all new employees hired by the contractor school during the Contract term, (b) require that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Charter School will maintain supporting documentation with regards to the Contractor(s) use of the E-Verify system. Executive Order 1 1-1 16may be viewed at <http://www.flgov.com/fwp-content/uploads/ordersi201111J-116-suspend.pdf>.

[Charter School Name and School Number]	
[Board Chair (Printed Name):]	
Signature:	Date:

ATTACHMENT B



**THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FL**

**HEATHER KNUST
BUDGET DIRECTOR**

**MICHAEL J. BURKE
CHIEF FINANCIAL OFFICER**

BUDGET DEPARTMENT
3300 FOREST HILL BLVD., A-306
WEST PALM BEACH, FL 33406
PHONE: 561-434-8837 / FAX: 561-434-8568

September 1, 2020

SUBJECT: Coronavirus Prevention and Response (Sanitation & Cleaning) GEER Fund under the CARES Act

Dear Charter School Board Chairs and Administrators

Below is information regarding the Coronavirus Prevention and Response program. The Program provides funds to assist in covering the cost of additional cleaning regimens to create healthier learning environments for students, teachers, and staff. The current allocation for both district and charter schools is \$7,704. However, please note that the allocation is subject to and will most likely change due to the requirement to provide equitable services for eligible private schools. The District will provide the actual per school allocation information after the eligible private schools response deadline, September 4, 2020.

Allowable Expenses

Proposed expenditures for the Coronavirus Prevention and Response program include, but are not limited to, the following:

- Cloth Face Coverings;
- Cleaning and Disinfecting Supplies;
- Hand Sanitizer;
- Bleach Wipes and Spray;
- Face Shields.
- Other PPE.

Pursuant to Executive Order 11-116, for all contracts providing goods or services to the state in excess of nominal value: (a) the Contractor will utilize the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of all new employees hired by the contractor during the Contract term., (b) require that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Charter School will maintain supporting documentation with regards to the Contractor(s) use of the E-Verify system. Executive Order 11-116 may be viewed at: <http://www.flgov.com/wp-content/uploads/orders/11-116-suspend.pdf>.

Unallowable Expenses

The items listed below are examples of items or services that are generally not allowed. Subrecipients are expected to consult the FLDOE program office with questions regarding allowable costs. Please note this is not a comprehensive list:

- Personal digital assistants (PDAs), cell phones, smartphones and similar devices
- Service costs to support PDAs, cell phones, smartphones and similar devices such as wireless services and data plans
- Pre-award costs
- Entertainment (e.g., a field trip without the approved academic support will be considered entertainment)
- Meals, refreshments or snacks
- End-of-year celebrations, parties or socials
- Game systems and game cartridges (e.g., Wii, Nintendo, PlayStation)

STO Landscape Services, Inc.
 10670 Heritage Farms Road
 Lake Worth, FL 33449
 561-369-7994
 keely@stolandscape.com
 www.stolandscape.com

Estimate 1329



ADDRESS

IMAGINE SCHOOLS
 ATTN: MARY SALAS
 3333 HIGH RIDGE ROAD
 BOYNTON BEACH, FL 33426

DATE 05/14/2020	TOTAL \$42,168.00	
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SALES REP

KH

DESCRIPTION

QTY

RATE

AMOUNT

ANNUAL PROGRAM FOR BERMUDA GRASS MAINTENANCE SERVICES:
AUGUST 21,2020 THRU AUGUST 19,2021.

12 2,387.00

28,644.00

- 1) MOW AT 1" HEIGHT OF CUT AND STRING LINE TRIMMING. 68 CUTS.
- 2) MONTHLY EDGING
- 3) WEED CONTROL: PRE-EMERGENCE HERBICIDE APPLIED ONCE IN SPRING AND ONCE IN FALL. BOOM SPRAY 4-6 APPLICATIONS PER YEAR.SPOT SPRAYING AS NEEDED. HAND WEEDING AS NEEDED.
- 4) INSECT CONTROL: APPLY 1 APPLICATION OF TOP CHOICE PER YEAR. APPLY 2-4 APPLICATION OF INSECTICIDE LIQUID OR GRANULAR PER YEAR TO CONTROL WORMS.ANTS & GRUBBS ETC. PER YEAR. (EXTRA CHARGE: NENATODE TREATMENT(S) PER WRITTEN ESTIMATE AND APPROVED BY OWNER. PER APPLICATION.
- 5) FERTILIZATION: 8 APPLICATIONS OF FERTILIZER AT MANUFACTURERS RECOMMENDED RATES. 6 SPOT TREATMENTS IN HIGH TRAFFIC AREAS.
- 6) AERIFICATION - AERIFY FIELD 4 TIMES PER YEAR, SPORTS TINES OR CORE.
- 7) ROLLING OF FIELD - 2 TIMES PER YEAR.
- 8) DE-THATCHING (1) ONE TIME PER YEAR. VERTICUT& VACUUM THE FIELD. HAUL AWAY CLIPPINGS.
- 9) CHECK IRRIGATION -VISUAL AND/OR WET CHECK. NOTIFY OWNER OF ANY ISSUES. OWNER TO REPAIR AND REMEDY.
- 10) SOIL TESTING ONE TIME PER YEAR. WEEKLY IRRIGATION CHECK. - VISUAL OR WET CHECK.
- 11) MONITOR & ADJUST IRRIGATION.

For billing questions please call 561-369-7994.

STO LANDSCAPE SERVICES, INC. - ESTIMATE TERMS AND CONDITIONS

THIS ESTIMATE IS PUT FORTH IN GOOD FAITH AS WE UNDERSTAND THE PLANS AND/OR THE DISCUSSIONS BETWEEN US, AS TO THE SERVICES TO BE PERFORMED.

ONLY THOSE ITEMS SPECIFICALLY STATED IN OUR ESTIMATE ARE INCLUDED AT THE PRICES QUOTED IN THE ESTIMATE. ADDITIONAL WORK REQUESTED/REQUIRED WOULD BE AS PER WRITTEN ESTIMATE APPROVED BY OWNER AND/OR OWNERS' REPRESENTATIVE.

ALL UTILITY LOCATIONS ARE THE RESPONSIBILITY OF THE OWNER. MARKED AND UNMARKED UTILITY LINES AND IRRIGATION LINES-HEADS-VALVES- WIRING MAY BE DAMAGED DURING THE WORK PROCESS. WE WILL MAKE EVERY EFFORT TO AVOID DAMAGE; HOW EVER THE DAMAGE THAT DOES OCCUR WILL BE THE RESPONSIBILITY OF THE OWNER. IF WE ARE REQUESTED TO MAKE REPAIRS, EXTRA CHARGES WILL BE BILLED TO YOU.

GRASSING – BERMUDA GRASSES, OVERSEEDING AND GRASSES IN GENERAL ARE LIVING PLANTS AND ARE SUBJECT TO INCONSISTENCIES AND UNIQUE REQUIREMENTS. WE AT STO LANDSCAPE SERVICES, INC. SINCERELY HOPE THAT THE TURF PRODUCT PERFORMS TO YOUR EXPECTATIONS. HOW EVER WE CANNOT GUARANTEE THE PERFORMANCE OF THE TURF GRASS PRODUCT SINCE WE ARE NOT INVOLVED IN THE MANUFACTURE, THE GROW IN OR THE DAILY MAINTENANCE OF THE TURF GRASS. ANY DISCREPANCIES IN THE QUAULITY OR QUANTITY OF THE TURF PRODUCT MUST BE MADE WITHIN TWENTY-FOUR (24) HOURS OF RECEIPT OF INSTALLATION.

WE DO NOT ASSUME LIABILITY FOR DAMAGE TO PROPERTY OR EQUIPMENT BEYOND CURB LINE. IF WE NEED TO CROSSOVER - DRIVE ON CONCRETE SIDEWALKS, PATHS OR DRIVEWAYS WE WILL NOT BE RESPONSIBLE FOR CRACKING OR DAMAGE OF ANY KIND. WE WILL NOT REPAIR, BE INVOLVED IN THE REPAIR OR PAY FOR ANY DAMAGES WHATSOEVER.

NO PLANS, PERMITS, ENGINEERING, TESTING OR BONDS INCLUDED UNLESS SPECIFICALLY STATED.

NOT INCLUDED: IRRIGATION, DRAINAGE, TREE REMOVAL, TREE TRIMMING, TREE RE-STANDING, VERTICUTTING, SAND TOP DRESSING, AERIFICATION, FUMIGATION, FILL/SAND MATERIAL, GRAVEL, FLAGGING, MULCH,TRUCKING, DEBRIS DISPOSAL, FERTILIZATION, HERBICIDES, PESTICIDES, INSECTICIDES, FUNGICIDES, NEMATACIDES, BROWN PATCH TREATMENT, FIRE ANT TREATMENT, WHITE FLY TREATMENT, GRASS-PLANT-TREE FERTILIZATION, ETC. GRASSING, SOD REPAIRS, ROOT PRUNING, TREE/PLANT MATERIAL, FIELD STRIPING, HAULING AWAY OF DEBRIS, SOIL-PLANT-WATER TESTING, ETC. UNLESS SPECIFICALLY STATED.

TREE STUMPS, SOD, SPOILS, VERTICUT CLIPPINGS ETC. TO BE STOCKPILED AT AN ON-SITE STOCKPILE AREA. ANY OFF-SITE HAULING AWAY OF DEBRIS WILL BE AT AN EXTRA CHARGE OF A MINIMUM OF \$ 250.00 PER LOAD OR MORE DEPENDING ON CIRCUMSTANCES.

THE JOB IS BASED ON ONE (1) MOVE-IN. JOB DELAYS BY THE OWNER OR OTHER PARTIES CAUSING JOB INTERRUPTIONS MAY RESULT IN EXTRA CHARGES OF MOVING EQUIPMENT ON AND OFF THE JOB.

IT IS AGREED this estimate is based upon a net 30 days from invoice date payment to us and is not conditional upon payment to you by others for this project or any other project. You (our customer) are solely responsible for payment do us within net 30 days. There will not be any retainage withheld.

IT IS AGREED that in the event it becomes necessary for STO Landscape Services, Inc. to engage the services of any agency or attorney to collect payment for goods, merchandise or services sold, the purchaser shall pay all collection costs, including a reasonable attorney's fee in prejudgment collection actions, in addition to disbursements and civil fees. The purchaser further agrees to pay all costs including reasonable attorney's fees incurred in post judgment collection actions. The purchaser agrees the venue shall be in Palm Beach County, Florida for all actions pertaining to the goods, merchandise or services sold herein. Past due accounts, thirty (30) days or over are subject to service charges of 1.5% per month. (18% per annum).

CUSTOMER:

IMAGINE SCHOOLS

PROJECT:

BERMUDA AND COMMON AREA

Signature _____

Title _____

Printed Name: _____

Date: _____