SUBJECT: Board approval of the Charter for the development of a grades K-8 university charter lab school in the Tradition Community in collaboration with the School Board of St. Lucie County through a proposed not for profit charter governing corporation.

PROPOSED BOARD ACTION
The University Administration recommends approval of a Charter with Treasure Coast University Schools, Inc. a not for profit corporation proposed jointly by FAU and St. Lucie County School Board to govern the development and operation as required by statute of a grades K-8 university charter lab school in the Tradition Community. Under normal circumstances, this issue would first be brought to the Strategic Planning Committee. Due to the summer meeting schedule, this issue is coming straight to the full board.

BACKGROUND INFORMATION
Relevant The BOT approved negotiations between FAU, Core Communities (the developer of the Tradition Community), and the St. Lucie County School District to establish a university charter lab school partnership on October 16, 2002. The BOT again approved the conceptual framework for the project on May 21, 2003 to conform to statutory amendments.

The 2004 Florida Legislature appropriated $15 million to FAU specifically for the purpose of building a university charter lab school in St. Lucie County and appropriated an additional $500,000 for school planning and start up costs. This appropriation represents about half of the projected cost to construct a quality grades K-8 school. The grades K-8 Phase I may be followed by a Phase II, including grades 9-12, in future years. The school district is developing financial models for the district to issue
bonds for the difference between the state appropriation and the actual projected construction costs.

The BOT again approved on May 10, 2006 a Contingency Funding Agreement which provides a framework for reimbursement of the school district for costs incurred in the planning and design of the school only if the school district is able to obtain all necessary agreements, obtain the required funding and complete all actions prior to the date of reversion of the funds to the state. No FAU funds will be expended on this project except those specifically designated by the Legislature for this purpose only.

The projected school will house about 1600 students, school staff, and collaborating FAU faculty and researchers. It will be available for occupancy by August 2008. Core Communities and the school district have signed the school land acquisition agreement. Currently, the school district is pursuing construction financing for the school. The charter between the BOT and the charter board is an essential next step to support financing and development of the school. FAU is under no programmatic, administrative or fiscal obligations if all conditions are not met as this process matures.

By state statute, the charter school must be governed by a not for profit corporation under a charter with a sponsor. The Tradition university charter lab school sponsor would be FAU as provided in statute. University charter lab schools operate through an agreement (charter) between the university sponsor and a not-for-profit corporation (NFP) which governs the school and has educational, fiscal and administrative accountability for the school’s operation. FAU has defined in this proposed charter the school’s responsibilities, performance goals, processes and termination within the charter with the NFP. The not for profit corporation has been designed with a majority of its board of directors FAU employees appointed by the President of FAU. The board of directors is also composed of one member of the public and two parents. The NFP would subcontract with providers for services defined in the charter with the university. State law prescribes various annual reports, faculty qualifications and other important considerations which are enumerated in the charter. The first steps in the process include the formation of a NFP corporation and an approval of the charter as required in statute. The BOT needs to approve the proposed charter and be informed regarding the incorporating documents for the NFP. The BOT will be presented with future items for action as the process matures.

**Implementation Plan/Date**

N/A.
FISCAL IMPLICATIONS

With a FAU and School Board goal of building occupancy by August 2008, FAU is being asked to proceed with its approval process for this charter now, with the understanding that additional agreements and documents will be independently provided to the BOT as the process matures.

Supporting Documentation:  
Charter between the BOT of FAU and FAU-Treasure Coast Charter Schools, Inc.  
Bylaws of FAU-Treasure Coast University Schools, Inc.  
Articles of Incorporation of FAU-Treasure Coast University Schools’ Inc.  
Power Point Presentation

Presented by: Glenn Thomas, Executive Director, PreK-12 Schools and Programs  
Phone: 561-297-0061
Charter between the Board of Trustees of Florida Atlantic University
and FAU-Treasure Coast University Schools, Inc.

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

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

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

ARTICLE I – GENERAL PROVISIONS

1.01 Term and Effective Date: This Charter shall become effective on the last date hereinafter stated upon which a party to this Charter executes it, and shall cover a term of approximately 15 years, ending on June 30, 2021.

1.02 Timetable for Implementation: Initial operation of the DRCS shall commence at the beginning of the 2008-09 school year.

1.03 Charter Renewal: This Charter may be extended at any time or renewed by mutual written agreement of FAU and TCUS, Inc. to the extent authorized by law.

1.04 Charter Modification: This Charter may be modified at any time during its initial term or any renewal term by mutual written agreement of FAU and TCUS, Inc., to the extent authorized by law.
1.05 **Non-renewal:** At the end of the initial term of this Charter or any renewal term, FAU may choose not to renew this Charter upon any of the following grounds:

1.05.1 **Student performance:** Failure to meet the requirements for student performance as stated in this Charter;

1.05.2 **Fiscal management:** Failure to meet generally accepted standards of fiscal management;

1.05.3 **Violations:** Violations of law; or

1.05.4 **Other:** Other good cause shown.

1.06 **Emergency Termination:** This Charter may be terminated immediately by FAU if FAU determines that good cause has been shown, or if the health, safety, or welfare of the students is threatened. In such event, FAU shall assume emergency operation of the DRCS. The governing body of TCUS, Inc. may, within 14 business days from its receipt of the decision of FAU to terminate the Charter pursuant to this Section 1.06, submit in writing an appeal of that decision to the State Board of Education pursuant to the procedure established in section 1002.33(6), Florida Statutes.

1.07 **Termination of Charter:** During the term of this Charter, FAU may terminate this Charter for any of the grounds listed in Section 1.05 of this Article.

1.08 **Notice of Non-renewal or Termination by FAU:** If FAU intends not to extend, not to renew, or to terminate this Charter (other than as provided in Article 1.06), it shall notify the governing body of TCUS, Inc. of its proposed action in writing at least 360 days prior to such action. The notice shall state in reasonable detail the grounds for the proposed action and shall stipulate that the governing body of TCUS, Inc. may, within 14 business days of receiving the notice, request in writing an informal hearing before FAU. If such hearing is requested, FAU shall conduct the informal hearing within 30 days of receiving such request. If, as a result of the informal hearing, FAU upholds its previous decision not to extend, not to renew, or to terminate this Charter, the governing body of TCUS, Inc. may, within 14 business days from its receipt of FAU’s decision, submit in writing an appeal of that decision to the State Board of Education pursuant to the procedure established in section 1002.33(6), Florida Statutes.

1.09 **Notice of Non-renewal by TCUS, Inc.:** If TCUS, Inc. desires that this Charter not be extended or renewed upon its expiration, it shall notify FAU in writing at least 360 days prior to the expiration of this Charter of its desire that this Charter not be extended or renewed.

1.10 **Dissolution of School:** If this Charter expires and is not extended, not renewed, or is terminated, the DRCS shall be dissolved under the provisions of law under which the
DRCS was organized, and any unencumbered funds of the DRCS, and all equipment and property purchased with university public funds, shall revert to the ownership of FAU.

1.11 **School’s Debts:** If this Charter expires and is not extended, not renewed, or is terminated, the remaining debts of TCUS, Inc., and any debts that shall be paid in accordance with section 1002.33, Florida Statutes, and other applicable provisions of law. FAU shall not assume the debt arising from any contract for services made between the governing body of TCUS, Inc. and a third party, except for a debt that FAU and the governing body of TCUS, Inc. have previously detailed and agreed in writing would be paid by FAU, and that may not reasonably be assumed to have been satisfied by the district.

1.12 **Enrollment of Students Following Charter Non-extension, Non-renewal, or Termination:** If this Charter expires and is not extended, not renewed, or is terminated, a student who then attends the DRCS may re-enter a public school in accordance with the student’s Individual Education Plan (“IEP”) and federal and state law pertaining to exceptional student education.

1.13 **Statutory Requirements:** TCUS, Inc. and FAU shall comply with the provisions of section 1002.33, Florida Statutes, relating to charter schools. TCUS, Inc. shall comply with Chapter 119, Florida Statutes, relating to public records, and section 286.011, Florida Statutes, relating to public meetings, as well as all applicable federal, state, and local laws, including but not limited to those relating to health, safety, welfare, and civil rights.

1.14 **Annual Report:** TCUS, Inc. shall make an annual progress report to FAU, which, upon verification, shall be forwarded to the Commissioner of Education at the same time as any other annual school accountability report is required. The report shall contain at least the following information:

1.14.1 **Goals:** The progress of TCUS, Inc. toward achieving the goals outlined in this Charter.

1.14.2 **Annual school report:** The information required in the annual school report pursuant to section 1002.33(9), Florida Statutes.

1.14.3 **Financial records:** Financial records of TCUS, Inc., including revenues and expenditures.

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

ARTICLE II – ACADEMIC ACCOUNTABILITY

2.01 Mission: TCUS, Inc. shall implement its mission and related educational programs as specified in “Charter Goals,” attached hereto as Appendix A.

2.02 Achievement: TCUS, Inc. shall implement the current baseline standard of achievement, the outcomes to be achieved, and the methods of measurement identified in Appendix A.

2.03 Methods and assessment: The parties agree that methods used to identify the educational strengths and needs of students and their educational goals and performance standards are set forth in Appendix A. Students attending the DRCS shall participate in the statewide assessment programs at least to the extent required by law or rule.

2.04 Nonsectarian programs and operations: The programs and operations of the DRCS shall be nonsectarian.

ARTICLE III – STUDENTS

3.01 Community: The parties agree that the eligible students to be served by this Charter are defined as students in grades K-12 who reside in St. Lucie County, Florida as required for a demographic balance that is representative of the public school population of Florida.

3.02 Equity: The DRCS shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, known as “The Florida Educational Equity Act.”

3.03 Exceptional Student Education: As with other students in other public schools and as provided in section 1002.32(3)(e), Florida Statutes if it is determined by staff or contracted staff of TCUS, Inc. at an IEP meeting that the needs of a student with disabilities cannot be met by the DRCS, that student will be withdrawn from the DRCS to be re-enrolled at the student’s home district public school having appropriate programs and services as determined to be in the child’s best interest.

3.04 Nonsectarian Admissions Policies: The DRCS admissions policies shall be nonsectarian.

3.05 Enrollment Process: The DRCS shall enroll any eligible student for whom a timely application is submitted within the constraints of demographic representation as defined in law, rule, or policy, unless the number of applications exceeds the capacity of a demographic grouping, program, class, grade level, or building. The maximum number
of students to be accommodated by the DRCS is **2000 students*** with approximate
distribution by grade grouping as follows:

<table>
<thead>
<tr>
<th>Grades</th>
<th>Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-5</td>
<td>1000</td>
</tr>
<tr>
<td>6-8</td>
<td>600</td>
</tr>
<tr>
<td>9-12</td>
<td>400</td>
</tr>
</tbody>
</table>

*In the future when a high school program and structure are incorporated into the school facilities.*

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

An effort will be made to unite families at the DRCS within the constraints of enrollment by demographic requirements and space availability in accordance with admissions guidelines. Applicants who are not invited to enroll as a result of the random selection process shall be placed on a waiting list, in the order of their random selection, and shall remain on such waiting list for subsequent grade levels for the school year until they are enrolled in the school, unless their parents have them removed from the waiting list, or if no appropriate openings occur.

DRCS admissions preference will be extended to eligible children of full time employees of the DRCS and TCUS, Inc. in accordance with admission guidelines, demographic requirements and space availability.

3.06 **Health and Immunization:** Enrollment is subject to the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

3.07 **Dismissals:** The dismissal of any students shall occur in accordance with the policies and procedures described in the DRCS Code of Student Conduct.

**ARTICLE IV – FINANCIAL ACCOUNTABILITY**

4.01 **Operational Funding:**

4.01.1 **Operating Revenue:** The DRCS shall be operationally funded pursuant to section 1002.32, Florida Statutes, and other applicable sections of law. The basis of the operational funding shall be the sum of the DRS operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, the General Appropriations Act, and all applicable categorical funds, grants, and other funds.
FAU shall receive the operating funds from the Florida Department of Education (DOE) as provided in state statutes and university policies and within 10 days of receipt transfer the total authorized operating funds received to an account designated for TCUS, Inc. for uses authorized by statute, rule, and policy. FAU may charge up to 5% of the operating revenue received through the base FEFP to provide for administrative costs, faculty support, data services, travel and related costs directly related to the supervision and support of the DRCS.

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

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

4.02 **Capital Funding:**

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

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

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

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

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

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

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

4.03.2 Disbursements: FAU shall use reasonable efforts to enable TCUS, Inc. to receive timely disbursements. Each payment shall be issued no later than 10 business days after FAU receives a distribution of applicable federal or state funds. If a warrant for payment of a scheduled disbursement is not issued within 10 business days after the receipt of funding by FAU, FAU shall pay to TCUS, Inc., in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the required payment period until such time as the warrant is issued, or the maximum rate allowed under Florida law, whichever is less.

4.03.3 Payroll: The total payroll costs to TCUS, Inc. associated with contracting employees such as administrators, faculty, and staff (including but not limited to salaries, benefits, FICA, and Medicare) employed by FAU, SBSLC or another entity shall be calculated each month and deducted from the FEFP funds that would otherwise be disbursed to TCUS, Inc. All other charges paid to FAU by TCUS, Inc. shall be disbursed by TCUS, Inc. within 30 days after receipt of a valid invoice from FAU.

4.03.4 Services provided by FAU and/or SBSLC: FAU and/or SBSLC may charge TCUS, Inc. for additional services, provided, however, that FAU or SBSLC and TCUS, Inc. agree in writing prior to FAU or SBSLC rendering such services that TCUS, Inc. shall be so charged. All charges to be paid to FAU or SBSLC by TCUS, Inc. shall be paid by FAU or SBSLC submitting appropriate monthly invoices to TCUS, Inc.

4.03.5 Services provided by TCUS, Inc.: TCUS, Inc. may charge FAU and/or SBSLC for costs related to TCUS, Inc. providing services for special purposes or for housing FAU or SBSLC employees who are not employees or contractors of TCUS, Inc., provided, however, that FAU or SBSLC and TCUS, Inc. agree in writing prior to TCUS, Inc. rendering such services that FAU or SBSLC shall be so charged. All charges to be paid to TCUS, Inc. by FAU or SBSLC shall be paid by TCUS, Inc. submitting appropriate monthly invoices to FAU or SBSLC.

4.03.6 Audits: TCUS, Inc. agrees to submit to annual audits in compliance with federal, state, and school district regulations showing all revenues received from all sources and all direct expenditures for services rendered. The audit shall be conducted by FAU, by an independent auditor, or by the Auditor General. TCUS, Inc. further agrees to provide FAU with a copy of such audit and the corresponding response to its findings. FAU reserves the right to perform additional audits as part of FAU’s financial monitoring responsibilities as FAU.
deems necessary. FAU shall notify TCUS, Inc. of this procedure in a timely manner consistent with the notification given to other FAU units.

4.03.7 **Monitoring:** Pursuant to Florida law requiring FAU to monitor TCUS, Inc. in its progress towards the goals established in this Charter, and to monitor the revenues and expenditures of TCUS, Inc., the parties agree that such monitoring shall occur at FAU’s expense on an annual basis.

4.04 **Insurance:** Contracted FAU employees serving the DRCS are protected by the immunities of section 768.28, Florida Statutes. TCUS, Inc. shall carry and provide proof of insurance for the following levels of coverage, which may be contracted for with FAU, with the State, or with private providers as necessary:

4.04.1 **General liability:** General liability insurance with coverage limits as are appropriate considering the limitations established in Section 768.28, Florida Statutes, and excess liability insurance;

4.04.2 **Workers’ compensation:** Workers’ compensation insurance in the amounts required by state law and rule;

4.04.3 **Fire, casualty, and theft:** Fire, casualty, and theft insurance coverage for the personal property of TCUS, Inc., if applicable; and

4.04.4 **Fidelity/Dishonesty:** Fidelity/dishonesty insurance with a coverage limit of at least $50,000.

4.05 **Food service:** TCUS, Inc. may contract with FAU, SLCSB, other governmental entities or with private firms for the provision of food service for students under terms and conditions that are mutually agreeable to both FAU and TCUS, Inc.

4.06 **Security:** Security may be contracted including a School Resource Officer and/or other security support as necessary through an agreement with FAU, SBSLC or local law enforcement entities as agreed.

4.07 **Surplus:** TCUS, Inc. shall have equal right to FAU’s surplus furniture, equipment, software, materials, or other items, as do university departments, state agencies, and nonprofit organizations, and shall have the right to acquire surplus property items prior to FAU making them available to the general public or disposing of them in another manner.

4.08 **Use of names:** TCUS, Inc. may use FAU’s non-exclusively licensed seals and symbols, in the manner authorized by the FAU president, to identify the university’s affiliation with the DRCS.
4.09 **Other Services:** TCUS, Inc. may contract with FAU, SBSLC or other entities for the provision of other services, facilities, or programs.

**ARTICLE V – HUMAN RESOURCES**

5.01 **Employment:** TCUS, Inc. shall acquire DRCS administrators, faculty, and staff subject to all terms and conditions provided by law, rule, or policy, and any applicable collective bargaining agreements. Personnel employed at the DRCS during the 2008-2010 school years may be contracted employees of FAU, SBSLC or other entities on assignment to the DRCS or through appropriate master service or similar agreements.

5.01.1 **Nonsectarian employment policies:** TCUS, Inc. agrees that its employment policies and practices shall be nonsectarian.

5.01.2 **Qualifications:** The teachers assigned to the DRCS shall be certified as required by section 1012.32, Florida Statutes, or may be skilled selected non-certified personnel employed to provide instructional services or to assist instructional staff members as teaching assistants in the manner provided in section 1012.5, Florida Statutes.

5.01.3 **Suspension or revocation:** TCUS, Inc. may not employ an individual to provide instructional services or to serve as a teaching assistant if the individual’s certification or license as an educator has been suspended or revoked in this State or in any other state.

5.01.4 **Disclosure:** TCUS, Inc. agrees to disclose to the parents the qualifications of its teachers.

5.01.5 **Employment practices and procedures:** TCUS, Inc. shall implement the practices and procedures for hiring, dismissal, salaries, contracts, benefit packages, and all other terms and conditions of employment required by law, rule, policy, and any applicable collective bargaining agreement.

5.01.6 **Fingerprinting:** All administrators, faculty, and staff employed by or assigned to TCUS, Inc. are required to comply with the fingerprinting requirements of section 1012.32, Florida Statutes.

5.01.7 **Anti-discrimination:** TCUS, Inc. shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, known as the Florida Educational Equity Act.

5.02 **Contracted Staffing:** TCUS, Inc. may contract with FAU, SBSLC, or with any other public or private entity, for such managerial, instructional, security, support, or other services as it deems necessary.
5.03 **Collective Bargaining:** The personnel employed at the DRCS shall have the right to bargain collectively as public employees as provided by law and any applicable collective bargaining agreement with the contracting entity.

5.04 **Training:** The DRCS administrators, teachers and staff may participate in training conducted by FAU, SBSLC or any other contracting entity and FAU, SBSLC and other contracting entities may participate in training conducted by TCUS, Inc. New contracted teachers who are assigned to or employed by TCUS, Inc. may participate in the appropriate entities’ orientation program at no charge as agreed by all appropriate parties.

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

**Treasure Coast Charter Schools, Inc**

By: _______________________  
It’s CEO

Date: _______________________

Attest: _______________________  

**Florida Atlantic University**

By: _______________________  
Frank T. Brogan, President

Date: _______________________

Attest: _______________________  

APPENDIX A

CHARTER GOALS

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

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

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

BYLAWS
 OF
FAU-TREASURE COAST UNIVERSITY SCHOOLS, INC.

ARTICLE I - OFFICES
The principal office of the Corporation shall be located in the County of Palm Beach, 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 - MEMBER

A. Member:

The sole member of the Corporation shall be the Florida Atlantic University Board of Trustees, a university board of the State of Florida University System constituted as provided in Article IX, Section 7 of the Florida Constitution ("FAU"). The member shall be entitled to all rights and powers of a member of a not for profit corporation under Florida law (including without limitation, the Florida Not For Profit Corporation Act, Chapter 617, Florida Statutes), the Articles of Incorporation and these Bylaws. Membership shall not be assignable or otherwise transferable.

B. Actions of Member:

All rights and powers reserved to the member may be exercised and taken without a separate meeting of the member, if each such action: (i) is taken by FAU at a duly noticed regular or special meeting or by unanimous written consent of its Board of Trustees and (ii) is evidenced with the same formality as other actions taken by its Board of Trustees.

C. Limitation:

Notwithstanding any provision to the contrary in these Bylaws, the following actions require the written approval of FAU: (a) a change in the purpose of the Corporation; (b) the termination of the tax-exempt status of the Corporation under Section 501(c)(3) of the Code; (c)
the sale or disposition of substantially all of the assets of the Corporation or a subsidiary of the Corporation; (d) the dissolution or liquidation of the Corporation or a subsidiary of the Corporation; (e) the addition of a member of the Corporation; (f) the merger or consolidation of the Corporation or a subsidiary of the Corporation or the establishment of a subsidiary of the Corporation; and (g) the amendment or restatement of the Articles of Incorporation or Bylaws of the Corporation.

ARTICLE III - BOARD OF DIRECTORS

A. General Powers:

1. The initial Board of Directors as set forth in the Articles of Incorporation will serve as directors until the election of new directors at the first annual meeting of the Board on or before December 31, 2006.

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 initial Board shall consist of not less than five or more than 15 members. Officers of the Corporation may also be members of the Board if so elected or appointed in accordance with these Bylaws.

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 amendment of these Bylaws in accordance with the provisions herein and the Articles of Incorporation. No decrease in the number of members serving on the Board shall shorten the term of any Board members then holding office. Two types of Board membership shall be recognized: (1) voting members; and (2) non-voting members.

2. The President and Chief Executive Officer (“CEO”) of the Corporation shall appoint a Nominating Committee consisting of Board members and others not to
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 April 1 of each year.

3. There shall be two voting member parent representatives on the Board (the “Parent Representatives”). These Parent Representatives shall be elected by a majority of sitting Board members. The Parent Representatives shall serve a two-year term not to exceed two terms for any individual Parent Representatives. In order that a staggered system of election may be established, one of the member Parent Representatives elected to the Board during the Board’s initial meeting shall be designated by the Board as serving an initial one-year term. It is anticipated that the serving Parent Representatives to the Board shall be active, former or current members of the School Advisory Committee, the school’s parent-teacher organization, a school booster organization, or some similar organization affiliated closely with the school’s mission or function.

4. Each year, there shall be one voting member community representative (the “Community Representatives”) selected from the solicitation of interested candidates, who is not a parent of any currently enrolled student, and is representative of the demography of the school. Candidates shall be selected by a majority of the Nominating Committee and presented to the Board. The Community Representatives shall be elected by a majority of the sitting Board. A Community Representative shall be elected effective June 1 of each year and shall serve a two-year term not to exceed two terms, such that absent resignation or removal, there shall at all times be two voting member Community Representatives serving on the Board.
5. There shall be four voting member university representatives (the “University Representatives”) on the Board. These representatives shall be appointed by the President of FAU and their names, addresses, and qualifications provided to the Board at the regular annual meeting of the Board at which time they shall automatically become members of the Board effective June 1 of each year and shall serve a two-year term not to exceed two consecutive terms. In order that a staggered system of election may be established, two of the University Representatives appointed to the Board during the Board’s initial meeting shall be designated by the President of FAU to serve only a one-year term. If at any time a University representative of the Board is removed or resigns from the Board, the President of FAU may give written notice to the Chair of the Board designating a replacement effective immediately.

6. There shall be at least three ex officio non-voting members, consisting of the President and CEO, the School Advisory Committee Chair, and an Administrative Council Faculty Member, who are non-voting, annually confirmed members of the Board and who shall serve effective June 1 of each year. The CEO shall be appointed by the Dean of the College of Education of Florida Atlantic University and confirmed by the Board of Directors. The CEO or the CEO’s designee shall serve as superintendent of the university-affiliated public school program.

7. The initial directors set forth in the Articles of Incorporation shall hold office until the Board's first annual meeting on or before December 31, 2006, at which time, the Board by majority vote shall elect and the President of FAU shall appoint as provided above, their successors. Thereafter, at each annual meeting of the Board, the Board members shall elect and the President of FAU shall appoint successors as provided above. 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 the vote or agreement in writing by a majority of all votes of the Board. The notice of a meeting of the Board to recall a Board member 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. Where removal is sought by written agreement, a separate agreement is required for each Board member to be removed. If removal is effected at a meeting, the Board, before conducting any further business, shall at the same meeting fill any vacancies created thereby, in the manner described previously. Each and every Board member agrees as a condition to becoming a Board member that if he or she resigns or is removed as a Board member, that he or she shall turn over to the Board within 72 hours any and all records of the Corporation in his or her possession. If a Board member who is removed shall not relinquish his or her office or turn over records as required under this section, the circuit court in the county where the Corporation's principal office is located may summarily order the Board member to relinquish his or her office and turn over corporate records upon application of the Corporation or any member of the Corporation.

9. Any voting Board member not in attendance for three consecutive or a total of four meetings within a 12-month period shall be immediately removed from the Board. 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. Vacancies or newly created positions on the Board may be filled by a majority vote of the Board members then holding office although less than a quorum, excepting those University Representatives appointed by the President of FAU,
which shall be filled in the manner described above. 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. Without a quorum the meeting shall be called to
order, the members present shall take a roll, adjournment shall be automatic and
notice shall be appropriately served. Whenever vacancies on the Board shall
prevent a quorum from being possible, 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.

13. The Board may appoint such committees with such function as it 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.

C. Board Meetings:

1. Except for the regular meeting of the Board, which shall be held on or about July
1, 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
and 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. Special meetings may be called at the
direction of the Chair of the Board or by a majority of the Board members then in
office. Written, oral, electronic or any other method of notice of the time and place of meetings shall be given in sufficient time for the convenient assembly of the Board. The purpose of the meeting need not be specified in the Notice. The requirement that the Notice be furnished will be waived by any Board member who signs a waiver of Notice before, during, or after a meeting or who attends a meeting without protest.

2. The general order of business at any meeting of the Board of the Corporation shall be as follows:

   a. Call to order.
   b. Reading or acceptance of minutes of last meeting.
   d. Reports of committees.
   e. Unfinished business.
   f. New Business.
   g. General business.
   h. Communications and Public Comment.
   i. Adjournment.

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.

4. Any action required or permitted to be taken at a Board meeting may be taken without a meeting if all members of the Board take the action. The action must be evidenced by one or more written consents describing the action taken and signed by each Board member. Action taken under this procedure is effective when the
last Board member signs the consent, unless the consent specifies a different effective date. A consent signed under this procedure has the effect of a meeting vote and may be described as such in any document.

D. **Board Officers and Functions:**

1. The Board shall elect a Chair and a Vice-Chair. Each of these Board Officers shall hold office until the Board's annual meeting and his successor has been duly elected. The Board may remove any Board Officer at any time.
   
   A. The Chair 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 effected.
   
   B. The Vice-Chair shall be an understudy of the Chair in preparation for the Board chair in the subsequent years. However, in the event that the Chair is not present, the Vice-Chair will serve as Chair.
   
   C. If the Board shall consist of more than five persons, the Board may designate, from among their number, an executive committee, which shall consist of the officers of the Corporation and other standing committees. Committees shall have such authority as the Board may delegate except to the extent prohibited by law.

2. The Board Officers 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.

**ARTICLE IV – OFFICERS OF THE CORPORATION**

A. **Officers.** The officers of the Corporation shall consist of a President and Chief Executive Officer ("CEO"), a Treasurer, and a Secretary, and shall be appointed by the Board and shall hold office until their successors are elected and qualified. In addition, the Board may elect one or more Vice Presidents and such Assistant Secretaries and Assistant Treasurers as it may deem proper. The initial officers shall be elected at the first meeting
of the Board of Directors. Any two (2) or more offices may be held by the same person, except that the offices of CEO and Secretary shall not be held by the same person.

B. Other Officers and Agents. The Board may appoint such other officers and agents as may be advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

C. Election and Term of Office. The officers of the Corporation shall be appointed annually by the Board at the regular annual meeting of the Board of Directors. If the appointment of officers shall not be held at such meeting, such appointment shall be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly appointed and shall have qualified.

D. Removal. Any officer appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officers so removed.

E. Vacancies. A vacancy in any office because of death, resignation, disqualification, removal or otherwise may be filled by the Board for the unexpired portion of the term.

F. President and Chief Executive Officer. The President and CEO shall supervise and control all of the business and affairs of the Corporation. The CEO may sign, with the Secretary, or any other proper officer of the Corporation authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other officer or agent of the Corporation; in general, the CEO shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

G. Vice President. The Vice President (or in the event there shall be more than one Vice President, the Vice Presidents in the order of their designation by the Board of Directors) shall, in the absence of the CEO or in the event of the CEO’s inability or refusal to act,
perform the duties of the CEO, and when so acting, shall have all the powers of and be subject to all the restrictions upon the CEO. Any Vice President shall perform such other duties as from time to time may be assigned to him by the CEO or by the Board.

H. **Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the CEO or by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine.

I. **Secretary.** The Secretary shall keep the minutes of the meetings of the members of the Board or any of its committees, in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each director which shall be furnished to the Secretary by such director; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the CEO or by the Board.

J. **Insurance, Bonds and Indemnification:**

1. The Corporation shall obtain and maintain throughout its existence reasonably commercially available officers and directors liability insurance in the amount not less than $1,000,000, which shall provide coverage to all officers and Board members of the Corporation.
2. The Corporation shall obtain and maintain throughout its existence reasonably commercially available general liability insurance for the Corporation and its officers, Board members, and employees.

3. The Corporation shall obtain and maintain throughout its existence reasonably commercially available bonding for all appropriate officers, Board members, and employees of the Corporation. The Board shall decide by majority vote which officers, Board members, and employees should be bonded.

4. The Corporation shall indemnify and hold harmless all officers and Board members of the Corporation to the fullest extent permitted by 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
Amendments to the Articles of Incorporation or Bylaws may be considered at any meeting of the Board and become effective if a majority of the voting Board seated at such meeting voted in favor of such change and such amendments are approved by FAU as set forth in the Articles of Incorporation and these Bylaws.

**ARTICLE V - RESTRICTIONS ON ACTIONS OF THE CORPORATION**

A. **Prohibition on Private Inurement and Private Benefit.** No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any director, trustee or officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation and payments and distributions may be made in furtherance of one or more of its purposes); and no director, trustee, officer, or any private individual shall be entitled to share in the distributions of any of the corporate assets on dissolution of the Corporation.

B. **Prohibition on Political Activities.** No substantial part of the activities of the Corporation shall be the carrying on of lobbying or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

C. **Prohibition on Activities of Tax-Exempt Organizations.** The Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Code and its Regulations as they now exist or as they may hereafter be amended or replaced, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Code and Regulations as they now exist or they may hereafter be amended or replaced.

D. **Distribution of Assets Upon Dissolution.** Subject to the terms and conditions of the Articles of Incorporation, upon the dissolution of the Corporation, the assets of the Corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or shall be distributed to the federal government, or to a state or local government, for a
public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VI - CONFLICT OF INTEREST POLICY

The Board of Directors shall from time to time adopt a conflicts of interest policy.

We hereby certify that the foregoing Bylaws were duly adopted pursuant to Section 617.0206, Florida Statutes, as approved by members of the Board of the Corporation on this XXth day of XXX, 2006.

___________________________________  _____________________________________
Chair  Date
ARTICLES OF INCORPORATION
OF
FAU-TREASURE COAST UNIVERSITY SCHOOLS, INC.

Pursuant to the Florida Not For Profit Corporation Act, Chapter 617, Florida Statutes, the following is submitted:

ARTICLE I

Name, Principal Office & Registered Agent

A. The name of this corporation (the “Corporation”) shall be FAU-Treasure Coast University Schools, Inc.

B. The principal office and mailing address of the Corporation will be located at 777 Glades Road, Boca Raton, FL 33431, or at such other address as may be determined by the Board of Directors.

C. The initial registered agent of the Corporation is Glenn Thomas, whose address is 777 Glades Road, Boca Raton, FL 33431.

ARTICLE II

Purposes

A. General:

The Corporation is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”) and such purposes include:

1. To Provide:

   a. a quality education for all students enrolled in a university-affiliated public school program that prepares students for success in postsecondary education and the workplace with committed involvement of post-secondary, business and community partners.
b. a setting where faculty and graduate students can design, demonstrate, and analyze the effectiveness of new instructional materials, technological advances, and strategies under controlled conditions.

c. an environment for the systematic evaluation of prototype curriculum, materials and techniques appropriate to other Florida public schools.

2. To Serve as:

a. a magnet to draw collaborating schools, districts, university and corporate partners into cooperative ventures including curriculum enhancement, technology leveraging, grant development and other activities benefiting grades K-20 education;

b. a demonstration school for exploring and refining results-based innovative teaching techniques and tools;

c. a professional teacher, counselor and administrator education center where in-service and pre-service educators may observe and participate in exemplary teacher practices; and

d. a vehicle for the demonstration and dissemination of collaborative research findings, which have proven effective in schools and agencies across Florida, nationally and internationally.

3. To enhance generally the lawful purposes, interests, and objectives of the educational community within the overall development of the State of Florida.

4. To perform any of the foregoing activities directly or through the medium of donations, grants, loans, membership dues and assessments or other expenditures made to or for the benefit of individuals or organizations developing or performing services of a nature related to the purposes described hereinabove, either by the expenditure of the Corporation's income or principal assets, but always subject to the provisions of Section B of this Article II.
5. To do all other acts and things and carry on and conduct all other activities necessary, suitable, convenient, useful or expedient in connection with or incidental to the accomplishment of any of the purposes set forth herein to the fullest extent permitted by the laws of the State of Florida, but always subject to the provisions of Section B of this Article II.

B. Restrictions:

1. Notwithstanding any other provisions of these articles, this Corporation will not conduct any activity not permitted to be carried on by a Corporation in accordance with Chapter 617, Florida Statutes.

2. All of the funds and assets of this Corporation, together with the net earnings thereof and income realized thereon, shall be exclusively devoted to the purposes expressed herein.

3. No member, director or officer of the Corporation or any other private individual may receive or be entitled to receive, under any circumstances, any pecuniary benefit from the operations or liquidation of the Corporation, except for reasonable compensation for travel and related expenses actually rendered in effecting one or more of the purposes of the Corporation, as set forth in the Bylaws of this Corporation.

4. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any director, trustee or officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation and payments and distributions may be made in furtherance of one or more of its purposes); and no director, trustee, officer, or any private individual shall be entitled to share in the distributions of any of the corporate assets on dissolution of the Corporation.

5. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation
shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

6. The Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Code and its Regulations as they now exist or as they may hereafter be amended or replaced, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Code and Regulations as they now exist or they may hereafter be amended or replaced.

7. Upon the dissolution of the Corporation, the assets of the Corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE III

Membership

The sole member of the Corporation shall be the Florida Atlantic University Board of Trustees, a university board of the State of Florida University System constituted as provided in Article IX, Section 7 of the Florida Constitution (“FAU”). FAU shall have all of the rights and privileges of members as set forth in the Bylaws of the Corporation. Membership shall not be assignable or otherwise transferable.
ARTICLE IV

Duration

The duration of the Corporation is perpetual, unless sooner terminated pursuant to the provisions of the laws of the State of Florida.

ARTICLE V

Management

A. The affairs of the Corporation shall be managed by a Board of Directors who shall be selected as provided by the Bylaws. The number of directors shall be established in the Bylaws, but shall not be less than five.

B. Except as limited or provided in its Bylaws, the Corporation, by direction of its Board of Directors, has the power to do any and all things necessary to carry out the purposes of the Corporation and possesses all rights and privileges and immunities and enjoys all benefits granted to a Corporation of similar character under the laws of the State of Florida, including the right to hold and convey title to property whether real, personal, tangible, intangible or mixed.

C. No person shall be authorized to act for the Corporation except as specifically provided by its Board of Directors or in the Bylaws.

ARTICLE VI

Officers

The officers of the Corporation shall be those specified in the Bylaws, and officers shall be elected as provided in the Bylaws.
ARTICLE VII

Directors
The number of members of the Board of Directors and election of such members shall be determined as provided in the Bylaws of the Corporation. Initially, the Board of Directors shall have seven (7) members. The names and addresses of the initial members of the Board of Directors of the Corporation to serve until their successors are qualified and elected pursuant to the Bylaws of the Corporation are:

Ms. Gerri McPherson, Vice President
Florida Atlantic University
500 N.W. University Blvd.
Port St. Lucie, FL 34986

Mr. Michael Lannon, Superintendent
St. Lucie County Schools
4204 Okeechobee Rd.
Ft Pierce, FL 34982

Dr. Gregory Aloia, Dean
Florida Atlantic University
777 Glades Rd.
Boca Raton, FL 33431

Honorable Joseph Smith, County Commissioner
St. Lucie County Commission
2300 Virginia Ave.
Ft. Pierce, FL 34982

Dr. Eliah Watlington
Florida Atlantic University
777 Glades Rd.
Boca Raton, FL 33431

Ms. Debbie Hawley, Parent/Community Rep.
8460 Immokalee Rd.
Ft. Pierce, FL 34951

Dr. Jack Scott
Florida Atlantic University
500 N.W. University Blvd.
Port St. Lucie, FL 34986

ARTICLE VIII

Bylaws
The Board of Directors of the Corporation shall adopt such Bylaws for the conduct of the business of the Corporation in carrying out its purpose as the Board of Directors may deem necessary from time to time; provided, however, such Bylaws shall not be inconsistent with the provisions of these Articles of Incorporation. The Board of Directors shall have the power to
amend, alter, or rescind the Bylaws or adopt new Bylaws with the duly authorized written approval of FAU.

**ARTICLE IX**

**Articles of Incorporation**

From time to time, and in furtherance of the exempt purposes for which the Corporation is being organized, any of the provisions of these Articles of Incorporation may be amended, altered, or repealed, and any other provisions authorized by the laws of the State of Florida at the time in force may be added or inserted, in the manner and at the time prescribed by those laws. Such amendments, alternations or repeals shall be authorized from time to time by the Board of Directors with the duly authorized written approval of FAU. The Articles of Amendment of the Articles of Incorporation may be signed by an officer of the Corporation.

**ARTICLE X**

**Indemnification**

The Corporation shall indemnify the officers, directors, employees and agents of the Corporation to the fullest extent permitted by the Florida Not For Profit Corporation Act, Chapter 617, Florida Statutes. This indemnification provision shall not be deemed to be exclusive of any other rights to which such officers, directors, employees, and agents may be entitled under the Bylaws, any agreement with the Corporation, any insurance maintained by the Corporation, or otherwise.
ARTICLE XI

Incorporation

The names and residence addresses of the subscribing incorporators are:

Ms. Gerri McPherson, Vice President
Florida Atlantic University
500 N.W. University Blvd.
Port St. Lucie, FL 34986

Mr. Michael Lannon, Superintendent
St. Lucie County Schools
4204 Okeechobee Rd.
Ft Pierce, FL 34982

Dr. Gregory Aloia, Dean
Florida Atlantic University
777 Glades Rd.
Boca Raton, FL 33431

Honorable Joseph Smith, County Commissioner
St. Lucie County Commission
2300 Virginia Ave.
Ft. Pierce, FL 34982

Dr. Eliah Watlington
Florida Atlantic University
777 Glades Rd.
Boca Raton, FL 33431

Ms. Debbie Hawley, Parent/Community Rep.
8460 Immokalee Rd.
Ft. Pierce, FL 34951

Dr. Jack Scott
Florida Atlantic University
500 N.W. University Blvd.
Port St. Lucie, FL 34986

Signed by the incorporators of the Corporation this ___ day of August, 2006.

________________________________________  ________________________
Incorporator        Date

________________________________________  ________________________
Incorporator        Date

________________________________________  ________________________
Incorporator        Date

________________________________________  ________________________
Incorporator        Date

-8-
CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

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

2. The name and address of the registered agent and office are:

    Glenn Thomas  
    777 Glades Road  
    Boca Raton, FL 33431

*Having been named as registered agent and to accept service of process for the above-stated Corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

________________________________________  ________________________
Glenn Thomas       Date