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THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

CHARTER FOR

IMAGINE SCHOOL AT NORTH PORT

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5 **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**

6 **CHARTER FOR**
7 **IMAGINE SCHOOL AT NORTH PORT**

8
9 This Charter between The School Board of Sarasota County, Florida, hereinafter referred to as the
10 “Sponsor” and the Imagine- Sarasota County, LLC , dba IMAGINE SCHOOL at North Port a nonprofit
11 organization, organized under the laws of the State of Florida, herein referred to as the “School,” is for the purpose
12 of:

- 13 • Improving student learning and academic achievement,
14 • Increasing learning opportunities for all students, with special emphasis on low-performing students and
15 reading,
16 • Utilizing innovative learning methods,
17 • Measuring learning outcomes, and
18 • Providing additional student stations and educational choice for parents.

19
20 It is the intent of the parties that this Charter shall constitute the School's Charter Contract.

21 The mission of the *Imagine School at Northport* (“ICSN”, “Charter School” “the School”) is to assist
22 parents/guardians in educating their children, through a challenging program of study and strong character
23 development within a nurturing and orderly learning environment. *Imagine School at Northport* will have highly
24 qualified teachers, excellent thematic curricula, positive character development programs and vibrant leadership.
25 The school’s approach to learning will position and facilitate youth to succeed in and beyond the classroom.

26
27 This Charter shall become effective **July 1, 2008** or upon signing by both parties, whichever date is later, and shall
28 be for a term of **5** years commencing on **July 1, 2008** and ending on **June 30, 2013** unless sooner terminated as
29 provided herein.

30 The timetable for implementation of this Charter in the initial and subsequent years will be as follows:

1 **Initial Year Elements**

2 Projected Enrollment/Grades 550/ Kindergarten through Grade 6

3 Timetable

TASK	ECD*
Acquire/Lease facility and perform improvements	07/31/08
Recruit and hire Principal	01/15/08
Recruit and hire Administrative Assistant	02/28/08
Organize/implement community partnerships	ongoing
Create Marketing Plan and materials	02/01/08
Market school to prospective students and parents	02/01/08
Order, complete arrangements to set up facility	07/31/08
Recruit, complete hiring of faculty	07/31/08
Begin/develop/complete Board Policy & Procedures	07/31/08
Begin/develop/complete Personnel Handbook	07/31/08
Begin/develop/complete Student Handbook	07/31/08
Begin/develop/complete Curriculum Guides implementation	07/31/08
Begin/develop/complete textbook/instructional materials list	07/31/08
Complete required steps for learning disabled & LEP students	07/31/08
Complete student at-risk processes (if applicable)	07/31/08
Organize/implement/complete parent involvement processes	ongoing
Plan, organize, conduct teacher/staff in-service	08/01/08
Conduct lottery and notify parents about status thereafter	04/01/08
Notify appropriate entity of enrollment & collect student info.	ongoing
Organize/implement/complete technology orientation program	08/01/08
Organize/implement/complete professional development	ongoing
School Begins	August 08

* ECD – Estimated Completion Date

4
5
6 **Subsequent Year Elements**

7 Projected Enrollment/Grades 720/Kindergarten through Grade 7 in Year Two

8 800/Kindergarten through Grade 8 in Year Three

9 Timetable

TASK	ECD*
Acquire/Lease facility and perform improvements for Phase 2	07/31/09
Continue to develop community partnerships	ongoing
Update Marketing Plan and materials	02/01/09
Market school to prospective students and parents	02/01/09
Order, complete arrangements to set up facility for Phase 2	07/31/09
Recruit, complete hiring of faculty	07/31/09
Review Board Policy & Procedures	07/31/09
Review Personnel Handbook	07/31/09
Review Student Handbook	07/31/09
Continue Curriculum Guides implementation	07/31/09
Review textbook/instructional materials list	07/31/09
Continue parent involvement processes	ongoing
Plan, organize, conduct teacher/staff in-service	ongoing

Conduct lottery and notify parents about status thereafter	04/01/09
Notify appropriate entity of enrollment & collect student info.	08/01/09
Review technology orientation program	08/01/09
Continue professional development	ongoing
School Begins	August 09

* ECD – Estimated Completion Date

The School shall follow the Sponsor’s school calendar for each year this Charter is in effect.

PART I - GOVERNANCE AND MANAGEMENT

A. FOUNDING BOARD

1. Imagine- Sarasota County, LLC will serve as the Founding Board of the School. Listed below are the current members and the experience they bring:

- Ms. Nora Maddox is a resident of Sarasota County and her expertise as a former school teacher and as a mother of three grown children provides the board with a mature perspective both as an educator and parent.
- Don Delp is a resident of North Port and the owner of Hoops Electric; his experience as a business owner and community leader provides the board with a sound financial/business approach to the school.
- Robert Connor brings nearly 40 years of experience as a teacher and principal in Indiana and Florida (including experience with Project CHILD) to the board.
- Mark Hardin, a resident of North Port and Florida Agent for Genworth Financial, brings his many years of experience in the insurance and financial planning to the board.
- Karl Huber is a resident of Sarasota and brings over 20 years of experience as a lawyer and business executive to board.

The transition to a Governing Board will occur, in June 2008. It will include an organizational meeting to formally constitute the LLC. Training will be provided by Imagine Schools Non-Profit regional staff.

B. GOVERNING BOARD

1. The School shall be operated by a Florida not-for-profit entity, and shall manage its activities and affairs. Voting shall control the organization, and only the Governing Board shall vote. The

1 officers shall consist of, at a minimum, a president, a vice president, a treasurer, and a secretary.

- 2 2. The School's governing body shall be its Governing Board. The Governing Board will consist of a
3 minimum of five (5) voting members with a majority of voting members constituting a quorum.
4 Consistent with the terms of the School's by-laws/founding documents (the "Schools Operating
5 Agreement"), the board will be locally determined and all of its members will be local residents
6 (individuals who reside or work full-time in Sarasota County or the immediately adjacent counties
7 of Charlotte, De Soto or Manatee), a majority of whom must be residents of Sarasota County.
8 This board will develop and implement policies regarding educational philosophy, program, and
9 financial procedures. The Board will oversee assessment and accountability procedures to assure
10 that the School's student performance standards are met or exceeded. The School's Governing
11 Board will include local representation from parents/guardians and professionals qualified to
12 support the School's mission and the education of the School's students.
- 13 3. The School's governing body will be held accountable to its students, parents/guardians, and the
14 community at large, through a continuous cycle of planning, evaluation, and reporting as set forth
15 in Florida Charter School Statute, F.S. 1002.33.
- 16 4. The Governing Board, in consultation with School staff and administration, will be responsible for
17 the over-all policy decision making of the School, including the approval of the curriculum and
18 the annual budget.
- 19 5. Within 30 days of appointment to the School's Governing Board, the members shall be
20 fingerprinted pursuant to § 1002.33(12)(g) Florida Statute.
- 21 6. The Governing Board shall not be involved in day-to-day operation of the School including
22 supervision of teachers, support, and contractual staff. Such staff will be directly supervised by
23 the Principal or Director.
- 24 8. A School Advisory Council (SAC) will be established to facilitate achievement of the mission of
25 the School, and to ensure that the School meets the needs of the children and community it is
26 developed to serve. The Governing Board may serve as the SAC.
- 27 9. As indicated above, the School Principal/Director and support staff will be responsible for
28 administrative school functions, such as bookkeeping, pursuant to the rules and policies developed

1 by the School's Governing Board.

2 10. No member of the School's Governing Board or their immediate family will receive
3 compensation, directly or indirectly from the School's operations. Violation of this provision
4 or any violation of F.S. 112.31 shall constitute a material breach of the Contract.
5
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8 11. The School's Governing Board will publish a calendar containing a schedule of all Governing
9 Board meetings for the school year, including the date and time of the meetings and their
10 locations. All Governing Board meetings shall be held in Sarasota County. The School will
11 provide reasonable notice to the Sponsor of any changes or cancellation of scheduled meetings, to
12 the extent practical. The School agrees to hold meetings at least quarterly, and monthly as needed.
13

14 12. The School agrees to allow reasonable access to its facilities and records to duly authorized
15 representatives of the Sponsor. Conversely, the Sponsor agrees to allow reasonable access to its
16 records to duly authorized representatives of the School to the extent allowable by law.
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21 C. MANAGEMENT COMPANIES

22
23 1. If a management company will be operating or providing significant support to the School, the
24 contract between the management company and the Governing Board of the School shall be
25 submitted to the Sponsor prior to the approval of the School's Contract. All amendments to the
26 contract between the management company and the Governing Board of the School shall be
27 submitted to the Sponsor within five (5) days of execution.
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33 2. The contract between the Governing Board of the School and the management company shall
34 require that the management company operate the School in accordance with the terms stipulated
35 in the School's Contract and all applicable laws, ordinances, rules, and regulations.
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39 3. Any default or breach of the terms of this Contract by the management company shall
40 constitute a default or breach under the terms of the Contract between the School and Sponsor.
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43 4. In all activities, the Governing Board and management company will maintain an appropriate
44 arms-length distance as determined by Federal Internal Revenue Service guidelines.
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47

1 D. SCHOOL ADMINISTRATION

2 The criteria for the school leader for the Charter School are:

- 3 • Masters Degree in Education Leadership
 - 4 • Principal Certification preferred
 - 5 • Multi years experience as a principal, assistant principal or headmaster in elementary and or
 - 6 secondary schools
 - 7 • Public School administrative experience preferred
 - 8 • Multi years teaching experience
- 9

10 See Appendix C of the charter application for Principal job description

11 **PART II - ACADEMIC DESIGN AND ACCOUNTABILITY**

12 A. GRADE LEVELS TO BE SERVED

13 The School is designed to serve approximately 800 Kindergarten through eighth grade students. The
14 School will open with grades K-6, and phase-in grade 7 and 8 during years 2 and 3. The School will
15 utilize the Imagine Schools Standards-Based Curriculum, a comprehensive K-8 standards-based
16 instructional program that is aligned Florida Sunshine State Standards with embedded national
17 academic standards drawn from various national organizations.

18
19 B. STUDENTS

20 1. DEFINITION OF COMMUNITY

21 The parties agree that the community to be served by this Charter is defined as follows:

- 22 a. The School will serve any student eligible to attend a public school in Sarasota County.
- 23 b. The School further agrees that it shall achieve a racial/ethnic balance reflective of the
24 “community” it serves, as defined above or within the racial/ethnic range of other public
25 schools in the Sponsor’s district; that it will not discriminate against students with
26 disabilities who are served in Exceptional Student Education programs (ESE) and
27 students who are served as English Language Learners (ELL) and that it shall not violate
28 the anti-discrimination provisions of Section 1000.05, Florida Statutes, the Florida
29 Education Equity Act and the 1990 Florida Consent Decree. The School shall guarantee
30 admissions policies will be nonsectarian.

- 1 c. The School will communicate as needed in Spanish, Ukrainian, English and any
2 language that is spoken by 5% of the community. An extensive public information
3 campaign will be implemented throughout all segments of the community.

4 C. STUDENT ADMISSION PROCEDURES AND CRITERIA

- 5 1. The School agrees to enroll an eligible student by accepting a completed application. By July
6 15, 2008, if the registered enrollment is (a) less than 15 students in any grade level, or (b) less
7 than 60% of the School's total projected enrollment, the School shall comply with one of the
8 following at least 30 days prior to the first day of school:

- 9 • Submit a revised educational program and a revised year one budget taking into account
10 the reduced enrollment, or
11 • Submit a letter requesting a one-year delay in opening.

12 Failure to comply with this requirement may result in immediate termination by the Sponsor.

13 If the number of applications exceeds the capacity of the program, class, grade level, or building,
14 all applicants shall have an equal chance of being admitted through a random selection process.

15 Preference may be given to siblings of students enrolled in the School, to the child of a member of
16 the Governing Board of the School, or to the child of an employee of the School.

- 17 2. If space becomes available during the academic year, admission will be given based on a random
18 selection of those desiring admission. In future years, pre-enrollment applications will be
19 accepted with a cutoff date of March 15th. If the number of applicants exceeds the capacity of the
20 program, class, grade level, or building, all applicants shall have an equal chance of being
21 admitted through a random selection process. The School reserves the right to extend the
22 application deadline provided sufficient public notice is given. Public notice shall include
23 newspaper announcements, notice to guidance counselors at area schools, flyers and bulletins
24 throughout the community, and radio public service information announcements. Such public
25 notice must include written notice and public service announcement in any native language that
26 represent at least 5% of the Sponsor's ELL population.

- 27 3. Enrollment is subject to compliance with the provisions of Section 1003.22, Florida Statutes,
28 concerning school entry health examinations and immunizations.

- 1 4. If the Charter is not renewed or is terminated, a student who attended the School may be enrolled
2 in another public school. Normal application deadlines shall be disregarded under such
3 circumstances but program enrollment limits will be maintained in specialized programs.
- 4 5. A student may withdraw from the School at any time and enroll in another public school, as
5 determined by School Board policy. The School shall work in conjunction with the parent(s) and
6 the receiving school to assure that, to the greatest extent possible, such transfers occur at logical
7 transition points in the school year (e.g. grading periods or semester breaks) that minimize impact
8 on the student grades and academic achievement.
- 9 6. Exceptional students shall be provided with programs implemented in accordance with Federal,
10 State and Local policies and procedures; and, specifically, the Individuals with Disabilities
11 Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, Sections 1000.05 and
12 1001.42(4)(l) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This
13 includes, but is not limited to:
- 14 • A non-discriminatory policy regarding placement, assessment, identification, and
15 selection;
 - 16 • Free appropriate public education (FAPE)
 - 17 • Individual Educational Plans (IEP's), to include an annual IEP meeting with the
18 student's family.
- 19 7. Students with disabilities will be educated in the least restrictive environment, and will be
20 segregated only if the nature and severity of the disability is such that education in regular classes
21 with the use of supplementary aids and services cannot be achieved satisfactorily. The School
22 shall provide the following levels of service, including required related services, to students with
23 disabilities:
- 24 • General education classroom with consultation or direct instructional services as
25 needed by special education staff (80% or more of school day spent with non-
26 disabled peers)

1 The School shall clearly delineate in its parent handbook and all registration materials the levels of
2 special education, including required related service available at the school, in order to assist
3 parents in making informed decisions regarding enrollment of students with disabilities.

4 If, after careful review of the student's existing IEP, the School accepts a student, it is the School's
5 responsibility to assure that students with disabilities are provided a free appropriate public
6 education (FAPE) in the least restrictive environment. Those students whose needs cannot be
7 adequately addressed at the School should not be accepted for enrollment. Parents of students
8 with disabilities will be afforded procedural safeguards in their native language, consistent with
9 the manner that those safeguards are provided in the Sponsors' traditional schools.

10 In the event there is a Due Process Hearing in accordance with Section 615 of the Individuals with
11 Disabilities Education Act involving the provision of education and related services to a student
12 with disabilities at the School, the Sponsor shall have the option to assume the defense of the case,
13 at the Sponsor's expense. If the Sponsor does not choose to assume the defense, the School shall
14 defend the case and bear all the costs of the hearing, including legal representation, including any
15 applicable legal fees.

- 16 8. For English Language Learner (ELL) students the School shall follow the procedures detailed in
17 the 1990 Florida Consent Decree and the Sponsor's- ELL (English Language Learner) Plan. Such
18 procedures must include but are not limited to the following:

19 • **Identification and Assessment**

- 20 ○ Home Language Survey, English language and programmatic assessment, ELL
21 Student Plan
22 ○ Classification, reclassification and monitoring
23 ○ ELL Committee
24

25 • **Equal Access to Appropriate Programming**

- 26 ○ Instruction in Intensive English/ESOL
27 ○ Basic Subject Areas (Math, Science, Social Studies, Computer Literacy) using ESOL
28 strategies taught by appropriate personnel
29 ○ Comply with the Sponsor's State-approved ELL Plan
30 ■ Criteria for identification, entry/exit, assessment instruments
31 ■ Individual ELL Student Plan in each student's cum folder
32 ■ Personnel trained and qualified (documented)
33 ■ Parent Leadership Council
34

35 • **Equal Access to Appropriate Categorical and Other Programs for ELL Students** (ESE,
36 gifted dropout prevention Title I, home-school communications)
37
38

- 1 • **Personnel**
- 2 • Category II Teachers (Basic Subject Areas): math, science, social studies, Computer
- 3 Literacy – 60 in-service points or 3 credit hours – survey course (Empowering for
- 4 Content Teachers)
- 5 • Category I Teachers (Reading K-12, Elementary K-5, English/Language Arts 6-12 and
- 6 ESE self-contained): 300 in-service points or 15 credit hours – ESOL Applied
- 7 Linguistics, Cross-Cultural Communication, ESOL Curriculum, ESOL Methods, and
- 8 ESOL Testing and Evaluation
- 9 • Category III Teachers (Other Subject Areas): media, PE, art, music, etc. – 18 in-service
- 10 points or 3 credit hours – survey course (Empowering for Other Teachers)
- 11
- 12 • **Monitoring Issues**
- 13 ○ Identification and Assessment
- 14 ○ Modified curriculum and appropriate materials
- 15 ○ Appropriate and qualified personnel
- 16 ○ Parent involvement
- 17
- 18 • **Outcome Measures**
- 19 ○ Program effectiveness
- 20 ○ Comparison of ELL/non-ELL student criteria
- 21

22 D. STUDENT ASSESSMENT AND EVALUATION DESIGN

23 *I.* The School will collect baseline data for each student utilizing the results of the SAT10
 24 administered to all students in grades 1 and up within the first three weeks of school. The results
 25 provide a starting point for our teachers to provide the initial instructional planning. Students who
 26 are identified as needing additional assistance will receive extra educational aid.

27 *2.* Over the period of the charter, the School will meet the following objectives:

28 Grades 1 and above

- 29 • The median growth from fall to spring in reading and mathematics will be at least 1 yr
- 30 as evidenced by the outcomes from the fall and spring administrations of the Stanford 10.
- 31 • The academic growth rates in reading and mathematics for students at our Charter School
- 32 will meet and/or exceed the national growth rates

33 Grades 3 and above - Reading, Math, Writing and Science

- 34 • The school will meet and/or exceed the overall performance of the district as evidenced
- 35 by the amount of students demonstrating an annual learning gain in the reading and
- 36 mathematics sections of the FCAT-SSS.
- 37 • The school will meet and/or exceed the overall performance of the district as evidenced
- 38 by the amount of students meeting high standards in the reading, mathematics, writing

1 and science sections of the FCAT-SSS

2 Grades 3 and above – Lowest Performing in Reading and Math

- 3 • The school will meet and/or exceed the overall performance of the district as evidenced
- 4 by the amount of students in the lowest quartile making learning gains in the reading and
- 5 mathematics sections of the FCAT-SSS

6 3. In addition to the statewide assessment program, the School will utilize the following assessment

7 measures:

- 8 • Fall administration of the SAT 10
- 9
- 10 • Imagine Writes
- 11
- 12 • School Climate Assessment:
- 13
- 14 • Classroom assessments:
- 15

16 4. The School will determine student academic progress by identifying baseline academic levels,

17 benchmark testing throughout the year, determining rates of progress by grade level and individual

18 learning gains of each student.

19 The school will compare rates of academic improvement of students in the school with national

20 progress rates. Based on the demographical data provided by the Florida Department of

21 Education, the School will identify schools that are comparable demographically and that use the

22 same measurements.

23 5. The School shall participate in the statewide Florida Comprehensive Assessment Test which

24 includes measures of student reading and math proficiencies in grades 3-10, writing at grade(s) 4,

25 8 and 10, and science at grades 5, 8 and 10.

26 (a) The Sponsor shall provide the School with reports on district and state assessments in

27 the same manner as for all public schools in the district.

28 (b) For all state assessments the School will adhere to all legal requirement for testing

29 exemptions and accommodations for eligible ESE and ELL students

30 (c) The School will adhere to all testing requirements for promotion, retention and

31 graduation associated with the district's Student Progression Plan.

32

1 E. EDUCATIONAL PROGRAM

2 1. The School's Curriculum will be correlated to all content areas of the Florida's Sunshine State
3 Standards (SSS).

4 (a) The instructional method will be Project CHILD (Changing How Instruction for Learning is
5 Delivered).

6 (b) Instruction will be comprehensible to all students as presented in the charter application, and
7 will include ESE and ELL.

8 (c) Reading will be the primary focus of the curriculum and resources will be provided to identify
9 and provide specialized instruction for students who are reading below grade level. The
10 curriculum and instructional strategies for reading will be consistent with the Sunshine State
11 Standards and grounded in scientifically based reading research. The School will implement
12 the district's K-12 Comprehensive Reading Program

13 (d) The School's schedule will ensure that sufficient time blocks are allocated to meet the
14 requirements of the reading plan and any other curricular requirements addressed in state
15 statute.

16 (e) The School will implement the district's Student Progression Plan for promotion, retention
17 and graduation.

18 2. All school staff members will participate in professional development courses to ensure they are
19 able to implement the School's instructional plan.

20 3. The School shall ensure that its curriculum exposes students to the State's curriculum frameworks
21 to assist students who transfer into and out of the School.

22 4. The School agrees to allow the Sponsor reasonable access to review data sources, including
23 collection and recording of procedures, in order to assist the Sponsor in making a valid
24 determination about the degree to which student performance requirements, as stated in this
25 Charter, have been met.

26 5. The School will submit a School Improvement Plan designed to achieve the state education
27 priorities pursuant to Section 1000.03(5), Florida Statutes.

28

1 F. DISCIPLINE

- 2 1. The School agrees to maintain a safe learning environment at all times, and, in order to provide
3 criteria for addressing discipline issues that will insure the health, safety, and welfare of all
4 students attending the School; the School will adopt the Sponsor's Code of Student Conduct.
- 5 2. The School will implement the Sponsor's rules and procedures governing student expulsion. All
6 expulsions will be processed through the Sponsor.
- 7 3. The School will report each month to the Sponsor the number of violations of the Code, by
8 offense, to be included in the District's discipline reporting. The School agrees that it will not
9 engage in the corporal punishment of students.
- 10 4. The School may suspend a student for conduct not subject to expulsion, but yet in violation of the
11 School's Code of Student Conduct. The School will implement the Sponsor's rules and
12 procedures for student suspension.
- 13 5. The School will follow the adopted Sponsor's Code of Student Conduct. Upon the School's
14 decision to implement dismissal, the School shall refer the student to the Sponsor for appropriate
15 placement with the district. Dismissal procedures shall be clearly defined in writing, shared with
16 students and parents and provided to the Sponsor no later than two weeks prior to the opening of
17 school each year. In case where dismissal is implemented, the parents will receive written notice
18 of the dismissal including the reasons for dismissal and a summary of the actions taken to assist
19 the student prior to dismissal. The Sponsor shall be provided a copy of the dismissal notice at the
20 same time as the parent. The School shall work in conjunction with the parent(s) and the receiving
21 school to assure that, to the greatest extent possible, such dismissals occur at logical transition
22 points in the school year (e.g. grading periods or semester breaks) that minimize impact on the
23 student grades and academic achievement. The School shall annually provide to the sponsor a
24 copy of its dismissal procedures prior to the opening of school.
- 25 6. Following the adopted Code of Student Conduct, the School may refer students to other
26 community programs, or contracted services programs in lieu of suspension from the School.
27 Students recommended for expulsion will be referred to the Sponsor for appropriate disposition.
- 28

1 G. RECORDS

- 2 1. The School shall maintain confidentiality of student records as required by federal and state law.
- 3 2. The School will maintain active records for current students in accordance with Florida Statutes.
- 4 3. All permanent (Category A) records of students leaving the School, whether by graduation,
5 transfer to another public school, or withdrawal to attend another school, will be transferred to the
6 Sponsor in accordance with Florida Statutes. Records will be transmitted to the sponsor's Records
7 Retention Department.
- 8 4. Records of student progress (Category B) will be transferred to the appropriate school if a student
9 withdraws to attend another public school or any other school. The School may retain copies of
10 the departing student's academic records created during the student's attendance at the School.
- 11 5. Upon the withdrawal of a student from the School, the School will retain the student's original
12 records, except that such records will be immediately transferred to another Sarasota County
13 public school when requested by that school. Requests for student records from public or
14 private schools outside of Sarasota County and private schools within Sarasota must be made in
15 writing. Only copies of requested records may be provided. Copies only of student records may
16 be provided to parents upon their request. The School will retain the student's record for three (3)
17 years after student withdrawal or until requested by another Sarasota County public school,
18 whichever comes first. At the end of the third year all inactive student records will be returned to
19 the Sponsor's Records Retention office.
- 20 6. The School will comply with all other public record retention requirements for non-student related
21 records.

22 **PART III – HUMAN RESOURCES**

23 **A. EMPLOYMENT**

- 24 1. The parties to this Charter agree that the School shall select its own employees.
- 25 2. The School agrees that its employment practices shall be nonsectarian.
- 26 3. The teachers employed by or under contract to the School shall be certified as required by Chapter
27 1012, Florida Statutes and the Federal No Child Left Behind statute and regulations.

- 1 3. The Administrator and all full-time teachers will be trained prior to the start of school in the most
2 relevant components of the School's staff development plan.
- 3 4. The School may not employ an individual to provide instructional services or to serve as a
4 teacher's aide if the individual's certification or licensure as an educator is suspended or revoked
5 by this or any other state.
- 6 5. The School may not knowingly employ an individual who has resigned from a school district in
7 lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for
8 just cause by any school district with respect to child welfare or safety or who is under current
9 suspension from any school district.
- 10 6. The School agrees to disclose to the Sponsor and to the parents the qualifications of its teachers.
11 The School shall provide to the Sponsor and to parents, prior to the opening of school, the
12 qualifications and assignments of all staff members. Changes will be provided to the Sponsor at
13 the end of each grading period.
- 14 7. The School agrees to implement written policies and procedures for the hiring and dismissal of
15 personnel; policies governing salaries, contracts, unemployment compensation and benefits
16 packages; and the procedures for responding to a finding that a Governing Board member or staff
17 member has a criminal record. This policy will also detail the procedures for screening of all
18 volunteers and mentors. These personnel policies and procedures shall be provided to the Sponsor
19 no later than two weeks prior to the opening of school each year
- 20 8. The School shall require all employees including the members of the Governing Board to be
21 fingerprinted by an authorized law enforcement agency and processed by the State Department of
22 Law Enforcement and the Federal Bureau of Investigation for criminal background checks. The
23 cost of fingerprinting shall be borne by the School or the employees. The results of all such
24 background investigations and fingerprinting will be reported in writing to the Superintendent of
25 Schools or his/her designee. The Governing Board's fingerprints shall be taken within one month
26 of the contract signing and subsequently within one month of new Governing Board members'
27 assuming office. No employee may be on campus with students until his/her fingerprints are
28 taken. The school shall ensure that it complies with fingerprinting and background check

1 requirements, including those relating to vendors, pursuant to Florida Statutes, Sections 1012.32
2 and 1012.465.

3 9. The School shall not violate the anti-discrimination provisions of Section 1000.05, Florida
4 Statutes, and the Florida Education Equity Act.

5 10. This Charter is contingent upon the School hiring the equivalent of a full-time administrator and
6 sufficient instructional staff and support staff to meet the goals of this Charter.

7 11. The School may participate in the Florida Retirement System upon application and approval as a
8 “covered group” under Section 121.021(34), Florida Statutes. If the School participates in the
9 Florida Retirement System, the School employees shall participate in the Florida Retirement
10 System in a manner consistent with applicable statutes. The School shall make contributions to
11 the Florida Retirement System for all teachers and/or employees who elect to participate in the
12 Florida Retirement System.

13 **PART IV – FINANCIAL MANAGEMENT AND ACCOUNTABILITY**

14 A. FINANCIAL MANAGEMENT

15 The School, with assistance from Imagine Schools Non Profit Inc., will utilize fiscally sound
16 accounting practices and policies in areas of budget, accounting, and financial reporting functions in
17 accordance with Generally Accepted Accounting Principles, provisions of the charter and all
18 applicable state and federal laws. Personnel providing financial oversight of the school will be
19 accountants with governmental accounting experience.

20 B. REVENUE

21 1. The School agrees to provide to the Sponsor proof of sufficient funds or a letter of credit to assure
22 prompt payment of operating expensed associated with the School, including but not limited to,
23 the amount of any lease payments, teacher, and other staff salaries and benefits, transportation
24 costs, etc. The parties stipulate that this sum shall be no less than two (2) months operating
25 expenses as defined by the Charter School Earning Report provided by the Sponsor. This Charter
26 is contingent upon the School providing evidence of such funds no later than 30 days prior to the
27 opening of school each year. Additionally the School shall provide annually to the Sponsor, no
28 later than July 1, an operating budget for the upcoming school year.

- 1 2. The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or
2 a special program in a school in the Sponsor's district. The basis of the funding shall be the sum
3 of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided
4 in Section 1001.62, Florida Statutes, and the General Appropriations Act, including gross state and
5 local funds, discretionary lottery funds and funds from the Sponsor's district current operating
6 discretionary millage levy, divided by the total funded weighted full-time equivalent students
7 (WFTE) in the Sponsor's district; multiplied by the weighted full-time equivalent students for the
8 School.
- 9 3. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled
10 to its proportionate share of categorical program funds included in the total funds available in the
11 FEFP by the Legislature, including transportation. Federal and State Categorical appropriations
12 will be expended through the appropriate Sponsor accounts to insure compliance with applicable
13 grant restrictions
- 14 4. Funding for the July and August disbursements shall be based on the number of students
15 registered with the Sponsor on July 1st. Total funding for the School shall be recalculated to reflect
16 the district's 10 day adjustments, and revised calculations under the FEFP by the State and the
17 actual WFTE students reported by the School during the full-time equivalent survey periods
18 designated by the Commissioner of Education. The adjusted calculation will be distributed in
19 monthly earnings disbursements. Additionally, funding for the School shall be adjusted during the
20 year as follows:
 - 21 a. In the event of a state holdback or a proration, which reduces Sponsor funding, the
22 School's funding will be reduced proportionately.
 - 23 b. In the event that the Sponsor exceeds the state cap for WFTE for Group 2 programs
24 established by the Legislature resulting in unfunded WFTE for the Sponsor, then the
25 School's funding shall be reduced to reflect its proportional share of any unfunded
26 WFTE.
 - 27 c. The School's funding shall be capped at 100% of its projected enrollment for any given
28 school year.

1 5. The Sponsor shall make every effort to ensure that the School receives timely and efficient
2 reimbursement of the funds specified in paragraph IV, B, 2 above. The payment shall be issued
3 no later than ten (10) working days after the Sponsor receives a distribution of state or federal
4 funds. If a warrant for payment is not issued within thirty (30) working days after the receipt of
5 funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the
6 scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily
7 basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the
8 warrant is issued. Notwithstanding the foregoing, distribution of funds may be withheld if any of
9 the following required documents are more than thirty (30) days overdue;

10 The monthly Budget and Disbursement Report

11 The School's Annual Report

12 The School's Year End Financial Statement

13 The School's Annual Independent Financial Audit

14
15 6. The Sponsor shall retain an administrative fee of 5% of the available funds as defined in paragraph
16 B, 2 of this Part for the administration of the Charter. However, the Sponsor shall only withhold
17 the 5% administrative fee for enrollment up to and including 500 students. For charter schools
18 with a population of 501 or more students the difference between the total administrative fee
19 calculation and the amount of the administrative fee withheld may only be used for capital outlay
20 purchases specified in S. 1013.62(2). Service provided under the 5% administrative fee shall
21 include processing the application and the academic and financial monitoring required of the
22 Sponsor by law. Also included in this fee are the following Sponsor services: pony delivery
23 system, FTE and data reporting, student reassignments, exceptional student education
24 administration, test administration, processing of teacher certification data, information services,
25 and procurement of materials through the purchasing warehouse. If the School requests services
26 from the Sponsor beyond those stated above, the Sponsor and the School will enter into a separate
27 written agreement approved by both parties. If goods and services are made available to School
28 under such agreements they shall be provided at a rate no greater than the Sponsor's actual cost,

1 unless otherwise agreed. The funds required to provide these services will be deducted from the
2 School's revenue disbursements.

3 7. The Sponsor shall provide the distribution of funds reconciliation with each revenue disbursement
4 to the School.

5 8. At regular intervals, the Sponsor shall monitor the School's progress towards the goals established
6 in this Charter and shall monitor the revenues and expenditures of the School.

7 9. In any programs or services provided by the Sponsor which are funded by federal funds and for
8 which federal dollars follow the eligible student, the Sponsor agrees, upon adequate
9 documentation from the School, to provide the School with the federal funds received by the
10 Sponsor's district if the same level of service is provided by the School, provided that federal law
11 or regulation does not prohibit this transfer of funds.

12 10. The School agrees to comply with the Sponsor's rules, policies and procedures for federal and
13 state Grants Management for grants submitted through the Sponsor, which include, but are not
14 limited to:

15 a. Working with the Grants Management Department and the Supervisor of Charter Schools
16 to facilitate Sponsor's approval for all federal and state grants;

17 b. Submitting a Grant Application Executive Summary Form and grant description for each
18 such grant processed, and submitting an annual end-of-the-year Grant Final Report.

19 c. Ensuring that all grant indirect costs are appropriated to the district for applicable Federal
20 Grants that are approved, monitored and/or disbursed by the Sponsor.

21 11. The School shall comply with all Sponsor rules when utilizing the Sponsor's warehouse for
22 purchasing, ordering supplies, textbook ordering, the processing of library media materials, and
23 the marking and inventory of fixed assets valued at \$750.00 or greater. A cumulative listing of all
24 property valued over \$750 purchased with public funds i.e., FEFP, grant, and any other public-
25 generated funds; and a cumulative listing of all property valued at more than \$750 purchased with
26 private funds will be submitted yearly along with the annual audited financial statements. These
27 lists will include: (1) date of purchase; (2) item purchased; (3) cost of item; and (4) item location.

1 12. The School shall not charge tuition or fees, except those fees normally charged by other public
2 schools, nor levy taxes or issue bonds secured by tax revenues.

3 i. REPORTING OF STUDENT PARTICIPATION FOR FUNDING

- 4 1. Consistent with the Sponsor's procedures for establishing all schools' enrollment projection for the
5 following year, the Charter School shall suggest the capacity of each grade level and of the school
6 as a whole, based upon the application, the educational program, the School's financial status, and
7 the facility. The School and the Sponsor shall reach agreement on the final determination of the
8 official enrollment projection within the same time line as for all schools in the district. The final
9 K-8 determination shall not be less than the following: 424FTE (Year One/2008-2009), 588FTE
10 (Year Two/2009-2010), 716 FTE (Year Three/2010-2011), 778FTE (Year Four/2011-2012), and
11 800FTE (Year Five/2012-2013), unless mutually agreed upon by both parties.
- 12 2. By July 1 of each year, the School shall report to the Sponsor the names and addresses of all
13 registered students, their current school attendance zone and projected FEFP category. The
14 School will also provide a completed Reassignment form for each student by July 1st of each year.
- 15 3. The School will report the daily attendance of each student to the Sponsor to meet District
16 attendance reporting requirements.
- 17 4. The School agrees to report its student enrollment to the Sponsor as provided in Section 1001.62,
18 Florida Statutes, and in accordance with the definitions in Section 1001.61, Florida Statutes, at the
19 agreed upon intervals and using the method used by the Sponsor's district when recording and
20 reporting cost data by program. The Sponsor agrees to include the School's enrollment in the
21 Sponsor's district when recording and reporting cost data by program. The Sponsor agrees to
22 include the School's enrollment in the Sponsor's district report of student enrollment.
- 23 5. If the School submits data relevant to FTE or Federal funding that is later determined through the
24 audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the
25 State, the United States Department of Education, or the Sponsor for any errors or omissions in
26 data that the School submitted. The Sponsor shall deduct any such adjustments from the School's
27 subsequent revenue disbursements.

1 D. FACILITIES/PROPERTY

- 2 1. The Property consists of approximately 36,000 square feet of air conditioned space, located at 1000
3 Innovation Avenue, North Port, Florida 34289 In the event, the School determines that alternative or
4 expanded facilities are required, the School will notify the Sponsor of such change or expansion.
- 5 2. The School shall utilize facilities that comply with the Florida Building Code, pursuant to chapter
6 553, and the Florida Fire Prevention Code, pursuant to chapter 633, as adopted by the authority in
7 whose jurisdiction the facility is located. The School shall provide the Sponsor with a list of the
8 facilities to be used and their location. The School agrees to periodic health and safety
9 inspections conducted by district safety staff.
- 10 3. This Charter is contingent upon the School securing appropriate facilities at least one month prior
11 to the first day of school for students each year. The School must provide a copy of the lease
12 agreement or ownership documents and certificate of occupancy documenting compliance with all
13 applicable codes, by that date. If the School is not in compliance by that date, the Charter shall
14 terminate unless the School provides, to the satisfaction of the Superintendent by two weeks prior
15 to the opening of school, a contingency plan enabling the School to open by the first day of the
16 school year. If the School will change sites or facilities during the school year, the School shall
17 provide the Sponsor a copy of the lease agreement or ownership documents and certificate of
18 occupancy documenting compliance with all applicable codes one month prior to the move. If the
19 School is not in compliance by that date, the Charter shall terminate unless the School provides, to
20 the satisfaction of the Superintendent by two weeks prior to the move date, a contingency plan
21 enabling the School to remain open during the transition.
- 22 4. If the Sponsor has facilities or property, including textbooks, available as surplus, marked for
23 disposal, or otherwise unused, it may be provided for the School's use on the same basis as such
24 property is made available to other public schools. The School may not sell or dispose of such
25 property without the written permission of the Sponsor.
- 26 5. In the event the School is dissolved or is otherwise terminated, all of the School's property and
27 improvements, furnishings, and equipment, subject to settlement of any outstanding liens or
28 encumbrances, purchased with public funds, in part or in whole, or surplus property obtained from

1 the Sponsor shall be peacefully delivered to the Sponsor and automatically revert to full ownership
2 by the Sponsor.

3 E. TRANSPORTATION

- 4 1. The School agrees to provide transportation of the School's students consistent with the
5 requirements of Florida Statutes. The School further agrees to ensure that transportation shall not
6 be a barrier to equal access for any student residing within reasonable distance of the School as
7 determined in the School's designated district as determined in Section II, B, 1a.
- 8 2. Should the School choose to schedule its instructional day to accommodate the Sponsor's regular
9 bus transportation schedules, the Sponsor agrees to provide transportation to and from School for
10 students residing along already established transportation routes in the Sponsor's district. The
11 Sponsor and the School shall negotiate the compensation for transportation services and the
12 Sponsor shall deduct such amount from the School's revenue disbursements.
- 13 3. The School may enter into a separate agreement with the Sponsor to receive additional
14 transportation services for extracurricular events, field trips, and other activities.

15
16 F. FOOD SERVICES

17 The School shall comply with the federal requirements for free and reduced meal service. If the
18 School utilizes the Sponsor for the provision of free and reduced meal service, the parents of students
19 eligible for free or reduced priced meals must complete an application and submit it to the Sponsor's
20 Food and Nutrition Services Department for review and processing. The School shall be responsible
21 for picking up meals or may contract with the Sponsor for delivery. If the School desires meal service
22 for students not eligible for free or reduced priced meals, the Sponsor will provide such meals at the
23 regular rate per student. If meal service is utilized, the School and the Sponsor shall enter into a
24 separate contract.

25 G. FINANCIAL REPORTING

- 26 1. The School agrees that it will submit to the Sponsor in a timely manner, the information specified
27 in Section 1010.20, Florida Statutes and State Board Rule 6A-1.001, 6A-1.0071, 6A-7.095 and
28 6A-5.071.

- 1 2. The School will maintain all financial records, which constitute their accounting system in
2 accordance with the accounts, and codes prescribed in the most recent issuance of the publication
3 titled “Financial and Program Cost Accounting and Reporting for Florida Schools.” The School
4 will provide year-end financial report and program cost report information in the state-required
5 formats for inclusion in the district reporting in compliance with F.S.1011.60. The School’s year-
6 end unaudited financial report will be submitted to the Sponsor’s Finance Office on or before
7 August 15th of each year of the Charter. The School’s program cost report will be submitted to the
8 Sponsor’s Finance Office on or before August 30th of each year of the Charter.
- 9 3. The School will submit the “School Budget and Disbursement Report” to the Sponsor’s Finance
10 Office within thirty-five (35) calendar days after the end of each month in a format designated by
11 the Sponsor.
- 12 4. The asset and liability projections required by the application, which are incorporated into the
13 Charter, shall be compared with the information provided in the annual report of the School. The
14 charter shall ensure that, if the charter school independent audit reveals a deficit financial position,
15 the auditors are required to notify the charter school Governing Board, the Sponsor, and the
16 Department of Education. The independent auditor shall report such findings in the form of an
17 exit interview to the principal or the principal administrator of the charter school and the
18 chairperson of the Governing Board within 7 working days after finding the deficit position. A
19 final report shall be provided to the entire Governing Board within 7 working days after finding
20 deficit position. A final report shall be provided to the entire Governing Board, the Sponsor, and
21 the Department of Education within 14 working days after the exit interview.
- 22 5. The School agrees to submit to an annual audit in compliance with the “Charter School Audit
23 Guide” from the state Auditor General’s office showing all revenues received from all sources and
24 all expenditures for services rendered. The audit shall be conducted by any or all of the following:
25 the Sponsor, the Auditor General, or by an independent auditor selected by the School. The
26 School further agrees to provide the Sponsor with a copy of such an audit, as well as any response
27 to the auditor’s findings, by November 1st. The School shall be responsible for the payment of any
28 costs associated with an independent audit. The Sponsor reserves the right to perform additional

1 audits at its own expense as part of the Sponsor's financial monitoring responsibilities as it deems
2 necessary. The Sponsor will notify the School of this procedure in a timely manner.

3 **PART V - GENERAL PROVISIONS**

4 A. CHARTER RENEWAL, MODIFICATION AND TERMINATION

- 5 1. This Charter may be renewed as provided for in Section 1002.33, Florida Statutes.
- 6 2. This Charter may be modified during its initial term or any renewal term upon recommendation of
7 the Sponsor or the School Governing Board provided such modifications are agreed to in writing
8 and executed by both parties.
- 9 3. At the end of the term of this Charter, the Sponsor may choose not to renew the Charter for any of
10 the following grounds:
- 11 a. Failure to participate in the state's accountability system created in s.1008.31, as
12 required in this section or failure to meet the requirements for student performance as
13 set forth in this Charter.
 - 14 b. Failure to meet the requirements for financial reports or meet generally accepted
15 standards of fiscal management.
 - 16 c. Violation of law.
 - 17 d. Other good cause shown.
- 18 4. During the term of this Charter the Sponsor may terminate this Charter for any of the grounds
19 listed above in paragraph 3, or if insufficient progress has been made in attaining the student
20 achievement objectives of this Charter, and if it is not likely that such objectives can be met before
21 the expiration of the Charter.
- 22 5. The Sponsor may terminate the Charter if the Charter School consistently fails to submit required
23 financial and annual reports in a timely fashion as stated in this Charter.
- 24 6. This Charter may be terminated immediately if the Sponsor determines that good cause has been
25 shown or if the health, safety, or welfare of the students is threatened. The Sponsor shall assume
26 the operation of the School under these circumstances. The School agrees to submit all school
27 records to the Sponsor's designee within fifteen (15) business days in the event this Charter is
28 terminated pursuant to this paragraph.

1 7. Except in cases of immediate termination as specified in Section 6 above, at least ninety (90) days
2 prior to renewing or terminating this Charter, the Sponsor shall notify the governing body of the
3 School of the proposed action, in writing. A notice to terminate the Charter shall state in
4 reasonable detail the grounds for the proposed action and stipulate that the School’s governing
5 body may, within fourteen (14) calendar days of receiving the notice, request an informal hearing
6 before the Sponsor. The Sponsor shall conduct the informal hearing within thirty (30) calendar
7 days of receiving a written request from the School’s governing body. The School’s governing
8 body may, within fourteen (14) calendar days after receiving the Sponsor’s decision to terminate
9 or refuse to renew this Charter, appeal the decision to the State Board of Education pursuant to the
10 procedure established in Section 1002.33, Florida Statutes. The School shall notify the Sponsor in
11 writing at least 120 calendar days prior to the expiration of this Charter as to the School’s intent to
12 renew or not to renew. The School agrees to submit all school records to the Sponsor without
13 delay upon the expiration of this Charter.

14 8. If this Charter is not renewed or is terminated, the governing body of the School shall be
15 responsible for all the debts of the School. The Sponsor shall not assume the debt from any
16 contract for services made between the governing body of the School and a third party, except for
17 a debt previously detailed and agreed upon, in writing, by both the Sponsor and the governing
18 body of the School and that may not reasonably be assumed to have been satisfied by the Sponsor.

19 B. DISPUTES AND CONCERNS

20 It is the understanding of both parties that any areas of concern will be shared in writing and that
21 each party agrees to provide written feedback to the other within two weeks of a concern being
22 identified. The sole and exclusive jurisdiction for any legal action brought under this Charter shall
23 be in the Circuit Court of the 12th Judicial Circuit in and for Sarasota County, Florida.

24
25 C. STATUTORY AND SPONSOR RULE REQUIREMENTS

26 1. The School shall comply with the provisions of Chapter 119, Florida Statutes, relating to Public
27 Records, Section 286.011, Florida Statutes, relating to Public Meetings, and Chapter 112 Florida
28 Statutes, relating to conflicts of interest.

- 1 2. The School shall be in compliance with all statutes, rules and regulations pertaining to student
2 health, safety and welfare.
- 3 3. The school agrees to adhere to a policy of non-discrimination in educational programs/activities
4 and employment and strives affirmatively to provide equal opportunity for all and shall be in
5 compliance with the following:
- 6 a. Title VI of the Civil Rights Act of 1964 – prohibits discrimination on the basis of
7 race, religion, or national origin.
- 8 b. Title VII of the Civil Rights Act of 1964, as amended – prohibits discrimination in
9 employment on the basis of race, religion, or national origin.
- 10 c. Title IX of the Education Amendments of 1972 – prohibits discrimination on the basis
11 of gender.
- 12 d. Age discrimination in Employment Act of 1967 (ADEA), as amended – prohibits
13 discrimination on the basis of age with respect to individuals who are at least 40.
- 14 e. Section 504 of the Rehabilitation Act of 1973 – prohibits discrimination against the
15 disabled.
- 16 f. Americans with Disabilities Act of 1990 (ADA) – prohibits discrimination against
17 individuals with disabilities in employment, public service, public accommodations
18 and telecommunications.
- 19 g. The Family and Medical Leave Act of 1993 (FMLA) – requires covered employers to
20 provide up to 12 weeks of unpaid, job protected leave to “eligible” employees for
21 certain family and medical reasons.
- 22 h. Florida Educational Equity Act – prohibits discrimination on the basis of race, gender,
23 national origin, marital status, or handicap against a student or employee.
- 24 i. Florida Civil Rights Act of 1992 – secures for all individuals within the state freedom
25 from discrimination because of race, religion, sex, national origin, age, handicap or
26 marital status.
- 27 j. Individuals with Disabilities Education Act (IDEA- 2004) guaranteeing a free
28 appropriate public education (FAPE) to all disabled students.

1 k. Florida Consent Decree (1990) providing the legal framework for the provision of
2 educational services and equal access for Limited English Proficient students

3 l. The Federal No Child Left Behind Act

4 4. The School agrees to comply with all Sponsor rules, policies and procedures regarding Safe and
5 Drug Free Schools, including Drug Free Workplace, Drug Free School zones and tobacco use on
6 school grounds.

7 5. The School shall annually complete and submit to the Sponsor, a Critical Incident Plan in the
8 format designed by the Sponsor, according to the timelines required for all district schools.

9 6. The School shall, in the interest of student and staff health and safety, conduct and document fire
10 and severe weather drills in the same manner and frequency as required by other district schools.

11 7. The School and Sponsor shall comply with Section 1002.33, Florida Statutes, relating to charter
12 schools and any amendments thereto.

13
14 D. ANNUAL REPORT

15 1. The governing body of the School shall report its progress annual to the Sponsor, which shall
16 forward the report to the Commissioner of Education by the date specified by the Florida
17 Department of Education. The Department of Education shall include in its compilation a notation
18 if a school failed to file its report by the deadline established by the Department. The Schools
19 annual report shall be prepared utilizing the template provided by the Florida Department of
20 Education and shall contain all required components pursuant to F.S. 1002.33 including:

21 a. Student achievement performance data, including the information required for the
22 annual school report in the education accountability system governed by s.1008.31
23 and 1008.345. Charter schools are subject to the same accountability requirements
24 as other public schools, including reports of student achievement information that
25 links baseline student data to the school's performance projections as identified in
26 the charter. The charter school shall identify reasons for any difference between
27 projected and actual student performance.

- b. Financial status of the charter school, which must include revenues and expenditures at a level of detail that allows for analysis of the ability of the ability to meet financial obligations and timely repayment of debt.
- c. Documentation of the facilities in current use and any plan facilities for the use by the charter school for instruction of students, administrative functions, or investment purposes.
- d. Descriptive information about the charter school personnel, including salary and benefit levels of charter school employees, the proportion of instructional personal who hold professional or temporary certificates and the proportion of instructional personnel teaching in field or out of field.

E. INDEMNIFICATION

The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney’s fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School’s employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School’s material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School and any claims or actions related to violation of any state or federal statutes or regulations including those referenced in Part V, Section C, 2, a-k of this Agreement. Notwithstanding anything to the contrary contained herein, neither the School nor the Sponsor waives sovereign immunity to the extent sovereign immunity is available. The School shall notify the Sponsor of any such claim promptly upon receipt of same. The Sponsor shall have the option to defend, at the School’s expense, any claims arising under this provision. If the Sponsor does not choose to hire its own counsel to defend, the School shall assume the defense of any such claim and the Sponsor shall delegate complete authority to the School in the defense thereof.

1 F. INSURANCE

- 2 1. The School agrees to provide proof of insurance for Errors and Omissions coverage to include
3 prior acts, sexual harassment, civil rights and employment discrimination, breach of contract,
4 insured versus insured, consultants and independent contractors and with minimum policy limits
5 of \$1,000,000.00; general liability coverage written on an occurrence form with minimum policy
6 limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00; business
7 automobile coverage with the same limits as general liability.
- 8 2. The School further agrees to secure insurance coverage for its own buildings and contents.
- 9 3. The School further agrees to secure and maintain property insurance for the School's personal
10 property, and to insure all Sponsor owned property to be used by the School to its full guaranteed
11 replacement cost with the Sponsor named as loss payee.
- 12 4. The School agrees to provide adequate Workers' Compensation insurance coverage as required by
13 Chapter 440, Florida Statutes.
- 14 5. No later than 30 days prior to the opening of school, the School shall furnish the Sponsor with
15 fully completed certificates of all insurance policies, signed by an authorized representative of the
16 insurer(s) confirming the coverage begins before the initial opening day of classes. The
17 certificates shall be issued to the District School Board and name the School Board as an
18 additional insured. Each certificate of insurance shall provide that the School Board be given no
19 less than sixty (60) days written notice prior to cancellation. Until such time as the insurance is no
20 longer required to be maintained by the School, the School shall provide the School Board
21 evidence of the renewal or replacement of the insurance no less than sixty (60) days before
22 expiration or termination of the required insurance for which evidence was provided.
- 23 6. The School agrees that its failure to secure and continuously maintain all insurance listed in
24 paragraphs 1-5 above will constitute grounds for immediate termination of this charter.

25

26

27

SIGNATURE PAGE

1 IN WITNESS WHEREOF, the parties have caused this Charter to be executed by their respective
2 undersigned officials this ____ day of _____, 2006

3
4 THE SCHOOL BOARD OF CHARTER SCHOOL
5 SARASOTA COUNTY, FLORIDA
6
7 BY: _____ BY: _____
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