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THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

CHARTER FOR

IMAGINE SCHOOL AT PALMER RANCH

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

2 **CHARTER FOR**

3 **IMAGINE SCHOOL AT PALMER RANCH**

4 **PURPOSE**

5 This Charter between The School Board of Sarasota County, Florida, hereinafter referred to as the
6 “Sponsor” and the, Imagine School at Sarasota, LLC, dba IMAGINE SCHOOL at Palmer Ranch, a nonprofit
7 organization, organized under the laws of the State of Florida, herein referred to as the “School,” is for the
8 purpose of:

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

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

16 **MISSION STATEMENT**

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

23 **TERM OF CHARTER**

24 This Charter shall become effective *July 1, 2009* or upon signing by both parties, whichever date is later, and
25 shall be for a term of 5 years commencing on *July 1, 2009* and ending on *June 30, 2014* unless sooner
26 terminated as provided herein.

Palmer Ranch Charter

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

2 **Initial Year Elements**

3 Projected Enrollment/Grades: 552/ Kindergarten through Grade 6

4 Timetable

TASK	ECD*
Acquire/Lease facility and perform improvements	07/31/09
Recruit and hire Principal	01/15/09
Recruit and hire Administrative Assistant	02/28/09
Organize/implement community partnerships	ongoing
Create Marketing Plan and materials	02/01/09
Market school to prospective students and parents	02/01/09
Order, complete arrangements to set up facility	07/31/09
Recruit, complete hiring of faculty	07/31/09
Begin/develop/complete Board Policy & Procedures	07/31/09
Begin/develop/complete Personnel Handbook	07/31/09
Begin/develop/complete Student Handbook	07/31/09
Begin/develop/complete Curriculum Guides implementation	07/31/09
Begin/develop/complete textbook/instructional materials list	07/31/09
Complete required steps for learning disabled & LEP students	07/31/09
Complete student at-risk processes (if applicable)	07/31/09
Organize/implement/complete parent involvement processes	Ongoing
Plan, organize, conduct teacher/staff in-service	08/01/09
Conduct lottery and notify parents about status thereafter	04/01/09
Notify appropriate entity of enrollment & collect student info.	Ongoing
Organize/implement/complete technology orientation program	08/01/09
Organize/implement/complete professional development	Ongoing
School Begins	August 09

5 * ECD – Estimated Completion Date

6 **Subsequent Year Elements**

7 Projected Enrollment/Grades 800/Kindergarten through Grade 7 in Year Two

8 910/Kindergarten through Grade 8 in Year Three

9 Timetable

TASK	ECD*
Acquire/Lease facility and perform improvements for Phase 2	07/31/10
Continue to develop community partnerships	ongoing
Update Marketing Plan and materials	02/01/10
Market school to prospective students and parents	02/01/10
Order, complete arrangements to set up facility for Phase 2	07/31/10
Recruit, complete hiring of faculty	07/31/10
Review Board Policy & Procedures	07/31/10
Review Personnel Handbook	07/31/10
Review Student Handbook	07/31/10
Continue Curriculum Guides implementation	07/31/10
Review textbook/instructional materials list	07/31/10
Continue parent involvement processes	ongoing
Plan, organize, conduct teacher/staff in-service	ongoing
Conduct lottery and notify parents about status thereafter	04/01/10
Notify appropriate entity of enrollment & collect student info.	08/01/10
Review technology orientation program	08/01/10
Continue professional development	Ongoing
School Begins	August 10

10 * ECD – Estimated Completion Date

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

1 **PART I - GOVERNANCE AND MANAGEMENT**

2

3 A. **FOUNDING BOARD**

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

6 • Jason Hughes, is a resident of Sarasota, a parent of one child, a financial advisor with Morgan
7 Stanley and an active supporter of the Education Foundation.

8 • Michael Forbes, is a resident of Sarasota, a parent of two and business owner; his entrepreneurial
9 experience in starting and operating his own businesses provides the board with an excellent
10 perspective on marketing, and sound business principals.

11 • Dr. Sharon Peachey Marshall, is a native resident of Sarasota, and brings a rich perspective as a
12 practicing psychologist and former nutritionist for Sarasota Memorial Hospital.

13 • Debbie Veldkamp, is a resident of Sarasota County and her expertise as an experienced school
14 teacher and mother of three children provides the board with a strong perspective as an educator
15 and parent.

16 • Todd Menke, is a native resident of Sarasota, a parent of three children and President of Wendeman
17 Companies; he provides the board with a strong financial/business background and deep roots in
18 the community.

19 All founding group members plan to remain on to become Governing Board members. The transition to a
20 Governing Board will occur in February 2009 or within 30 days of execution of this Charter which ever is
21 later. It will include an organizational meeting to formally constitute the LLC. Training will be provided
22 by Imagine Schools Non-Profit regional staff.

23

24 B. **GOVERNING BOARD**

25 1. The School shall be operated by a Florida not-for-profit entity, and shall manage its activities and affairs.
26 Voting shall control the organization, and only the Governing Board shall vote. The officers shall consist
27 of, at a minimum, a president, a vice president, a treasurer, and a secretary.

Palmer Ranch Charter

- 1 2. The School’s governing body shall be its Governing Board. The Governing Board will consist of a
2 minimum of five (5) voting members with a majority of voting members constituting a quorum.
3 Following composition of the Governing Board, all replacement board members shall be appointed by
4 majority vote of the remaining board members subject to approval of Imagine Schools Non-Profit, which
5 shall not be unreasonably withheld or delayed, and such other requirements of the IRS as imposed to
6 maintain the School’s derivative tax exempt status. A board member may be removed during his/her
7 term only by a two-thirds majority vote of the board, subject to approval of Imagine Schools Non-Profit,
8 which shall not be unreasonably withheld or delayed, and such other requirements of the IRS as imposed
9 to maintain the School’s derivative tax exempt status. A majority of members will be local residents
10 (individuals who reside or work full-time in Sarasota County, Florida or counties adjacent to Sarasota
11 County (Charlotte, Desoto and Manatee Counties)). This board will develop and implement policies
12 regarding educational philosophy, program, and financial procedures. The Board will oversee assessment
13 and accountability procedures to assure that the School’s student performance standards are met or
14 exceeded. The School's Governing Board will include local representation from parents/guardians and
15 professionals qualified to support the School’s mission and the education of the School's students.
- 16 3. The School’s governing body will be held accountable to its students, parents/guardians, and the
17 community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in
18 Florida Charter School Statute, F.S. 1002.33.
- 19 4. The Governing Board, in consultation with School staff and administration, will be responsible for the
20 over-all policy decision making of the School, including the approval of the curriculum, the annual
21 budget, and the services and fees associated with the “Financial Arrangements Letter”.
- 22 5. Within 30 days of appointment to the School’s Governing Board, the members shall be fingerprinted
23 pursuant to § 1002.33(12)(g) Florida Statute.
- 24 6. The Governing Board shall not be involved in day-to-day operation of the School including supervision
25 of teachers, support, and contractual staff. Such staff will be directly supervised by the Principal or
26 Director.

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- 1 7. A School Advisory Council (SAC) will be established to facilitate achievement of the mission of the
- 2 School, and to ensure that the School meets the needs of the children and community it is developed to
- 3 serve. The Governing Board may serve as the SAC.
- 4 8. As indicated above, the School Principal/Director and support staff will be responsible for administrative
- 5 school functions, such as bookkeeping, pursuant to the rules and policies developed by the School's
- 6 Governing Board.
- 7 9. No member of the School's Governing Board or their immediate family will receive compensation,
- 8 directly or indirectly from the School's operations or from Imagine Schools Non-Profit, inc. Violation of
- 9 this provision or any violation of F.S. 112.313 shall constitute a material breach of the Contract.
- 10 10. The School's Governing Board will publish a calendar containing a schedule of all Governing Board
- 11 meetings for the school year, including the date and time of the meetings and their locations. All
- 12 Governing Board meetings shall be held in Sarasota County. The School will provide reasonable notice
- 13 to the Sponsor of any changes or cancellation of scheduled meetings, to the extent practical. The School
- 14 agrees to hold meetings at least quarterly, and monthly as needed.
- 15 11. The School agrees to allow reasonable access to its facilities and records to duly authorized
- 16 representatives of the Sponsor. Conversely, the Sponsor agrees to allow reasonable access to its records
- 17 to duly authorized representatives of the School to the extent allowable by law.

18

19 C. OPERATING AGREEMENT WITH IMAGINE SCHOOLS NON-PROFIT, INC.

- 20 1. The Operating Agreement between ISNP and the Governing Board of the School shall be submitted to the
- 21 Sponsor prior to the approval of the School's Contract. All amendments to the Operating Agreement and
- 22 the Governing Board of the School shall be submitted to the Sponsor within five (5) days of execution.
- 23 2. The Operating Agreement between the Governing Board of the School and ISNP shall require that ISNP
- 24 operate the School in accordance with the terms stipulated in the School's Contract and all applicable
- 25 laws, ordinances, rules, and regulations.

26

Palmer Ranch Charter

- 1 3. Any default or breach of the terms of this Operating Agreement by ISNP shall constitute a default or
- 2 breach under the terms of the Contract between the School and Sponsor.
- 3 4. In all activities, the Governing Board and ISNP will maintain an appropriate arms-length distance as
- 4 determined by Federal Internal Revenue Service guidelines.
- 5 5. The School will annually review the “Financial Arrangements Letter” and any changes to the indirect cost
- 6 identified in that document will require Governing Board approval.

7
8

9 D. SCHOOL ADMINISTRATION

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

- 11 • Masters Degree in Education Leadership
- 12 • Principal Certification preferred
- 13 • Multi years experience as a principal, assistant principal or headmaster in elementary and or
- 14 secondary schools
- 15 • Public School administrative experience preferred
- 16 • Multi years teaching experience

17

18 See **Appendix C** of the charter application for Principal Job Description

19

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

21

22 A. GRADE LEVELS TO BE SERVED

23 The School is designed to serve approximately 910 Kindergarten through eighth grade students. The

24 School will open with grades K-6, and phase-in grade 7 and 8 during years 2 and 3. The School will

25 utilize the Imagine Schools Standards-Based Curriculum, a comprehensive K-8 standards-based

26 instructional program that is aligned Florida Sunshine State Standards with embedded national

27 academic standards drawn from various national organizations.

28

29 B. STUDENTS

30 1. DEFINITION OF COMMUNITY

- 31 a. The parties agree that the community to be served by this Charter is defined as follows: The
- 32 School will serve any student eligible to attend a public school in Sarasota County.
- 33 b. The School further agrees that it shall achieve a racial/ethnic balance reflective of the
- 34 “community” it serves, as defined above or within the racial/ethnic range of other public

1 schools in the Sponsor's district; that it will not discriminate against students with disabilities
2 who are served in Exceptional Student Education programs (ESE) and students who are
3 served as English Language Learners (ELL) and that it shall not violate the anti-
4 discrimination provisions of Section 1000.05, Florida Statutes, the Florida Education Equity
5 Act and the 1990 Florida Consent Decree. The School shall guarantee admissions policies
6 will be nonsectarian.

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

10
11 C. STUDENT ADMISSION PROCEDURES AND CRITERIA

- 12 1. The School agrees to enroll an eligible student by accepting a completed application. By July 15, 2009,
13 if the registered enrollment is (a) less than 15 students in any grade level, or (b) less than 60% of the
14 School's total projected enrollment, the School shall comply with one of the following at least 30 days
15 prior to the first day of school:

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

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

20 If the number of applications exceeds the capacity of the program, class, grade level, or building, all
21 applicants shall have an equal chance of being admitted through a random selection process. Preference
22 may be given to siblings of students enrolled in the School, to the child of a member of the Governing
23 Board of the School, or to the child of an employee of the School.

- 24 2. If space becomes available during the academic year, admission will be given based on a random
25 selection of those desiring admission. In future years, pre-enrollment applications will be accepted with
26 a cutoff date no later than March 15th. If the number of applicants exceeds the capacity of the program,
27 class, grade level, or building, all applicants shall have an equal chance of being admitted through a
28 random selection process. The School reserves the right to extend the application deadline provided
29 sufficient public notice is given. Public notice shall include newspaper announcements, notice to
30 guidance counselors at area schools, flyers and bulletins throughout the community, and radio public

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- 1 service information announcements. Such public notice must include written notice and public service
2 announcement in any native language that represent at least 5% of the Sponsor's ELL population.
- 3 3. Enrollment is subject to compliance with the provisions of Section 1003.22, Florida Statutes, concerning
4 school entry health examinations and immunizations.
- 5 4. If the Charter is not renewed or is terminated, a student who attended the School may be enrolled in
6 another public school. Normal application deadlines shall be disregarded under such circumstances but
7 program enrollment limits will be maintained in specialized programs.
- 8 5. A student may withdraw from the School at any time and enroll in another public school, as determined
9 by School Board policy. The School shall work in conjunction with the parent(s) and the receiving
10 school to assure that, to the greatest extent possible, such transfers occur at logical transition points in the
11 school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and
12 academic achievement.
- 13 6. Exceptional students shall be provided with programs implemented in accordance with Federal, state and
14 local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA),
15 Section 504 of the Rehabilitation Act of 1973, Sections 1000.05 and 1001.42(4)(1) of the Florida Statutes,
16 and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:
- 17 • A non-discriminatory policy regarding placement, assessment, identification, and
18 selection;
 - 19 • Free appropriate public education (FAPE)
 - 20 • Individual Educational Plans (IEP's), to include an annual IEP meeting with the
21 student's family.
- 22 7. Students with disabilities will be educated in the least restrictive environment, and will be segregated
23 only if the nature and severity of the disability is such that education in regular classes with the use of
24 supplementary aids and services cannot be achieved satisfactorily. The School shall provide the
25 following levels of service, including required related services, to students with disabilities:
- 26 • General education classroom with consultation or direct instructional services as
27 needed by special education staff (80% or more of school day spent with non-
28 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 parents in
3 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 education
6 (FAPE) in the least restrictive environment. Those students whose needs cannot be adequately addressed
7 at the School should not be accepted for enrollment. Parents of students with disabilities will be afforded
8 procedural safeguards in their native language, consistent with the manner that those safeguards are
9 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 with
12 disabilities at the School, the Sponsor shall have the option to assume the defense of the case, at the
13 Sponsor's expense. If the Sponsor does not choose to assume the defense, the School shall defend the
14 case and bear all the costs of the hearing, including legal representation, including any applicable legal
15 fees.

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

19 • **Identification and Assessment**

- 20
21 ○ Home Language Survey, English language and programmatic assessment, ELL
22 Student Plan
23 ○ Classification, reclassification and monitoring
24 ○ ELL Committee
25

26 • **Equal Access to Appropriate Programming**

- 27 ○ Instruction in Intensive English/ESOL
28 ○ Basic Subject Areas (Math, Science, Social Studies, Computer Literacy) using ESOL
29 strategies taught by appropriate personnel
30 ○ Comply with the Sponsor's State-approved ELL Plan
31 ■ Criteria for identification, entry/exit, assessment instruments
32 ■ Individual ELL Student Plan in each student's cum folder
33 ■ Personnel trained and qualified (documented)
34 ■ Parent Leadership Council
35

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

38 • **Personnel**
39

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

21 D. STUDENT ASSESSMENT AND EVALUATION DESIGN

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

27 Grades 1 and above

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

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

- 33 • The school will meet and/or exceed the overall performance of the district as evidenced
- 34 by the amount of students demonstrating an annual learning gain in the reading and
- 35 mathematics sections of the FCAT-SSS.

- 1 • The school will meet and/or exceed the overall performance of the district as evidenced
2 by the amount of students meeting high standards in the reading, mathematics, writing
3 and science sections of the FCAT-SSS

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

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

8 3. In addition to the statewide assessment program, the School will utilize the following assessment
9 measures:

- 10 • Fall and spring administration of the SAT 10
11 • Imagine Writes
12 • School Climate Assessment:
13 • Classroom assessments
14
15
16
17

18 4. The School will determine student academic progress by identifying baseline academic levels,
19 benchmark testing throughout the year, determining rates of progress by grade level and individual
20 learning gains of each student.

21 5. The school will compare rates of academic improvement of students in the school with national progress
22 rates. Based on the demographical data provided by the Florida Department of Education, the School
23 will identify schools that are comparable demographically and that use the same measurements.

24 6. The School shall participate in the statewide Florida Comprehensive Assessment Test which includes
25 measures of student reading and math proficiencies in grades 3-10, writing at grade(s) 4, 8 and 10, and
26 science at grades 5, 8 and 10.

27 (a). The Sponsor shall provide the School with reports on district and state assessments in the
28 same manner as for all public schools in the district.

29 (b). For all state assessments the School will adhere to all legal requirement for testing exemptions
30 and accommodations for eligible ESE and ELL students

31 (c). The School will adhere to all testing requirements for promotion, retention and graduation
32 associated with the district's Student Progression Plan.

1 E. EDUCATIONAL PROGRAM

2 1. The School’s Curriculum will be correlated to all content areas of the Florida’s Sunshine State Standards
3 (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 able to
19 implement the School’s instructional plan.

20 3. The School shall ensure that its curriculum exposes students to the State’s curriculum frameworks to
21 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 collection
23 and recording of procedures, in order to assist the Sponsor in making a valid determination about the
24 degree to which student performance requirements, as stated in this Charter, have been met.

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

27

1 F. DISCIPLINE

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

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, transfer
- 5 another public school, or withdrawal to attend another school, will be transferred to the Sponsor in
- 6 accordance with Florida Statutes. Records will be transmitted to the sponsor's Records Retention
- 7 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 the
- 10 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 records,
- 12 except that such records will be immediately transferred to another Sarasota County public school when
- 13 requested by that school. Requests for student records from public or private schools outside of
- 14 Sarasota County and private schools within Sarasota must be made in writing. Only copies of requested
- 15 records may be provided. Copies only of student records may be provided to parents upon their request.
- 16 The School will retain the student's record for three (3) years after student withdrawal or until requested
- 17 by another Sarasota County public school, whichever comes first. At the end of the third year all inactive
- 18 student records will be returned to the Sponsor's Records Retention office.
- 19 6. The School will comply with all other public record retention requirements for non-student related
- 20 records.

21

22 **PART III – HUMAN RESOURCES**

23

24 A. EMPLOYMENT

- 25 1. The parties to this Charter agree that the School shall select its own employees.
- 26 2. The School agrees that its employment practices shall be nonsectarian.
- 27 3. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012,
- 28 Florida Statutes and the Federal No Child Left Behind statute and regulations.
- 29 4. The Administrator and all full-time teachers will be trained prior to the start of school in the most
- 30 relevant components of the School's staff development plan.

Palmer Ranch Charter

- 1 5. The School may not employ an individual to provide instructional services or to serve as a teacher's aide
2 if the individual's certification or licensure as an educator is suspended or revoked by this or any other
3 state.
- 4 6. The School may not knowingly employ an individual who has resigned from a school district in lieu of
5 disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any
6 school district with respect to child welfare or safety or who is under current suspension from any school
7 district.
- 8 7. The School agrees to disclose to the Sponsor and to the parents the qualifications of its teachers. The
9 School shall provide to the Sponsor and to parents, prior to the opening of school, the qualifications and
10 assignments of all staff members. Changes will be provided to the Sponsor at the end of each grading
11 period.
- 12 8. The School agrees to implement written policies and procedures for the hiring and dismissal of
13 personnel; policies governing salaries, contracts, unemployment compensation and benefits packages;
14 and the procedures for responding to a finding that a Governing Board member or staff member has a
15 criminal record. This policy will also detail the procedures for screening of all volunteers and mentors.
16 These personnel policies and procedures shall be provided to the Sponsor no later than two weeks prior
17 to the opening of school each year
- 18 9. The School shall require all employees including the members of the Governing Board to be
19 fingerprinted by an authorized law enforcement agency and processed by the State Department of Law
20 Enforcement and the Federal Bureau of Investigation for criminal background checks. The cost of
21 fingerprinting shall be borne by the School or the employees. The results of all such background
22 investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his/her
23 designee. The Governing Board's fingerprints shall be taken within one month of the contract signing
24 and subsequently within one month of new Governing Board members' assuming office. No employee
25 may be on campus with students until his/her fingerprints are taken. The school shall ensure that it
26 complies with fingerprinting and background check requirements, including those relating to vendors,
27 pursuant to Florida Statutes, Sections 1012.32 and 1012.465.
- 28 10. The School shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, and
29 the Florida Education Equity Act.

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

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

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

10
11 **A. FINANCIAL MANAGEMENT**

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

18 **B. REVENUE**

- 19 1. The School agrees to provide to the Sponsor proof of sufficient funds or a letter of credit to assure
20 prompt payment of operating expensed associated with the School, including but not limited to, the
21 amount of any lease payments, teacher and other staff salaries and benefits, transportation costs, etc. The
22 parties stipulate that this sum shall be no less than two (2) months operating expenses as defined by the
23 Charter School Earning Report provided by the Sponsor. This Charter is contingent upon the School
24 providing evidence of such funds no later than 30 days prior to the opening of school each year.
25 Additionally the School shall provide annually to the Sponsor, no later than July 1, an operating budget
26 for the upcoming school year.
- 27 2. The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or a
28 special program in a school in the Sponsor’s district. The basis of the funding shall be the sum of the
29 Sponsor’s operating funds from the Florida Education Finance Program (FEFP) as provided in Section
30 1001.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds,

Palmer Ranch Charter

1 discretionary lottery funds and funds from the Sponsor's district current operating discretionary millage
2 levy, divided by the total funded weighted full-time equivalent students (WFTE) in the Sponsor's district;
3 multiplied by the weighted full-time equivalent students for the School.

- 4 3. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its
5 proportionate share of categorical program funds included in the total funds available in the FEFP by the
6 Legislature, including transportation. Federal and State Categorical appropriations will be expended
7 through the appropriate Sponsor accounts to insure compliance with applicable grant restrictions
- 8 4. Funding for the July and August disbursements shall be based on the number of students registered with
9 the Sponsor on July 1st. Total funding for the School shall be recalculated to reflect the district's 10 day
10 adjustments, and revised calculations under the FEFP by the State and the actual WFTE students reported
11 by the School during the full-time equivalent survey periods designated by the Commissioner of
12 Education. The adjusted calculation will be distributed in monthly earnings disbursements. Additionally,
13 funding for the School shall be adjusted during the year as follows:

- 14 b. In the event of a state holdback or a proration, which reduces Sponsor funding, the School's
15 funding will be reduced proportionately.
- 16 c. In the event that the Sponsor exceeds the state cap for WFTE for Group 2 programs
17 established by the Legislature resulting in unfunded WFTE for the Sponsor, then the School's
18 funding shall be reduced to reflect its proportional share of any unfunded WFTE.
- 19 d. The School's funding shall be capped at 100% of its projected enrollment for any given
20 school year.

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

Palmer Ranch Charter

1 The monthly Budget and Disbursement Report

2 The School's Annual Report

3 The School's Year End Financial Statement

4 The School's Annual Independent Financial Audit

- 5 6. The Sponsor shall retain an administrative fee of 5% of the available funds as defined in paragraph B, 2
6 of this Part for the administration of the Charter. However, the Sponsor shall only withhold the 5%
7 administrative fee for enrollment up to and including 500 students. For charter schools with a population
8 of 501 or more students the difference between the total administrative fee calculation and the amount of
9 the administrative fee withheld may only be used for capital outlay purchases specified in S. 1013.62(2).
10 Service provided under the 5% administrative fee shall including processing the application and the
11 academic and financial monitoring required of the Sponsor by law. Also included in this fee are the
12 following Sponsor services: pony delivery system, FTE and data reporting, student reassignments,
13 exceptional student education administration, test administration, processing of teacher certification data,
14 information services, and procurement of materials through the purchasing warehouse. If the School
15 requests services from the Sponsor beyond those stated above, the Sponsor and the School will enter into
16 a separate written agreement approved by both parties. If goods and services are made available to
17 School under such agreements they shall be provided at a rate no greater than the Sponsor's actual cost,
18 unless otherwise agreed. The funds required to provide these services will be deducted from the School's
19 revenue disbursements.
- 20 7. The Sponsor shall provide the distribution of funds reconciliation with each revenue disbursement to the
21 School.
- 22 8. At regular intervals, the Sponsor shall monitor the School's progress towards the goals established in this
23 Charter and shall monitor the revenues and expenditures of the School.
- 24 9. In any programs or services provided by the Sponsor which are funded by federal funds and for which
25 federal dollars follow the eligible student, the Sponsor agrees, upon adequate documentation from the
26 School, to provide the School with the federal funds received by the Sponsor's district if the same level
27 of service is provided by the School, provided that federal law or regulation does not prohibit this
28 transfer of funds.
- 29 10. The School agrees to comply with the Sponsor's rules, policies and procedures for federal and state
30 Grants Management for grants submitted through the Sponsor, which include, but are not limited to:

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- 1 a. Working with the Grants Management Department and the Supervisor of Charter Schools to
- 2 facilitate Sponsor's approval for all federal and state grants;
- 3 b. Submitting a Grant Application Executive Summary Form and grant description for each such
- 4 grant processed, and submitting an annual end-of-the-year Grant Final Report.
- 5 c. Ensuring that all grant indirect costs are appropriated to the district for applicable Federal
- 6 Grants that are approved, monitored and/or disbursed by the Sponsor.
- 7 11. The School shall comply with all Sponsor rules when utilizing the Sponsor's warehouse for purchasing,
- 8 ordering supplies, textbook ordering, the processing of library media materials, and the marking and
- 9 inventory of fixed assets valued at \$750.00 or greater. A cumulative listing of all property valued over
- 10 \$750 purchased with public funds i.e., FEFP, grant, and any other public-generated funds; and a
- 11 cumulative listing of all property valued at more than \$750 purchased with private funds will be
- 12 submitted yearly along with the annual audited financial statements. These lists will include: (1) date of
- 13 purchase; (2) item purchased; (3) cost of item; and (4) item location.
- 14 12. The School shall not charge tuition or fees, except those fees normally charged by other public schools,
- 15 nor levy taxes or issue bonds secured by tax revenues.
- 16 13. Any year-end surplus of funds shall be carried forward as part of the school's operating budget for the
- 17 subsequent school year.

18

19 C. REPORTING OF STUDENT PARTICIPATION FOR FUNDING

- 20 1. Consistent with the Sponsor's procedures for establishing all schools' enrollment projection for the
- 21 following year, the Charter School shall suggest the capacity of each grade level and of the school as a
- 22 whole, based upon the application, the educational program, the School's financial status, and the facility.
- 23 The School and the Sponsor shall reach agreement on the final determination of the official enrollment
- 24 projection within the same time line as for all schools in the district. Absent further agreement by the
- 25 Sponsor, the School will not be funded for more students than the agreed upon enrollment projection. The
- 26 final K-8 determination shall not be less than the following: 414 FTE (Year One/2009-2010), 680FTE
- 27 (Year Two/2010-2011), 910 FTE (Year Three/2011-2012), 910 FTE (Year Four/2012-2013), and 910
- 28 FTE (Year Five/2013-2014), unless mutually agreed upon by both parties.

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- 1 2. By July 1 of each year, the School shall report to the Sponsor the names and addresses of all registered
2 students, their current school attendance zone and projected FEFP category. The School will also
3 provide a completed Reassignment form for each student by July 1st of each year.
- 4 3. The School will report the daily attendance of each student to the Sponsor to meet District attendance
5 reporting requirements.
- 6 4. The School agrees to report its student enrollment to the Sponsor as provided in Section 1001.62, Florida
7 Statutes, and in accordance with the definitions in Section 1001.61, Florida Statutes, at the agreed upon
8 intervals and using the method used by the Sponsor's district when recording and reporting cost data by
9 program. The Sponsor agrees to include the School's enrollment in the Sponsor's district when
10 recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in
11 the Sponsor's district report of student enrollment.
- 12 5. If the School submits data relevant to FTE or Federal funding that is later determined through the audit
13 procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United
14 States Department of Education or the Sponsor for any errors or omissions in data that the School
15 submitted. The Sponsor shall deduct the any such adjustments from the School's subsequent revenue
16 disbursements.

17
18 D. FACILITIES AND PROPERTY

- 19 1. The Property consists of approximately 54,000 square feet of air conditioned space to be constructed in the
20 Meridian Business Center located at 6100 McIntosh Road, Sarasota, Florida. In the event, the School
21 determines that alternative or expanded facilities are required; the School will notify the Sponsor of such
22 change or expansion.
- 23 2. The School shall utilize facilities that comply with the Florida Building Code, pursuant to chapter 553,
24 and the Florida Fire Prevention Code, pursuant to chapter 633, as adopted by the authority in whose
25 jurisdiction the facility is located. The School shall provide the Sponsor with a list of the facilities to be
26 used and their location. The School agrees to periodic health and safety inspections conducted by
27 district safety staff.
- 28 3. This Charter is contingent upon the School securing appropriate facilities at least one month prior to the
29 first day of school for students each year. The School must provide a copy of the lease agreement or
30 ownership documents and certificate of occupancy documenting compliance with all applicable codes, by

1 that date. If the School is not in compliance by that date, the Charter shall terminate unless the School
2 provides, to the satisfaction of the Superintendent by two weeks prior to the opening of school, a
3 contingency plan enabling the School to open by the first day of the school year. If the School will
4 change sites or facilities during the school year, the School shall provide the Sponsor a copy of the lease
5 agreement or ownership documents and certificate of occupancy documenting compliance with all
6 applicable codes one month prior to the move. If the School is not in compliance by that date, the
7 Charter shall terminate unless the School provides, to the satisfaction of the Superintendent by two weeks
8 prior to the move date, a contingency plan enabling the School to remain open during the transition.

9 4. If the Sponsor has facilities or property, including textbooks, available as surplus, marked for disposal, or
10 otherwise unused, it may be provided for the School's use on the same basis as such property is made
11 available to other public schools. The School may not sell or dispose of such property without the
12 written permission of the Sponsor.

13 5. In the event the School is dissolved or is otherwise terminated, all of the School's property and
14 improvements, furnishings, and equipment, subject to settlement of any outstanding liens or
15 encumbrances, purchased with public funds, in part or in whole, or surplus property obtained from the
16 Sponsor shall be peacefully delivered to the Sponsor and automatically revert to full ownership by the
17 Sponsor.

18
19 E. TRANSPORTATION

20 1. The School agrees to provide transportation of the School's students consistent with the requirements of
21 Florida Statutes. The School further agrees to ensure that transportation shall not be a barrier to equal
22 access for any student residing within reasonable distance of the School as determined in the School's
23 designated district as determined in Section II, B, 1a

24 2. Should the School choose to schedule its instructional day to accommodate the Sponsor's regular bus
25 transportation schedules, the Sponsor agrees to provide transportation to and from School for students
26 residing along already established transportation routes in the Sponsor's district. The Sponsor and the
27 School shall negotiate the compensation for transportation services and the Sponsor shall deduct such
28 amount from the School's revenue disbursements.

29 3. The School may enter into a separate agreement with the Sponsor to receive additional transportation
30 services for extracurricular events, field trips, and other activities.

1 F. FOOD SERVICES

2 The School shall comply with the federal requirements for free and reduced meal service. If the School
3 utilizes the Sponsor for the provision of free and reduced meal service, the parents of students eligible for
4 free or reduced priced meals must complete an application and submit it to the Sponsor’s Food and
5 Nutrition Services Department for review and processing. The School shall be responsible for picking up
6 meals or may contract with the Sponsor for delivery. If the School desires meal service for students not
7 eligible for free or reduced priced meals, the Sponsor will provide such meals at the regular rate per
8 student. If meal service is utilized, the School and the Sponsor shall enter into a separate contract.

9

10 G. FINANCIAL REPORTING

- 11 1. The School agrees that it will submit to the Sponsor in a timely manner, the information specified in
12 Section 1010.20, Florida Statutes and State Board Rule 6A-1.001, 6A-1.0071, 6A-7.095 and 6A-5.071.
- 13 2. The School will maintain all financial records, which constitute their accounting system in accordance
14 with the accounts, and codes prescribed in the most recent issuance of the publication titled “Financial
15 and Program Cost Accounting and Reporting for Florida Schools.” The School will provide year-end
16 financial report and program cost report information in the state-required formats for inclusion in the
17 district reporting in compliance with F.S.1011.60. The School’s year-end unaudited financial report will
18 be submitted to the Sponsor’s Finance Office on or before August 15th of each year of the Charter. The
19 School’s program cost report will be submitted to the Sponsor’s Finance Office on or before August 30th
20 of each year of the Charter.
- 21 3. The School will submit the “School Budget and Disbursement Report” to the Sponsor’s Finance Office
22 within thirty-five (35) calendar days after the end of each month in a format designated by the Sponsor.
- 23 4. The asset and liability projections required by the application, which are incorporated into the Charter,
24 shall be compared with the information provided in the annual report of the School. The charter shall
25 ensure that, if the charter school independent audit reveals a deficit financial position, the auditors are
26 required to notify the charter school Governing Board, the Sponsor, and the Department of Education.
27 The independent auditor shall report such findings in the form of an exit interview to the principal or the
28 principal administrator of the charter school and the chairperson of the Governing Board within 7
29 working days after finding the deficit position. A final report shall be provided to the entire Governing
30 Board within 7 working days after finding deficit position. A final report shall be provided to the entire

1 Governing Board, the Sponsor, and the Department of Education within 14 working days after the exit
2 interview.

- 3 5. The School agrees to submit to an annual audit in compliance with the “Charter School Audit Guide”
4 from the state Auditor General’s office showing all revenues received from all sources and all
5 expenditures for services rendered. The audit shall be conducted by any or all of the following: the
6 Sponsor, the Auditor General, or by an independent auditor selected by the School. The School further
7 agrees to provide the Sponsor with a copy of such an audit, as well as any response to the auditor’s
8 findings, by November 1st. The School shall be responsible for the payment of any costs associated with
9 an independent audit. The Sponsor reserves the right to perform additional audits at its own expense as
10 part of the Sponsor’s financial monitoring responsibilities as it deems necessary. The Sponsor will notify
11 the School of this procedure in a timely manner.

12
13 **PART V - GENERAL PROVISIONS**

14
15 A. CHARTER RENEWAL, MODIFICATION AND TERMINATION

- 16 1. This Charter may be renewed as provided for in Section 1002.33, Florida Statutes.
- 17 2. This Charter may be modified during its initial term or any renewal term upon recommendation of the
18 Sponsor or the School Governing Board provided such modifications are agreed to in writing and
19 executed by both parties.
- 20 3. At the end of the term of this Charter, the Sponsor may choose not to renew the Charter for any of the
21 following grounds:
- 22 a. Failure to participate in the state’s accountability system created in s.1008.31, as required in
23 this section or failure to meet the requirements for student performance as set forth in this
24 Charter.
- 25 b. Failure to meet the requirements for financial reports or meet generally accepted standards of
26 fiscal management.
- 27 c. Violation of law.
- 28 d. Other good cause shown.

Palmer Ranch Charter

- 1 4. During the term of this Charter the Sponsor may terminate this Charter for any of the grounds listed
2 above in paragraph 3, or if insufficient progress has been made in attaining the student achievement
3 objectives of this Charter, and if it is not likely that such objectives can be met before the expiration of
4 the Charter.
- 5 5. The Sponsor may terminate the Charter if the Charter School consistently fails to submit required
6 financial and annual reports in a timely fashion as stated in this Charter.
- 7 6. This Charter may be terminated immediately if the Sponsor determines that good cause has been shown
8 or if the health, safety, or welfare of the students is threatened. The Sponsor shall assume the operation
9 of the School under these circumstances. The School agrees to submit all school records to the Sponsor's
10 designee within fifteen (15) business days in the event this Charter is terminated pursuant to this
11 paragraph.
- 12 7. Except in cases of immediate termination as specified in Section 6 above, at least ninety (90) days prior
13 to renewing or terminating this Charter, the Sponsor shall notify the governing body of the School of the
14 proposed action, in writing. A notice to terminate the Charter shall state in reasonable detail the grounds
15 for the proposed action and stipulate that the School's governing body may, within fourteen (14) calendar
16 days of receiving the notice, request an informal hearing before the Sponsor. The Sponsor shall conduct
17 the informal hearing within thirty (30) calendar days of receiving a written request from the School's
18 governing body. The School's governing body may, within fourteen (14) calendar days after receiving
19 the Sponsor's decision to terminate or refuse to renew this Charter, appeal the decision to the State Board
20 of Education pursuant to the procedure established in Section 1002.33, Florida Statutes. The School
21 shall notify the Sponsor in writing at least 120 calendar days prior to the expiration of this Charter as to
22 the School's intent to renew or not to renew. The School agrees to submit all school records to the
23 Sponsor without delay upon the expiration of this Charter.
- 24 8. If this Charter is not renewed or is terminated, the governing body of the School shall be responsible for
25 all the debts of the School. The Sponsor shall not assume the debt from any contract for services made
26 between the governing body of the School and a third party, except for a debt previously detailed and
27 agreed upon, in writing, by both the Sponsor and the governing body of the School and that may not
28 reasonably be assumed to have been satisfied by the Sponsor.

29

1 B. DISPUTES AND CONCERNS

2 It is the understanding of both parties that any areas of concern will be shared in writing and that
3 each party agrees to provide written feedback to the other within two weeks of a concern being
4 identified. The sole and exclusive jurisdiction for any legal action brought under this Charter shall
5 be in the Circuit Court of the 12th Judicial Circuit in and for Sarasota County, Florida.
6

7 C. STATUTORY AND SPONSOR RULE REQUIREMENTS

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

11 2. The School shall be in compliance with all statutes, rules and regulations pertaining to student health,
12 safety and welfare.

13 3. The school agrees to adhere to a policy of non-discrimination in educational programs/activities and
14 employment and strives affirmatively to provide equal opportunity for all and shall be in compliance with
15 the following:

16 a. Title VI of the Civil Rights Act of 1964 – prohibits discrimination on the basis of race,
17 religion, or national origin.

18 b. Title VII of the Civil Rights Act of 1964, as amended – prohibits discrimination in
19 employment on the basis of race, religion, or national origin.

20 c. Title IX of the Education Amendments of 1972 – prohibits discrimination on the basis of
21 gender.

22 d. Age discrimination in Employment Act of 1967 (ADEA), as amended – prohibits
23 discrimination on the basis of age with respect to individuals who are at least 40.

24 e. Section 504 of the Rehabilitation Act of 1973 – prohibits discrimination against the disabled.

25 f. Americans with Disabilities Act of 1990 (ADA) – prohibits discrimination against individuals
26 with disabilities in employment, public service, public accommodations and
27 telecommunications.

28 g. The Family and Medical Leave Act of 1993 (FMLA) – requires covered employers to provide
29 up to 12 weeks of unpaid, job protected leave to “eligible” employees for certain family and
30 medical reasons.

Palmer Ranch Charter

- 1 h. Florida Educational Equity Act – prohibits discrimination on the basis of race, gender,
2 national origin, marital status, or handicap against a student or employee.
 - 3 i. Florida Civil Rights Act of 1992 – secures for all individuals within the state freedom from
4 discrimination because of race, religion, sex, national origin, age, handicap or marital status.
 - 5 j. Individuals with Disabilities Education Act (IDEA- 2004) guaranteeing a free appropriate
6 public education (FAPE) to all disabled students.
 - 7 k. Florida Consent Decree (1990) providing the legal framework for the provision of educational
8 services and equal access for Limit English Proficient students
 - 9 l. The Federal No Child Left Behind Act
- 10 4. The School agrees to comply with all Sponsor rules, policies and procedures regarding Safe and Drug
11 Free Schools, including Drug Free Workplace, Drug Free School zones and tobacco use on school
12 grounds.
 - 13 5. The School shall annually complete and submit to the Sponsor, a Critical Incident Plan in the format
14 designed by the Sponsor, according to the timelines required for all district schools.
 - 15 6. The School shall, in the interest of student and staff health and safety, conduct and document fire and
16 severe weather drills in the same manner and frequency as required by other district schools.
 - 17 7. The School and Sponsor shall comply with Section 1002.33, Florida Statutes, relating to charter schools
18 and any amendments thereto.

20 D. ANNUAL REPORT

- 21 1. The governing body of the School shall report its progress annual to the Sponsor, which shall forward the
22 report to the Commissioner of Education by the date specified by the Florida Department of Education.
23 The Department of Education shall include in its compilation a notation if a school failed to file its report
24 by the deadline established by the Department. The Schools annual report shall be prepared utilizing
25 the template provided by the Florida Department of Education and shall contain all required components
26 pursuant to F.S. 1002.33 including:
 - 27 a. Student achievement performance data, including the information required for the annual
28 school report in the education accountability system governed by s.1008.31 and 1008.345.
29 Charter schools are subject to the same accountability requirements as other public schools,
30 including reports of student achievement information that links baseline student data to the

1 school's performance projections as identified in the charter. The charter school shall identify
2 reasons for any difference between projected and actual student performance.

3 b. Financial status of the charter school, which must include revenues and expenditures at a level
4 of detail, which allows for analysis of the ability of the ability to meet financial obligations
5 and timely repayment of debt.

6 c. Documentation of the facilities in current use and any plan facilities for the use by the charter
7 school for instruction of students, administrative functions, or investment purposes.

8 d. Descriptive information about the charter school personnel, including salary and benefit levels
9 of charter school employees, the proportion of instructional personal who hold professional or
10 temporary certificates and the proportion of instructional personnel teaching in field or out of
11 field.

12

13 E. INDEMNIFICATION

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

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F. INSURANCE

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

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Charter to be executed by their respective undersigned officials this ____ day of _____, 2008

THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

CHARTER SCHOOL

BY: _____

BY: _____

Approved for Legal Content
December 2, 2008, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH