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THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

CHARTER CONTRACT

FOR

ISLAND VILLAGE MONTESSORI CHARTER SCHOOL, INC

dba

Island Village Montessori School

Island Village Middle School

Island Village Montessori North

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

2 **CHARTER FOR**

3 **ISLAND VILLAGE MONTESSORI CHARTER SCHOOL, INC.**

4 **dba**

5 **Island Village Montessori School**

6 **Island Village Middle School**

7 **Island Village Montessori North**

8
9
10 This Charter between The School Board of Sarasota County, Florida, (“Sponsor”) and the **ISLAND VILLAGE**
11 **MONTESSORI CHARTER SCHOOL, INC.**, a nonprofit organization, organized under the laws of the State of
12 Florida, (“School”).

13
14 It is the intent of the parties that this Charter shall constitute the School's charter contract. All previous charter
15 contracts between the parties are hereby terminated.

16
17 This Charter renewal shall become effective **07/01/2010** or upon signing by both parties, whichever date is later, and
18 shall be for a term of 15 years from the effective date and ending on **06/30/2025** unless sooner terminated.

19
20 The School shall follow the Sponsor’s school calendar for each year this contract is in effect.

21
22
23 **PART I - GOVERNANCE AND MANAGEMENT**

24 A. **GOVERNING BOARD**

- 25 1. The School shall be operated by a Florida not-for-profit entity, and a governing board shall
26 manage its activities and affairs. The officers shall consist of a president, a vice president, and a
27 secretary/treasurer. The bylaws adopted by the Board are attachment “A” in the appendices.
- 28 2. The School’s governing body shall be its governing board (“Board”). Voting shall control the
29 School. Only the Board shall vote. The Board shall consist of five (5) voting members. A majority

1 of voting members shall constitute a quorum. Board members shall reside in Sarasota or adjacent
2 counties, Florida. The board shall develop and implement policies regarding educational
3 philosophy, program, and financial procedures. The Board shall oversee assessment and
4 accountability procedures to assure that the School's student performance standards are met or
5 exceeded.

6 3. The Board shall be held accountable to its students, parents/guardians, and the community at large,
7 through a continuous cycle of planning, evaluation, and reporting as set forth in 1002.33 F.S.

8 4. The Board, in consultation with School staff and administration, shall be responsible for the
9 over-all policy decision making of the School, including the approval of the curriculum and the
10 annual budget.

11 5. Board members shall be fingerprinted pursuant to 1002.33(12) (g) F.S. either within one month of
12 the contract signing or within one month of new governing board members' assuming office.

13 6. The Principal or Director shall be responsible for the day-to-day operation of the School including
14 direct supervision of teachers, support, and contractual staff. Pursuant to rules and policies
15 developed by the Board and under the supervision of the Principal or Director, support staff shall
16 be responsible for administrative functions, including bookkeeping.

17 7. A School Advisory Council (SAC) shall be established to facilitate achievement of the mission of
18 the School, and to ensure that the School meets the needs of the children and community it is
19 developed to serve. The Board may serve as the SAC.

20 8. No member of the School's governing board or their immediate family shall receive compensation,
21 directly or indirectly from the school's operations. Violation of this provision or any violation of
22 112.313 F.S. shall constitute a material breach of this Contract.

23 9. The Board shall publish a calendar, on the school Website, containing a schedule of all Board
24 meetings for the school year, including the date, time and locations of the meetings. All Board
25 meetings shall be held in Sarasota County. The School shall provide, to the extent practical,
26 reasonable notice to the Sponsor of changes or cancellation of scheduled meetings. The Board
27 shall hold monthly meetings during the school year.

1 10. The School shall, to the extent allowed by law, provide reasonable access to its facilities and
2 records to duly authorized representatives of the Sponsor. The Sponsor shall allow reasonable
3 access to its records to duly authorized representatives of the School to the extent allowable by
4 law.

5
6
7 C. **MANAGEMENT COMPANIES**

8
9 1. If a management company will be operating or providing significant support to the School, the
10 contract between the management company and the Board shall be submitted to the Sponsor prior
11 to the approval of the School's Contract. All amendments to the contract between the management
12 company and the Board shall be submitted to the Sponsor within five (5) business days of
13 execution.

14 2. The contract between the Board and the management company shall include a provision that the
15 management company in operating or providing significant support to the School shall comply
16 with the terms and conditions of this Contract and all applicable laws, ordinances, and
17 regulations.

18 3. Any default or breach of the terms of this Contract by the management company shall constitute a
19 default or breach under the terms of the Contract between the Board, School and Sponsor.

20 4. The Board and management company shall transact business at an arms length distance as defined
21 by Internal Revenue Service guidelines.

22
23
24 **PART II - ACADEMIC DESIGN AND ACCOUNTABILITY**

25 A. **GRADE LEVELS TO BE SERVED** The school will serve grades Kindergarten through 8th grade.

26 B. **STUDENTS**

27 1. **DEFINITION OF COMMUNITY**

28 C. a. The Sponsor and the School agree that the community to be served by this Charter is defined as
29 follows: Students in grades Kindergarten through 8th residing in Sarasota County. Enrollment is also open
30 to Charlotte and Manatee County students.

1 b. The School shall achieve a racial/ethnic balance reflective of the “community” it serves,
2 as defined above or within the racial/ethnic range of other public schools in the Sponsor’s
3 district; that it shall not discriminate against students with disabilities who are served in
4 Exceptional Student Education programs (ESE) and students who are served as English
5 Language Learners (ELL) and that it shall not violate the anti-discrimination provisions
6 of Section 1000.05, Florida Statutes, the Florida Education Equity Act and the 1990
7 Florida Consent Decree. The School shall guarantee admissions policies will be
8 nonsectarian.

9 2. PARTICIPATION IN INTERSCHOLASTIC EXTRACURRICULAR ACTIVITIES

10 Students at the School are eligible to participate in an interscholastic extracurricular activity at the
11 public school to which the student would be otherwise assigned to attend pursuant to F.S. 1006.15
12 (3)(d) F.S.

13 C. STUDENT ADMISSION PROCEDURES AND CRITERIA

- 14 1. If the number of applications exceeds the capacity of the program, class, grade level, or building,
15 all applicants shall have an equal chance of being admitted through a random selection process.
16 The school will advertise openings for the upcoming school year in a 30 day open enrollment
17 period. The open enrollment will be held between January and February of the current school
18 year. All applicants will be accepted within the 30 day period if there is space available per grade
19 level. If applications exceed the number of openings at specific grade levels, a random selection
20 process will be applied. Following the 30 day open enrollment period, all applications will be
21 taken on a first come first served basis as long as the school can meet ESE requirements for
22 incoming students. Preference may be given to siblings of students enrolled in the School, to the
23 child of a member of the Board of the School, or to the child of an employee of the School.
24 Failure to comply with this requirement may result in termination by the Sponsor.
- 25 2. If space becomes available during the academic year, a waiting list will be established determined
26 by a first come first served basis by grade level.
- 27 3. Public notice shall include newspaper announcements, notice to guidance counselors at area
28 schools, flyers and bulletins throughout the community, and/or radio public service information

1 announcements. Such public notice must include written notice and/or public service
2 announcement in any native language that represent at least 5% of the Sponsor's ELL population.
3 Public notice shall also include notice of the cut-off or deadline any application process.

4 4. Enrollment is subject to compliance with the provisions of Section 1003.22, F. S., concerning
5 school entry health examinations and immunizations.

6 5. If the Charter is not renewed or is terminated, a student who attended the School may be enrolled
7 in another public school. Normal application deadlines shall be disregarded under such
8 circumstances but program enrollment limits will be maintained in specialized programs.

9 6. A student may withdraw from the School at any time and enroll in another public school, as
10 determined by School Board policy. The School shall work in conjunction with the parent(s) and
11 the receiving school to assure that, to the greatest extent possible, such transfers occur at logical
12 transition points in the school year (e.g. grading periods or semester breaks) that minimize impact
13 on the student grades and academic achievement.

14 7. Exceptional students shall be provided with programs implemented in accordance with Federal,
15 state and local policies and procedures; and, specifically, the Individuals with Disabilities
16 Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, Sections 1000.05 and
17 1001.42(4) (l) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This
18 includes, but is not limited to:

- 19 a. A non-discriminatory policy regarding placement, assessment, identification, and
20 selection;
- 21 b. Free appropriate public education (FAPE);
- 22 c. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's
23 family.

24 8. Students with disabilities will be educated in the least restrictive environment, and will be
25 segregated only if the nature and severity of the disability is such that education in regular classes
26 with the use of supplementary aids and services cannot be achieved satisfactorily. The School
27 shall provide the following levels of service, including required related services, to students with

1 disabilities: general education classroom with consultation or direct instructional services as
2 needed by special education staff (80% or more of school day spent with non-disabled peers).

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

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

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

- 19 9. For English Language Learner (ELL) students the School shall follow the procedures detailed in
20 the 1990 Florida Consent Decree and the Sponsors-ELL (English Language Learner) Plan. Such
21 procedures must include but are not limited to the following:

22 • **Identification and Assessment**

- 23
24 ○ Home Language Survey, English language and programmatic assessment, ELL
25 Student Plan
26 ○ Classification, reclassification and monitoring
27 ○ ELL Committee
28

29 • **Equal Access to Appropriate Programming**

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

- Personnel trained and qualified (documented)
- Parent Leadership Council

- **Equal Access to Appropriate Categorical and Other Programs for ELL Students** (ESE, gifted, dropout prevention, Title I, and home-school communications)
 - Policies and procedures are implemented to ensure that refugee, immigrant registered and undocumented aliens, national origin and racial minority students are provided equal access to free and appropriate schooling.
- **Personnel**
 - Category II Teachers (Basic Subject Areas): math, science, social studies, Computer Literacy – 60 in-service points or 3 credit hours – survey course (Empowering for Content Teachers)
 - Category I Teachers (Reading K-12, Elementary K-5, English/Language Arts 6-12 and ESE self-contained): 300 in-service points or 15 credit hours – ESOL Applied Linguistics, Cross-Cultural Communication, ESOL Curriculum, ESOL Methods, and ESOL Testing and Evaluation
 - Category III Teachers (Other Subject Areas): media, PE, art, music, etc. – 18 in-service points or 3 credit hours – survey course (Empowering for Other Teachers)
- **Monitoring Issues**
 - Identification and Assessment
 - Modified curriculum and appropriate materials
 - Appropriate and qualified personnel
 - Parent involvement
- **Outcome Measures**
 - Program effectiveness
 - Comparison of ELL/non-ELL student criteria

D. STUDENT ASSESSMENT, PROGRESS MONITORING AND SCHOOL PERFORMANCE GOALS

1. The School shall at minimum use research-based formative assessments that are required by the state or district to monitor student progress in reading, math, and writing. Students will be tested within the first 20 days of school to determine baseline progress. Academic interventions will be determined based on these results:
 - a. Students will be retested in January and again within 20 days from the end of school as one measure of annual progress in math, reading, and writing.
 - b. Students will also participate in current state testing requirements. These summative measures will be used to form flexible ability groupings and design intensive instruction.
 - c. They will be compared with classroom assessments to drive instruction for each student.
2. The school will follow all applicable state guidelines in terms of academic progress benchmarks for reading, writing, math, and science. The school is currently considered a high performing school and will continue to reassess at least annually its progress toward meeting school

1 performance objectives. The school will use state measures and reports to determine student rates
2 of progress and how they compare to other populations in the state.

3 3. To the extent practicable, the School shall participate in statewide assessment, both formative and
4 summative, which includes measures of student reading, writing, mathematics, and science, end-
5 of-course exams, and college entrance exams (for all applicable grade levels served at the school).

6 a. For all state assessments the School will adhere to all legal requirement for testing
7 exemptions and accommodations for eligible ESE and ELL students.

8 b. The School will adhere to all state and district procedures for test administration and test
9 security in order to ensure the validity of all test results.

10 c. The School shall adhere to all state and district procedures for test administration and
11 test security in order to ensure the validity of all test results.

12 6. The Sponsor shall provide the school with reports on district and state assessments in the same
13 manner as for all public schools in the district.

14 E. EDUCATIONAL PROGRAM AND SCHOOL IMPROVEMENT PLANS

15 1. Island Village Montessori School and Island Village Montessori North were originally chartered in
16 2001 and 2005 as Montessori programs for grades K-5. The Island Village Middle School was
17 chartered as a program that emphasized the Montessori philosophy with an emphasis in computer-
18 based instruction. IVMS will continue its focus on the Montessori curriculum, philosophy, and
19 methodology. The Montessori method is a well-established curriculum that is over 100 years old
20 and has successfully emigrated to almost every country in the world. There are presently over
21 6,000 Montessori schools in the United States alone including over 150 Montessori charter
22 schools as well as hundreds of magnet schools across the country. The Montessori methodology
23 emphasizes a constructivist approach to learning. IVMS uses a co-teaching, multi-age model, a
24 slightly larger student group size with a lower student to teacher ratio (approximately 1:13 at all
25 levels). Montessori is based on a developing partnership between students and educator that
26 responds to the needs of all children, not just ESE or gifted populations. Differentiating
27 instruction is a hallmark of the Montessori methodology as well as the use of instructional
28 materials to teach advanced concepts to young children. Children progress from practice with

1 concrete materials to exercises on paper and in digital form. Older students continue
2 individualized learning through the use of Web-based and computer-assisted instruction. The
3 school will continue this model of instruction with a mixture of Montessori materials for younger
4 students and computer based instruction for older students over the course of the charter contract.
5 Students also are taught to be self-directed learners who are responsible for their learning through
6 the use of work plans and academic contracts that become more extensive over time and
7 experience in the system. IVMS graduates are prepared to meet the academic challenges of high
8 school. The school will continue its focus in the development of self-direction, self-advocacy, and
9 responsibility for learning. The Montessori method considers mastery in these areas to be as
10 important in as academic achievement.

11
12 Reading shall be emphasized across the curriculum. The pre-kindergarten, kindergarten through
13 2nd grade level will emphasize oral language development, sound-symbol correspondence,
14 phonemic awareness, decoding, phonics and other word attack skills, fluency and initial reading
15 comprehension skills. These skills shall be taught through the tradition Montessori curriculum
16 and through research-based reading programs that are delivered through text and technology-aided
17 instruction. Students in grades 3rd and 4th will experience a deeper practice of reading
18 comprehension skills such as fluency, author's purpose, main idea, making inferences, reading for
19 directions, exposure to and interpretation of various literary sources, newspapers, and periodicals
20 for children, as well as appropriate Internet and other digital resources. Students in grades 5 – 8
21 will focus on reading to learn instead of learning to read. Practical applications of reading will be
22 emphasized in all areas of the curriculum. Students will apply reading skills to research topics of
23 interests, analyze current events, understand various literary genres, and become exposed to
24 advanced vocabulary, including foreign language instruction to reinforce the understanding of
25 grammar and syntax in English. Reading will also be heavily integrated into the math and science
26 curriculum in a focused effort to integrate subject areas to improve retention of information.

1 ESE and ELL students shall be included in all general education settings with appropriate tutoring
2 and small group reinforcement of basic skills to promote faster progress toward English mastery.
3 Students will engage in projects such as the creation of literary magazines, research studies, the
4 study of authors and their influences, and experience a deep integration of language arts and social
5 studies through an extended work time. Math and science will also be integrated through an
6 extended work time. Integration of subject areas reinforces meaningful connections and aids in
7 long-term retention of information and mastery. The traditional Montessori curriculum will be
8 emphasized in grades pre-K through 3rd grades with some exposure to computer technology.
9 Computer and Internet based technology will be heavily emphasized for grades 4-8.

10 The School will continue to develop comprehensive, Web-based models of instruction based on
11 constructivist principles to bridge the gap between home and school and increase learning
12 outcomes. Students who do not have computer access will be given opportunities to use school
13 computers after school at no charge. Text-based alternatives will be available to students who
14 have no access to a computer. Parents shall be made aware that technology plays a large part in a
15 student's success in the upper grades and that all efforts should be made to provide regular access
16 to the Internet after school hours (such as the public library system or wireless access). The
17 School will donate computers being rotated out of service to families in need and provide basic
18 training on such use.

19
20 In addition to academics, the School will promote the arts as an important component of the
21 School's future direction. Classes in drama, dance, creative writing, improvisation, music, visual
22 arts, digital arts, and video production will be offered to students on a regular basis. The School
23 will seek partnerships with community resources such as the Venice Little Theater, Venice
24 Symphony, music, visual and performing arts departments of Venice High School and State
25 College of Florida to give students a sense of future possibilities in the arts. Regular opportunities
26 for displaying and performing will occur throughout the school year to give students the
27 opportunity to develop talents as well as an ability to perform for peers and family members.

1 Students will also be encouraged to study foreign languages from an early age. Some classes will
2 be designated as environments with a focus on English as well as another language such as
3 Spanish, French, Chinese, Italian, Hebrew, or Latin. With the use of programs such as the Rosetta
4 Stone, all students will be given opportunities to study a second language as part of their regular
5 work plan. Currently, the School offers high school credit in algebra, geometry, and foreign
6 languages such as Spanish, French, and Latin. These offerings will change as staff certifications
7 change, however, it is the intent of the School to offer a variety of high school credit options to 7th
8 and 8th grade students.

9
10 The School will continue to develop its own reading plan and submit to the District as required by
11 law. The School will annually determine schedules that meet the requirements of law. The
12 School will implement the district's Student Progression Plan for promotion, retention, and
13 graduation.

- 14 2. The School has developed its own professional development program to support Montessori
15 curriculum objectives. The School also participates in the Sponsor's professional development
16 programs.
- 17 3. The School shall ensure that its curriculum exposes students to the Sponsor's curriculum
18 frameworks to assist students who transfer into and out of the School.
- 19 4. The School agrees to allow the Sponsor reasonable access to review data sources, including
20 collection and recording of procedures, in order to assist the Sponsor in making a valid
21 determination about the degree to which student performance requirements, as stated in this
22 Charter, have been met.
- 23 5. The School will develop, implement, monitor and evaluate a School Improvement Plan designed
24 to achieve the state education priorities pursuant to Section 1000.03(5), Florida Statutes, each year
25 in the same time frame as other district schools.
 - 26 a. The annual School Improvement Plan will address the school performance goals, the
27 instructional strategies, professional development and other initiatives in place to address

1 the student achievement of all students and for any subgroups that did not make Annual
2 Yearly Progress (as defined by No Child Left Behind).

3 b. In the event the school is included in the state Differentiated Accountability (DA)
4 System, the school will comply with all of the school improvement requirements
5 established for DA charter schools.

6 F. DISCIPLINE

7 1. The School shall maintain a safe learning environment at all times, and, in order to provide criteria
8 for addressing discipline issues that shall insure the health, safety and welfare of all students
9 attending the school. The School shall adopt the Sponsor's Code of Student Conduct.

10 2. The School shall implement the Sponsor's rules and procedures governing student expulsion. All
11 expulsions shall be processed through the Sponsor.

12 3. The School will report each month to the Sponsor the number of violations of the Code, by
13 offense, to be included in the District's discipline reporting. The School shall not engage in the
14 corporal punishment of students.

15 The School may suspend a student for conduct not subject to expulsion for violations of the School's Code
16 of Student Conduct. The School shall implement the Sponsor's rules and procedures for student
17 suspension.

18 Upon the School's decision to implement dismissal, the School shall refer the student to the Sponsor for
19 appropriate placement with the district. Dismissal procedures shall be clearly defined in writing, shared
20 with students and parents and provided to the Sponsor no later than two weeks prior to the opening of
21 school each year. In case where dismissal is implemented, the parents shall receive written notice of the
22 dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior
23 to dismissal. The Sponsor shall be provided a copy of the dismissal notice at the same time as the parent.

24 The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the
25 greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading
26 periods or semester breaks) that minimize impact on the student grades and academic achievement. The
27 School shall annually provide to the Sponsor a copy of its dismissal procedures prior to the opening of
28 school.

1 Following the adopted Code of Student Conduct, the School may refer students to other community
2 programs, or contracted services programs in lieu of suspension from the School. Students recommended
3 for expulsion will be referred to the Sponsor for appropriate disposition.

4 **G. RECORDS**

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

26 **PART III – HUMAN RESOURCES**

27 **A. EMPLOYMENT**

- 28 1. The School shall select its own employees.

- 1 2. School employment practices shall be nonsectarian.
- 2 3. The teachers employed by or under contract to the School shall be certified as required by Chapter
- 3 1012, F.S. and the Federal No Child Left Behind statute and regulations.
- 4 4. The Administrator and all full-time teachers shall be trained prior to the start of school in the most
- 5 relevant components of the School's staff development plan.
- 6 5. The School may not employ an individual to provide instructional services or to serve as a
- 7 teacher's aide if the individual's certification or licensure as an educator is suspended or revoked
- 8 by Florida or any other state.
- 9 6. The School shall not knowingly employ an individual who has resigned from a school district in
- 10 lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for
- 11 just cause by any school district with respect to child welfare or safety or who is under current
- 12 suspension from any school district.
- 13 7. The School shall disclose to the Sponsor and to the parents the qualifications of its teachers. The
- 14 School shall provide to the Sponsor and to parents, prior to the opening of school, the
- 15 qualifications and assignments of all staff members. Changes shall be provided to the Sponsor at
- 16 the end of each grading period.
- 17 8. The School agrees to implement written policies and procedures for the hiring and dismissal of
- 18 personnel; policies governing salaries, contracts, unemployment compensation and benefits
- 19 packages; and the procedures for responding to a finding that Board member or staff member has a
- 20 criminal record. This policy shall also detail the procedures for screening of all vendors,
- 21 volunteers of and mentors. The policy shall provide that the School may require fingerprinting of
- 22 any vendors, volunteers or mentors. These policies and procedures shall be provided to the
- 23 Sponsor no later than two weeks prior to the opening of school each year.
- 24 9. The School shall require all employees be fingerprinted by an authorized law enforcement agency
- 25 and processed by the Florida Department of Law Enforcement and the Federal Bureau of
- 26 Investigation for criminal background checks. The cost of fingerprinting shall be borne by the
- 27 School. The results of all such background investigations and fingerprinting shall be reported in
- 28 writing to the Superintendent of Schools of Sarasota County or his/her designee. No employee

1 may be on campus with students until his/her fingerprints are taken. The school shall ensure that
2 it complies with fingerprinting and background check requirements, including those relating to
3 vendors, pursuant to 1012.32 and 1012.465 F.S.

4 10. The School shall not violate the anti-discrimination provisions of Section 1000.05, F.S., the
5 Florida Education Equity Act.

6 11. The School shall maintain the equivalent of a full-time administrator and sufficient instructional
7 staff and support staff to meet the goals of this Contract.

8 12. The School is currently a private employer. If the School becomes a public employer, it may
9 participate in the Florida Retirement System upon application and approval as a “covered group”
10 under 121.021(34), F.S. If the School participates in the Florida Retirement System, the School
11 employees shall participate in the Florida Retirement System in a manner consistent with
12 applicable statutes.

13 13. Teachers may choose to be a part of a professional group that subcontracts with the School to
14 operate the instructional program under the auspices of a partnership or cooperative that they
15 collectively own. Under this arrangement, the teachers would not be public employees.

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

17 A. FINANCIAL MANAGEMENT

18 B. REVENUE

19 1. The School shall provide within 30 days of the first day of school to the Sponsor proof of
20 sufficient funds or a letter of credit to assure prompt payment of operating expenses associated
21 with the School, including but not limited to, the amount of any lease payments, teacher and other
22 staff salaries and benefits, and transportation costs. This sum shall be no less than two (2) months
23 operating expenses as defined by the Charter School Earning Report provided by the Sponsor.
24 Additionally the School shall provide annually to the Sponsor, no later than July 1, an operating
25 budget for the upcoming school year.

26 2. The Sponsor shall fund the School for the students enrolled as if they are in a basic program or a
27 special program in a school in the Sponsor’s district. The basis of the funding shall be the sum of
28 the Sponsor’s operating funds from the Florida Education Finance Program (FEFP) as provided in

1 1001.62, F. S. , and the General Appropriations Act, including gross state and local funds,
2 discretionary lottery funds and funds from the Sponsor's district current operating discretionary
3 millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the
4 Sponsor's district; multiplied by the weighted full-time equivalent students for the School.

5 3. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled
6 to its proportionate share of categorical program funds included in the total funds available in the
7 FEFP by the Legislature, including transportation. Federal and State Categorical appropriations
8 will be expended through the appropriate Sponsor accounts to ensure compliance with applicable
9 grant restrictions

10 4. Funding for the July and August disbursements shall be based on the number of students
11 registered with the Sponsor on July 1st. Total funding for the School shall be recalculated to reflect
12 the district's 10 day adjustments, and revised calculations under the FEFP by the State and the
13 actual WFTE students reported by the School during the full-time equivalent survey periods
14 designated by the Commissioner of Education. Additionally, funding for the School shall be
15 adjusted during the year as follows:

16 a. In the event of a state holdback or a proration, which reduces Sponsor funding, the
17 School's funding will be reduced proportionately.

18 b. In the event that the Sponsor exceeds the state cap for WFTE for Group 2 programs,
19 established by the Legislature resulting in unfunded WFTE for the Sponsor, then the
20 School's funding shall be reduced to reflect its proportional share of any unfunded
21 WFTE.

22 c. The School's enrollment funding shall be the actual weighted full-time equivalent
23 students reported by the School during the full-time equivalent student survey periods
24 designate by the Commissioner of Education as required by the provisions of 1002 (17)
25 F. S. for any given school year.

26 5. The Sponsor shall make every effort to ensure that the School receives timely and efficient
27 reimbursement of the funds specified in paragraph IV, B, 2 above. The payment shall be issued
28 no later than ten (10) working days after the Sponsor receives a distribution of state or federal

1 funds. If a warrant for payment is not issued within thirty (30) working days after the receipt of
2 funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the
3 scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily
4 basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the
5 warrant is issued. Notwithstanding the foregoing, distribution of funds may be withheld if any of
6 the following required documents are more than thirty (30) days overdue:

7 a. The monthly Budget and Disbursement Report;

8 b. The School's Annual Report;

9 c. The School's Year End Financial Statement;

10 d. The School's Annual Independent Financial Audit.

11 6. The Sponsor shall retain an administrative fee of 5% of the available funds as defined in paragraph
12 B, 2 of this Part for the administration of the Charter. However, the Sponsor shall only withhold
13 the 5% administrative fee for enrollment up to and including 250 students. The balance of the 5%
14 administrative fee may only be used for capital outlay purposes. For charter schools with a
15 population of 251 or more students the difference between the total administrative fee calculation
16 and the amount of the administrative fee withheld may only be used for capital outlay purchases
17 specified in S. 1013.62(2). Service provided under the 5% administrative fee shall include
18 processing the application and the academic and financial monitoring required of the Sponsor by
19 law. Also included in this fee are the following Sponsor services: pony delivery system, FTE and
20 data reporting, student reassignments, exceptional student education administration, test
21 administration, processing of teacher certification data, information services, and procurement of
22 materials through the purchasing warehouse. If the School requests services from the Sponsor in
23 addition to those stated above, the Sponsor and the School shall enter into a separate written
24 agreement addressing the additional services. If the additional goods and services are made
25 available to School under such agreement (s) they shall be provided at a rate no greater than the
26 Sponsor's actual cost, unless otherwise mutually agreed. The funds required to provide these
27 services shall be deducted from the School's revenue disbursements.

- 1 7. The Sponsor shall provide the distribution of funds reconciliation with each revenue disbursement
2 to the School.
- 3 8. At regular intervals, the Sponsor shall monitor the School's progress towards the goals established
4 in this Contract and shall monitor the revenues and expenditures of the School.
- 5 9. In any programs or services provided by the Sponsor which are funded by federal funds and for
6 which federal dollars follow the eligible student, the Sponsor shall, upon adequate documentation
7 from the School, provide the School with the federal funds received by the Sponsor's district if the
8 same level of service is provided by the School, provided that federal law or regulation does not
9 prohibit such transfer of funds.
- 10 10. The School shall comply with the Sponsor's rules, policies and procedures for federal and state
11 Grants Management for grants submitted through the Sponsor, which include, but are not limited
12 to:
- 13 a. Working with the State Department of Education, Grants Management Department and
14 the Supervisor of Charter Schools to facilitate Sponsor's approval for all federal and state
15 grants;
- 16 b. Submitting a Grant Application Executive Summary Form and grant description for each
17 such grant processed, and submitting an annual end-of-the-year Grant Final Report.
- 18 c. Ensuring that all grant indirect costs are appropriated to the District for applicable
19 Federal Grants that are approved, monitored and/or disbursed by the Sponsor.
- 20 11. The School shall comply with all Sponsor rules regarding purchasing, ordering supplies from the
21 Sponsor's warehouse, textbook ordering, the processing of library media materials, and the
22 marking and inventory of fixed assets valued at \$750.00 or greater. A cumulative listing of all
23 property valued over \$750 purchased with public funds i.e., FEFP, grant, and any other public-
24 generated funds; and a cumulative listing of all property valued at more than \$750 purchased with
25 private funds shall be submitted yearly along with the annual audited financial statements. These
26 lists will include: (1) date of purchase; (2) item purchased; (3) cost of item; and (4) item location.
- 27 12. The School shall not charge tuition or fees, except those fees normally charged by other public
28 schools, nor levy taxes or issue bonds secured by tax revenues.

1 C. REPORTING OF STUDENT PARTICIPATION FOR FUNDING

2 1. Consistent with the Sponsor's procedures for establishing all schools' enrollment projection for the
3 following year, the School shall estimate the capacity of each grade level and of the school as a
4 whole, based upon the application, the educational program, the School's financial status, and the
5 facility. The School and the Sponsor shall reach agreement on the final determination of the
6 official enrollment projection within the same time line as for all schools in the district.

7 2. By July 1 of each year, the School shall report to the Sponsor the names and addresses of all
8 registered students, their current school attendance zone and projected FEFP category. The
9 School shall also provide a completed Reassignment form for each student by July 1st of each
10 year.

11 3. The School shall report the daily attendance of each student to the Sponsor to meet District
12 attendance reporting requirements.

13 4. The School shall report its student enrollment to the Sponsor as provided in 1001.62, F.S., and in
14 accordance with the definitions in 1001.61, F. S., at the agreed upon intervals using the Sponsor's
15 District method when recording and reporting cost data by program. The Sponsor shall include
16 the School's enrollment in the Sponsor's District when recording and reporting cost data by
17 program. The Sponsor shall include the School's enrollment in the Sponsor's district report of
18 student enrollment.

19 5. If the School submits data relevant to FTE or Federal funding later determined through the audit
20 procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the
21 United States Department of Education or the Sponsor for any errors or omissions in data that the
22 School submitted. The Sponsor shall deduct the any such adjustments from the School's
23 subsequent revenue disbursements.

24 D. FACILITIES/PROPERTY

25 1. The School owns the property in use for its Venice campus located at 2001 Pinebrook Road,
26 Venice, FL 34292. The property currently consists of eight acres with a total of approximately
27 30,000 square feet of permanent buildings. The school currently rents an adjacent field for
28 physical education activities. The Sarasota program currently operates under a lease from the

1 Unitarian Universalist Church located at 3975 Fruitville Road, Sarasota, FL 34232. The property
2 contains a total of approximately 2,000 square feet, plus an outdoor playground, and an adjacent
3 field for physical education activities.

- 4 2. School facilities shall comply with the Florida Building Code except SREF (1002.33(18) F.S.)
- 5 3. The School shall cooperate with district safety staff conducting of periodic health and safety
6 inspections
- 7 4. Each year, the School shall have the right of occupancy of appropriate facilities at least one month
8 prior to the first day of school for students. The School shall provide a copy of the lease
9 agreement or ownership documents and certificate of occupancy documenting compliance with all
10 applicable codes, by that date. If the School is not in compliance by that date, the Charter shall
11 terminate unless the School provides, to the satisfaction of the Superintendent by two weeks prior
12 to the opening of school, a contingency plan enabling the School to open by the first day of the
13 school year. If the School will change sites or facilities during the school year, the School shall
14 provide the Sponsor a copy of the lease agreement or ownership documents and certificate of
15 occupancy documenting compliance with all applicable codes one month prior to the move. If the
16 School is not in compliance by that date, the Charter shall terminate unless the School provides, to
17 the satisfaction of the Superintendent by two weeks prior to the move date, a contingency plan
18 enabling the School to remain open during the transition.
- 19 5. If the Sponsor has facilities or property, including textbooks, available as surplus, marked for
20 disposal, or otherwise unused, it may be provided for the School's use on the same basis as such
21 property is made available to other public schools. The School may not sell or dispose of such
22 property without the written permission of the Sponsor.
- 23 6. In the event the School is dissolved or is otherwise terminated, the School's property and
24 improvements, furnishings, and equipment, subject to settlement of any outstanding liens or
25 encumbrances, purchased with public funds, in part or in whole, or surplus property obtained from
26 the Sponsor shall be peacefully delivered to the Sponsor and automatically revert to full ownership
27 by the Sponsor.

28 E. TRANSPORTATION

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

12 F. FOOD SERVICES

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

20 G. FINANCIAL REPORTING

- 21 1. The School shall submit to the Sponsor in a timely manner, the information specified in Section
22 1010.20, F. S. and Rules 6A-1.001, 6A-1.0071, 6A-7.095 and 6A-5.071, Florida Administrative
23 Code.
- 24 2. The School shall maintain all financial records, that constitute its accounting system in accordance
25 with the accounts, and codes prescribed in the most recent issue of the publication titled “Financial
26 and Program Cost Accounting and Reporting for Florida Schools.” The School shall provide a
27 year-end financial report and program cost report information in the state-required formats for
28 inclusion in the district reporting in compliance with 1011.60 F.S. The School’s year-end

1 financial report shall be submitted to the Sponsor’s Finance Office on or before August 15th of
2 each of the 15 (fifteen) years of the Charter Contract. The School’s program cost report shall be
3 submitted to the Sponsor’s Finance Office on or before August 30th of each year of the 15 (fifteen)
4 years of the Charter Contract.

5 3. The School shall submit a balance sheet, income statement and YTD budget to actual report to the
6 Sponsor’s Finance Office within thirty-five (35) calendar days after the end of each month in a
7 format designated by the Sponsor.

8 4. The asset and liability projections shall be compared with the information provided in the annual
9 report of the School. The Charter Contract shall ensure that, if the School independent audit
10 reveals a deficit financial position, the auditors are required to notify the Board, the Sponsor, and
11 the State Department of Education. The independent auditor shall report such findings in the form
12 of an exit interview with the Principal or the Director of the School and the chairperson of the
13 Board within 7 (seven) working days after finding a deficit. A final report shall be provided to all
14 Board members within 7(seven) working days after finding a deficit. A final report shall be
15 provided to the entire Board, the Sponsor, and the State Department of Education within 14
16 (fourteen) working days after the exit interview.

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

26 **PART V - GENERAL PROVISIONS**

27 A. CHARTER RENEWAL, MODIFICATION AND TERMINATION

28 1. This Charter may be renewed as provided for in 1002.33, F.S.

- 1 2. This Charter may be modified during any renewal term upon recommendation of the Sponsor or
2 the Board provided such modifications are agreed to in writing and executed by the parties to this
3 contract.
- 4 3. At the end of the term of this Charter Contract, the Sponsor may choose not to renew the Charter
5 for any of the following grounds:
- 6 a. Failure to participate in the state’s accountability system created in 1008.31 F.S., as
7 required in this section or failure to meet the requirements for student performance as set
8 forth in this Charter Contract
- 9 b. Failure to meet the requirements for financial reports or meet generally accepted State
10 standards of fiscal management.
- 11 c. Violation of law.
- 12 d. Other good cause shown.
- 13 4. During the term of this Charter the Sponsor may terminate this Charter for any of the grounds
14 listed above in paragraph 3, or if insufficient progress has been made in attaining the student
15 achievement objectives of this Charter Contract, and if it is not likely that such objectives can be
16 met before the expiration of the Charter.
- 17 5. The Sponsor may terminate the Charter if the School consistently fails to submit required financial
18 and annual reports in a timely fashion.
- 19 6. This Charter may be terminated immediately if the Sponsor determines that there is an imminent
20 danger to the health, safety, or welfare of the students. The Sponsor shall assume the operation of
21 the School under these circumstances. Upon assumption of the operation of the School, the
22 School shall submit all school records to the Sponsor’s designee within 15 (fifteen) business days
23 of the date of assumption.
- 24 7. Except in cases of immediate termination as specified in Section 6 above, at least ninety (90) days
25 prior to renewing or terminating this Charter, the Sponsor shall notify the Board in writing of the
26 proposed action. A notice to terminate the Charter shall state in reasonable detail the grounds for
27 the proposed action and stipulate that the Board may, within 14 (fourteen) calendar days of
28 receiving the notice, request an informal hearing before the Sponsor. The Sponsor shall conduct

1 the informal hearing within thirty (30) calendar days of receiving a written request from the Board.
2 The Board may, within fourteen (14) calendar days after receiving the Sponsor's decision to
3 terminate or refuse to renew this Charter, appeal the decision to the State Board of Education
4 pursuant to the procedure established in 1002.33, F. S. The School shall notify the Sponsor in
5 writing at least 120 (One Hundred and Twenty) calendar days prior to the expiration of this
6 Charter as to the School's intent to renew or not to renew. The School shall submit all school
7 records to the Sponsor without delay upon the expiration of this Charter.

8 8. The Sponsor shall not assume the debt from any contract for services made between the Sponsor
9 and the Board except for a debt previously detailed and agreed upon, in writing, by both the
10 Sponsor and the Board and that may not reasonably be assumed to have been satisfied by the
11 Sponsor. The Board shall not assume any debt of the School.

12 B. DISPUTES AND CONCERNS

13 1. It is the understanding of both parties that areas of concern will be shared in writing and that each
14 party agrees to provide written feedback to the other within 2 (two) weeks of a concern being
15 expressed. The sole and exclusive jurisdiction for any legal action brought under this Charter or
16 Charter Contract shall be in the Circuit Court in and for the 12th Judicial Circuit in Sarasota
17 County, Florida.

18 C. STATUTORY AND SPONSOR RULE REQUIREMENTS

- 19 1. The School shall comply with the provisions of Chapter 119, F.S., relating to Public Records,
20 286.011, F.S., relating to Public Meetings, and Chapter 112 F.S., relating to conflicts of interest.
- 21 2. The School shall be in compliance with all statutes, rules and regulations pertaining to student
22 health, safety and welfare.
- 23 3. The school shall adhere to a policy of non-discrimination in educational programs/activities and
24 employment and strives affirmatively to provide equal opportunity for all students and shall
25 comply with the following:
- 26 a. Title VI of the Civil Rights Act of 1964 – prohibits discrimination on the basis of race,
27 religion, or national origin;

- 1 b. Title VII of the Civil Rights Act of 1964, as amended – prohibits discrimination in
2 employment on the basis of race, religion, or national origin;
- 3 c. Title IX of the Education Amendments of 1972 – prohibits discrimination on the basis of
4 gender;
- 5 d. Age Discrimination in Employment Act of 1967 (ADEA), as amended – prohibits
6 discrimination on the basis of age with respect to individuals who are at least 40;
- 7 e. Section 504 of the Rehabilitation Act of 1973 – prohibits discrimination against the
8 disabled;
- 9 f. Americans with Disabilities Act of 1990 (ADA) – prohibits discrimination against
10 individuals with disabilities in employment, public service, public accommodations and
11 telecommunications;
- 12 g. The Family and Medical Leave Act of 1993 (FMLA) – requires covered employers to
13 provide up to 12 weeks of unpaid, job protected leave to “eligible” employees for certain
14 family and medical reasons;
- 15 h. Florida Educational Equity Act – prohibits discrimination on the basis of race, gender,
16 national origin, marital status, or handicap against a student or employee;
- 17 i. Florida Civil Rights Act of 1992 – secures for all individuals within the state freedom
18 from discrimination because of race, religion, sex, national origin, age, handicap or
19 marital status;
- 20 j. Individuals with Disabilities Education Act (IDEA- 2004) guaranteeing a free appropriate
21 public education (FAPE) to all disabled students;
- 22 k. Florida Consent Decree (1990) providing the legal framework for the provision of
23 educational services and equal access for Limit English Proficient students; and
- 24 l. The Federal No Child Left Behind Act
- 25 4. The School shall comply with all Sponsor rules, policies and procedures regarding Safe and Drug
26 Free Schools, including Drug Free Workplace, Drug Free School zones and tobacco use on school
27 grounds.

- 1 5. The School shall annually complete and submit to the Sponsor, a Critical Incident Plan in the
- 2 format designed by the Sponsor, according to the timelines required for District schools.
- 3 6. The School, in the interest of student and staff, health and safety, shall conduct and document fire
- 4 and severe weather drills in the same manner and frequency as required of District schools.
- 5 7. The School and Sponsor shall comply with 1002.33, F. S., relating to charter schools and
- 6 applicable amendments.

7 D. ANNUAL REPORT

- 8 1. The Board shall report its annual progress to the Sponsor, which shall forward the report to the
- 9 Commissioner of Education by the date specified by the Florida Department of Education. The
- 10 Department of Education shall include in its compilation a notation if a school failed to file its
- 11 report by the deadline established by the Department. The School's annual report shall be
- 12 prepared utilizing the template provided by the Florida Department of Education and shall contain
- 13 all required components pursuant to 1002.33 F. S. including:
 - 14 a. Student achievement performance data, including the information required for the annual
 - 15 school report in the education accountability system governed by 1008.31 F.S. and
 - 16 1008.345 F.S. The School shall report of student achievement information that links
 - 17 baseline student data to the school's performance. The School shall identify reasons for
 - 18 any difference between projected and actual student performance;
 - 19 b. Financial status of the School, which shall include revenues and expenditures at a level of
 - 20 detail that allows for analysis of the ability to meet financial obligations and timely
 - 21 repayment of debt;
 - 22 c. Documentation of the facilities in current use and any facilities planned for the use by the
 - 23 School for instruction of students, administrative functions, or investment purposes; and
 - 24 d. Descriptive information about the School personnel, including salary and benefit levels of
 - 25 School employees, the proportion of instructional personal who hold professional or
 - 26 temporary certificates and the proportion of instructional personnel teaching in or out of
 - 27 field.

28 E. INDEMNIFICATION

1 1. The School shall indemnify and hold harmless the Sponsor, its members, officers, employees and
2 agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including
3 reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence,
4 intentional wrongful act, misconduct or culpability of the School's employees or other agents in
5 connection with and arising out of any services within the scope of this Charter; (b) the School's
6 material breach of this Charter Contract or law; (c) any failure by the School to pay its suppliers or
7 any subcontractors. In addition, the School shall indemnify, protect and hold the Sponsor
8 harmless against all claims and actions brought against the Sponsor by reason of any actual or
9 alleged infringement of patent or other proprietary rights in any material, process, machine or
10 appliance used by the School and any claims or actions related to violation of any state or federal
11 statutes or regulations including those referenced in Part V, Section C, 2, a-1 of this Agreement.
12 Notwithstanding anything to the contrary contained herein, neither the School nor the Sponsor
13 waives sovereign immunity to the extent sovereign immunity is available. The School shall
14 notify the Sponsor of any such claim promptly upon receipt of same. The Sponsor shall have the
15 option to defend, at the School's expense, any claims arising under this provision. If the Sponsor
16 does not choose to hire its own counsel to defend, the School shall assume the defense of any such
17 claim and the Sponsor shall delegate complete authority to the School in the defense thereof.

18 F. INSURANCE

- 19 1. The School agrees to provide proof of insurance for Errors and Omissions coverage to include
20 prior acts, sexual harassment, civil rights and employment discrimination, breach of contract,
21 insured versus insured, consultants and independent contractors and with minimum policy limits
22 of \$1,000,000.00; general liability coverage written on an occurrence form with minimum policy
23 limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00; business
24 automobile coverage with the same limits as general liability.
- 25 2. The School shall secure insurance coverage for its own buildings and contents.
- 26 3. The School shall secure and maintain property insurance for the School's personal property, and to
27 ensure all Sponsor owned property to be used by the School to its full guaranteed replacement cost
28 with the Sponsor named as loss payee.

1 4. The School agrees to provide adequate Workers' Compensation insurance coverage as required by
2 Chapter 440, F. S.

3 5. No later than 30 days prior to the opening of school, the School shall furnish the Sponsor with
4 fully completed certificates of all insurance policies, signed by an authorized representative of the
5 insurer(s) confirming the coverage begins before the initial opening day of classes. The
6 certificates shall be issued to the District School Board and name the School Board as an
7 additional insured. Each certificate of insurance shall provide that the School Board be given no
8 less than sixty (60) days written notice prior to cancellation. Until such time as the insurance is no
9 longer required to be maintained by the School, the School shall provide the School Board
10 evidence of the renewal or replacement of the insurance no less than sixty (60) days before
11 expiration or termination of the required insurance for which evidence was provided.

12 6. The School agrees that its failure to secure and continuously maintain all insurance listed in
13 paragraphs 1-5 above may constitute grounds for termination of this charter.

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SIGNATURE PAGE

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IN WITNESS WHEREOF, the parties have caused this Charter to be executed by their respective undersigned officials this ____ day of _____, 2010

THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

CHARTER SCHOOL

BY: _____
Shirley Brown, Chair

BY: _____

Approved for Legal Content
June 11, 2010, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH