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THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

CHARTER FOR

SARASOTA SUNCOAST ACADEMY

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THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

**CHARTER FOR
SARASOTA SUNCOAST ACADEMY**

This Charter between The School Board of Sarasota County, Florida, hereinafter referred to as the “Sponsor” and the SARASOTA SUNCOAST ACADEMY, Inc., a nonprofit organization, organized under the laws of the State of Florida, herein referred to as the “School,” is for the purpose of:

Educating the students of Suncoast Academy by a method known as Responsive Education. Research has shown that when families of all backgrounds are engaged in their children’s learning, their children tend to do better in school, stay in school longer, and pursue higher education. Our goal for Suncoast Academy is for the school, the family and the community to partner together for a better environment for education. This supportive partnership, based upon the research and training from The Northeast Foundation for Children, we believe will provide an educational benefit to the students of Suncoast Academy.

Suncoast Academy will provide training for teachers and administration in Responsive Education. This method has been proven to increase success in the classroom. Responsive Education is not a Social Skills or Character Education program that is an add-on nor is it just another curriculum. Responsive Education is an approach to teaching and learning that integrates academic and social learning throughout the entire curriculum. We have staff members that are currently certified to train and lead workshops for the Northeast Foundation for Children. Currently, all staff members have been trained in this approach and are advancing their skill base. Each year, we will provide training to new staff members to assure the success of the programs in place.

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

The mission of Suncoast Academy is to integrate excellence in education, highly motivated and qualified teachers, deeply concerned and involved parents and a supportive community to provide students a superior learning opportunity while developing and reinforcing a strong value system and a healthy work ethic that affords children the tools needed to succeed and contribute in the 21st century.

1
2 This Charter shall become effective (**July 1, 2009**) or upon signing by both parties, whichever date is later, and shall
3 be for a term of (**15**) years commencing on (**July 1, 2009**) and ending on (**June 31, 2024**) unless sooner terminated
4 as provided herein.

5 The timetable for implementation of this Charter in the initial and subsequent years will be as follows:
6 School is already operational in grades kindergarten through fifth grades. A time table for other grades is included
7 in the body of this charter.

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

9
10

11 **PART I - GOVERNANCE AND MANAGEMENT**

12 A. FOUNDING BOARD

13 1. The founding board has been replaced by the current governing board:

14 **Larry M. Baucom, (Chairman)**

15 *B.A. Trevecca University, M.Div. Nazarene Theological Seminary, Ph.D. Florida State University.*

16 *Pastoral experience since 1981*

17 *Presently Senior Pastor and Director of Ministries of Suncoast Community Church*

18

19 **Mitchell L. Burks Sr,**

20 *BA, Olivet Nazarene*

21 *Cisco Certified Network Associate (CCNA)*

22 *Director of Technology, Suncoast Community Church,*

23 *Sarasota, Florida since 1991*

24

25 **Gregory Griner**

26 *B.S. Accounting Trevecca University, M.BA. University of South Florida, CPA.*

27 *Auditor for the State of Florida General Auditor’s Office since 2000*

28 *Director of Finance for Charlotte County Public Schools since 1986.*

29

30

1 **Gregory H. Lee**

2 *B.A. Hendricks University, JD. University of Arkansas, LL.M Taxation. University of Miami.*

3 *Principal Attorney and owner of Lee Law Firm, Sarasota Florida 18 years.*

4

5 **Chap Percival**

6 *B.A. Taylor University, MA Tech. Michigan State University, MA. Ed. University of Virginia.*

7 *Educator Pineview School, Sarasota County Schools since 1988.*

8

9 B. GOVERNING BOARD

10 The governing body of Suncoast Academy will be the Board of Directors. The Board of Directors will oversee the
11 management, operations, activities and affairs of the school. The Board of Directors will be accountable to Sarasota
12 County School Board and to the Florida Department of Education. The Board of Directors will establish, approve
13 and determine the boundaries of policy to ensure compliance with Suncoast Academy’s charter, applicable laws,
14 rules and regulations. The Board of Directors shall monitor the implementation of the goals of Suncoast Academy.
15 This board will also have responsibility for expenditures.

16

17 The Board of Directors including, but not limited to, the following representatives shall govern Sarasota Suncoast
18 Academy:

19 Larry Baucom, Phd

20 Chap Percival, BA, MA Tech, MA Ed.

21 Gregory Griner, BS, MBA, CPA

22 Mitchell Burks, BA, CCNA

23 Brian Miller, BA, JD, attorney at law

24 The Chairperson of the Board of Directors shall be elected for an initial term of one (1) year with an option for re-
25 election at a regularly scheduled meeting when the Governing Board is seated. The chairperson shall be elected by a
26 majority vote of the Board of Directors. Other members of the Board of Directors shall be elected for three (3) and
27 two (2) years terms, respectively.

28

1 The Board of Directors shall meet at least quarterly at Suncoast Academy. The date and time of the meeting will be
2 posted in a conspicuous place. All board members will be required to go through the Sunshine Training in
3 accordance with state statute. The Board shall set policy for the school. The Principal shall have discretion on how
4 to implement the policy set by the Board. The Board of Directors shall not be involved in the day-to-day operations
5 of Suncoast Academy. The Board of Directors shall not supervise teachers or staff. The Principal shall supervise
6 and evaluate teachers and staff.

7

8 Sarasota Suncoast Academy will be a public employer.

9

10 The Board of Directors shall develop policies related to but not limited to the recruitment, registration, dismissal
11 procedures, school activities, curriculum, business/accounting services, student expectations/achievement, faculty
12 and staff selection and evaluation of students, staff, and administration. Further, the Board shall establish evaluation
13 criteria to verify established policies have been implemented. The Principal shall have the discretion to decide how
14 the established policies shall be implemented.

15 *A copy of the by-laws of the governing board shall be attached to this charter as an Appendix.*

- 16 1. The School shall be operated by a Florida not-for-profit entity, and shall manage its activities and
17 affairs. Voting shall control the organization, and only the governing board shall vote. The
18 officers shall consist of, at a minimum, a president, a vice president, a treasurer, and a secretary.
- 19 2. The School's governing body shall be its governing board. The governing board will consist of a
20 minimum of five (5) voting members with a majority of voting members constituting a quorum.
21 The Board shall be locally determined. This board will develop and implement policies regarding
22 educational philosophy, program, and financial procedures. The Board will oversee assessment
23 and accountability procedures to assure that the School's student performance standards are met or
24 exceeded.
- 25 3. The School's governing board will include local representation from parents/guardians and/or
26 professionals qualified to support the School's mission and the education of the School's students.
- 27 4. The School's governing body will be held accountable to its students, parents/guardians, and the
28 community at large, through a continuous cycle of planning, evaluation, and reporting as set forth

1 in Florida Charter School Statute, F.S. 1002.33.

2 5. The governing board, in consultation with School staff and administration, will be responsible for
3 the over-all policy decision making of the School, including the approval of the curriculum and
4 the annual budget.

5 6. Within 30 days of appointment to the School's governing board, the members shall be
6 fingerprinted pursuant to § 1002.33(12)(g) Florida Statute.

7 7. The governing board shall not be involved in day-to-day operation of the School including
8 supervision of teachers, support, and contractual staff. Such staff will be directly supervised by
9 the Principal or Director.

10 8. As indicated above, the School Principal/Director and support staff will be responsible for
11 administrative school functions, such as bookkeeping, pursuant to the rules and policies developed
12 by the School's governing board.

13 9. No member of the School's governing board or their immediate family will receive
14 compensation, directly or indirectly from the School's operations. Violation of this provision
15 or any violation of F.S. 112.313 shall constitute a material breach of the Contract.
16
17
18

19 10. The School's governing board will publish a calendar containing a schedule of all governing board
20 meetings for the school year, including the date and time of the meetings and their locations. All
21 governing board meetings shall be held in Sarasota County. The School will provide reasonable
22 notice to the Sponsor of any changes or cancellation of scheduled meetings, to the extent practical.
23 The School agrees to hold meetings at least quarterly during the school year.

24 11. The School agrees to allow reasonable access to its facilities and records to duly authorized
25 representatives of the Sponsor. Conversely, the Sponsor agrees to allow reasonable access to its
26 records to duly authorized representatives of the School to the extent allowable by law.
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34 C. MANAGEMENT COMPANIES

35
36 1. If a management company will be operating or providing significant support to the School, the
37 contract between the management company and the governing board of the School shall be
38

1
2 submitted to the Sponsor prior to the approval of the School's Contract. All amendments to the
3
4 contract between the management company and the governing board of the School shall be
5
6 submitted to the Sponsor within five (5) days of execution.
7

8 2. The contract between the governing board of the School and the management company shall
9
10 require that the management company operate the School in accordance with the terms stipulated
11
12 in the School's Contract and all applicable laws, ordinances, rules, and regulations.
13

14 3. Any default or breach of the terms of this Contract by the management company shall
15
16 constitute a default or breach under the terms of the Contract between the School and Sponsor.
17

18 4. In all activities, the governing board and management company will maintain an appropriate
19
20 arms-length distance as determined by Federal Internal Revenue Service guidelines.
21

22
23 **D. SCHOOL ADMINISTRATION**

24 The administrative management structure of the school is as follows. The Principal shall report directly to the Board
25
26 of Directors. The Finance Director shall report directly to the Board of Directors. The Parent/Teacher For Students
27
28 Organization and an Advisory Board of Faculty shall report directly to the Principal. The faculty and staff shall
29
30 report directly to the Principal.

31 The Principal shall have at least a bachelor's degree and current Florida certification in education, preferably a
32
33 master's degree with experience in administration of elementary education. The faculty shall be respected persons
34
35 in their field with academic and professional business experience to teach such subjects that include but are not
36
37 limited to language arts, math, science, social studies, art, music, computer science and, physical education. These
38
39 and other subjects will be implemented based on the needs and enrollment of the students based on the
40
41 implementation of the goals of Suncoast Academy.

42
43 **PART II - ACADEMIC DESIGN AND ACCOUNTABILITY**

44
45 **A. GRADE LEVELS TO BE SERVED**

Suncoast Academy has the ability to serve students in grades K-6 during the 2009/10 school year. It has plans to add students according to the following chart, but is not limited to these numbers and will inform the sponsor if the chart needs to be adjusted:

Grade	Year 2009/10	Year 2010/11	Year 2011/12	Year 2012/13	Year 2013/14	Year 2014/15	Year 2015/16	Years 2016/17 - 2023/2024
K	72	72	72	72	72	72	72	72
1	72	72	72	72	72	72	72	72
2	72	72	72	72	72	72	72	72
3	54	72	72	72	72	72	72	72
4	66	66	88	88	88	88	88	88
5	44	66	66	88	88	88	88	88
6	66	66	66	66	88	88	88	88
7		66	66	66	66	88	88	88
8			66	66	66	66	88	88
TOTAL	446	552	640	618	640	662	728	728

Each grade level will utilize curriculum aligned with the current Sunshine State Standards and any subsequent revisions. The core curriculum will include Language Arts, Mathematics, Science, Social Studies, and Physical Education with electives built in when appropriate in the middle school grades. The instructional materials will be purchased from the State Adopted Instructional Materials Catalog and will be research-based.

B. STUDENTS

1. DEFINITION OF COMMUNITY

- a. The parties agree that the community to be served by this Charter is defined as follows:
The school will be open to any student residing in Sarasota County or surrounding counties who would otherwise qualify to attend a regular public school in Sarasota County. If applications exceed capacity, a lottery will be held to determine admission and a list will be maintained by grade level in the order of the lottery results.
- b. The School further agrees that it shall achieve a racial/ethnic balance reflective of the “community” it serves, as defined above or within the racial/ethnic range of other public schools in the Sponsor’s district; that it will not discriminate against students with

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

- 6 c. Suncoast Academy will be open to any student who resides in the School District of
7 Sarasota County, while targeting those students who reside geographically close to the
8 school.

9 Students will be considered for admission without regard to race, religion, gender,
10 or national or ethnic origin.

11 The school will actively seek to achieve a racial and ethnic balance in Suncoast
12 Academy that approximates the demographic profile of the surrounding schools in
13 Sarasota County. The school will mount an extensive public information campaign that
14 will provide widespread notification of our school throughout all segments of the
15 community. The school expects that a reasonable balance should be achieved through
16 these efforts.

17
18 **2. PARTICIPATION IN INTERSCHOLASTIC EXTRACURRICULAR ACTIVITIES**

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

22 **C. STUDENT ADMISSION PROCEDURES AND CRITERIA**

- 23 1. The School agrees to enroll an eligible kindergarten through eighth grade students by accepting a
24 timely application starting the last week of February of the current school year through the first
25 week of March of the current school year. If the target goal of students is not met by the end of
26 the first week of March in the current school year, the School will give sufficient public notice and
27 extend the application deadline through the start date of the upcoming school year. If enrollment
28 projections of the school are not met, the school will submit a revised educational program and a

1 revised annual budget taking into account a reduced enrollment. Failure to comply with this
2 requirement may result in immediate termination by the Sponsor.

3 If the number of applications exceeds the capacity of the program, class, grade level, or building,
4 all applicants shall have an equal chance of being admitted through a random selection process.
5 Preference may be given to siblings of students enrolled in the School, to the child of a member of
6 the governing board of the School, or to the child of an employee of the School.

7 2. If space becomes available during the academic year, admission will be given based on a random
8 selection of those desiring admission. If the number of applicants is below the desired number of
9 students, the School reserves the right to extend the application deadline provided sufficient public
10 notice is given. If the number of applicants exceeds the capacity of the program, class, grade
11 level, or building, all applicants shall have an equal chance of being admitted through a random
12 selection process. The School reserves the right to extend the application deadline provided
13 sufficient public notice is given. Public notice shall include newspaper announcements, notice to
14 guidance counselors at area schools, flyers and bulletins throughout the community, and radio
15 public service information announcements. Such public notice must include written notice and
16 public service announcement in any native language that represent at least 5% of the Sponsor's
17 ELL population.

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

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

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

1 6. Exceptional students shall be provided with programs implemented in accordance with Federal,
2 state and local policies and procedures; and, specifically, the Individuals with Disabilities
3 Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, Sections 1000.05 and
4 1001.42(4)(1) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This
5 includes, but is not limited to:

- 6 • A non-discriminatory policy regarding placement, assessment, identification, and
7 selection;
- 8 • Free appropriate public education (FAPE)
- 9 • Individual Educational Plans (IEP's), to include an annual IEP meeting with the
10 student's family.

11 7. Students with disabilities will be educated in the least restrictive environment, and will be
12 segregated only if the nature and severity of the disability is such that education in regular classes
13 with the use of supplementary aids and services cannot be achieved satisfactorily. The School
14 shall provide the following levels of service, including required related services, to students with
15 disabilities:

- 16 • General education classroom with consultation or direct instructional services as
17 needed by special education staff (80% or more of school day spent with non-
18 disabled peers)

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

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

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

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

10 • **Identification and Assessment**

- 11 ○ Home Language Survey, English language and programmatic assessment, ELL
- 12 Student Plan
- 13 ○ Classification, reclassification and monitoring
- 14 ○ ELL Committee

15 • **Equal Access to Appropriate Programming**

- 16 ○ Instruction in Intensive English/ESOL
- 17 ○ Basic Subject Areas (Math, Science, Social Studies, Computer Literacy) using ESOL
- 18 strategies taught by appropriate personnel
- 19 ○ Comply with the Sponsor's State-approved ELL Plan
- 20 ○ Criteria for identification, entry/exit, assessment instruments
- 21 ○ Individual ELL Student Plan in each student's cum folder
- 22 ○ Personnel trained and qualified (documented)
- 23 ○ Parent Leadership Council

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

26 • **Personnel**

- 27 • Category II Teachers (Basic Subject Areas): math, science, social studies, Computer
- 28 Literacy – 60 in-service points or 3 credit hours – survey course (Empowering for
- 29 Content Teachers)
- 30 • Category I Teachers (Reading K-12, Elementary K-5, English/Language Arts 6-12 and
- 31 ESE self-contained): 300 in-service points or 15 credit hours – ESOL Applied
- 32 Linguistics, Cross-Cultural Communication, ESOL Curriculum, ESOL Methods, and
- 33 ESOL Testing and Evaluation
- 34 • Category III Teachers (Other Subject Areas): media, PE, art, music, etc. – 18 in-service
- 35 points or 3 credit hours – survey course (Empowering for Other Teachers)

36 • **Monitoring Issues**

- 37 ○ Identification and Assessment
- 38 ○ Modified curriculum and appropriate materials
- 39 ○ Appropriate and qualified personnel
- 40 ○ Parent involvement

41 • **Outcome Measures**

- 1 ○ Program effectiveness
- 2 ○ Comparison of ELL/non-ELL student criteria
- 3
- 4
- 5
- 6

7 D. STUDENT ASSESSMENT AND EVALUATION DESIGN

8 Each incoming student will be tested, using teacher-created or textbook adopted assessments currently in use by
9 the Sarasota District Schools, in the areas of reading, writing, comprehension and mathematical ability. Academic
10 placement will be based on recommendations from former teachers and score levels achieved on the diagnostic
11 instruments. Achievement measurement during the academic year will be based on skill level attainment according
12 to the Sarasota District Schools curriculum guidelines, the Sunshine State Standards, portfolio assessment, teacher
13 observations, motivation, attendance, adherence to the Code of Conduct and student self-evaluation.

14 In accordance with Sarasota County’s Elementary Student Progression Plan promotion to the next higher-grade level
15 shall be based upon the following factors:

16 Proficiency in reading, writing, and mathematics as demonstrated by mastery of the Sarasota County District
17 Curriculum objectives, the Florida Comprehensive Assessment Test (FCAT Reading, FCAT Mathematics, FCAT
18 Writing Assessment) and district assessments, work habits and physical, emotional, and social development.

19 1. Suncoast Academy is committed to provide learning experiences which will allow each student to
20 attain at least one year of academic growth each year. Objective assessments designed to assess
21 specific content knowledge or skills, and which match content performance standards, will be
22 administered. In addition to traditional, publishers’, and teacher-created assessments, it is
23 expected that key evaluations how well students are meeting educational goals and standards will
24 include:

- 25 • Standardized achievement tests or criterion-referenced assessments, including national test
26 and appropriate statewide achievement test such as FCAT and Stanford 10.
- 27 • Other assessments include On the Mark, Scholastic Reading Inventory, Reading Counts,
28 FOCUS, Diagnostics for Math, Successmaker, Responsive Classroom Assessment Interview,
29 and SSRS (Social Skills Rating System).
- 30 • Student projects, presentations, portfolios, and authentic assessments.
- 31 • Parent/teacher conferences.

- 1 2. Suncoast Academy will be dependent upon the School district to provide the school with the
2 measurements with which to compare the rates of progress of comparable student populations.
3 With the assistance of District staff, the school will evaluate and compare the rates of progress of
4 the school’s students with the comparable students being educated in the District schools. Every
5 effort to appropriately “match” student populations will be made.
- 6 3. The School shall participate in the statewide Florida Comprehensive Assessment Test which
7 includes measures of student reading and math proficiencies in grades 3-8, writing at grade(s)
8 4and 8, and science at grades 5 and 8.
- 9 4. The Sponsor shall provide the School with reports on district and state assessments in the same
10 manner as for all public schools in the district.
- 11 5. For all state assessments the School will adhere to all legal requirement for testing exemptions and
12 accommodations for eligible ESE and ESOL students.

13
14 The instructional staff will partner with parents to insure clear and consistent communication regarding
15 academic progress, attendance, and overall performance. Teachers will also be expected to maintain
16 records of parent contacts.

- 17 1. (Reading) Suncoast Academy’s goal is to strive for a 4 percentage point increase each year for all
18 student subgroups when less than 70% are currently demonstrating proficiency. The school will
19 also strive for a percentage point increase for all student groups where 70% or more are currently
20 demonstrating proficiency.

21 Suncoast Academy’s goal is to strive for a 4 percentage point increase each year for all student
22 subgroups when less than 70% are currently demonstrating an annual learning gain. The school
23 will also strive for a percentage point increase for all student groups where 70% or more are
24 currently demonstrating an annual learning gain.

25 Suncoast Academy’s goal is to strive for a 4 percentage point increase in the number of students
26 demonstrating a learning gain in the lowest quartile.

27 (Math Suncoast Academy’s goal is to strive for a 4 percentage point increase each year for all
28 student subgroups when less than 70% are currently demonstrating proficiency. The school will

1 also strive for a percentage point increase for all student groups where 70% or more are currently
2 demonstrating proficiency.

3 Suncoast Academy's goal is to strive for a 4 percentage point increase each year for all student
4 subgroups when less than 70% are currently demonstrating an annual learning gain. The school
5 will also strive for a percentage point increase for all student groups where 70% or more are
6 currently demonstrating an annual learning gain.

7 Suncoast Academy's goal is to strive for a 4 percentage point increase in the number of students
8 demonstrating a learning gain in the lowest quartile.

9 (Writing) Suncoast Academy's goal is to strive for a 4 percentage point increase each year for all
10 student subgroups when less than 80% are currently demonstrating 3.5 or higher on the writing
11 essay.. The school will also strive for a percentage point increase for all student groups where
12 80% or more are currently demonstrating 3.5 or higher on the writing essay.

13 Suncoast Academy's goal is to strive for a 4 percentage point increase each year for all student
14 subgroups when less than 80% are currently demonstrating 3.5 or higher on the writing essay.
15 The school will also strive for a percentage point increase for all student groups where 80% or
16 more are currently demonstrating 3.5 or higher on the writing essay.

17 (Science) Suncoast Academy's goal is to strive for a 4 percentage point increase each year for all
18 student subgroups when less than 70% are currently demonstrating proficiency. The school will
19 also strive for a percentage point increase for all student groups where 70% or more are currently
20 demonstrating proficiency.

21 Suncoast Academy's goal is to strive for a 4 percentage point increase each year for all student
22 subgroups when less than 70% are currently demonstrating proficiency. The school will also
23 strive for a percentage point increase for all student groups where 70% or more are currently
24 demonstrating proficiency.

25 Each Year, there will be a decrease of students who are absent ten or more days.

26 • When 40% or more of the students have ten or more absences annually, Suncoast Academy will
27 strive for there to be a 4 percentage point decrease.

1 • If less than 40% of the students have ten or more absences annually, Suncoast Academy will
2 strive for there to be a minimum of a 2 percentage point decrease.

- 3 3. Scholastic Reading Inventory (SRI) reading comprehension assessment: grades 2-8
4 Fluency Probes: All students in grades 1-5; FCAT Level 1 and 2 students in grades 6-8
5 DIBELS: grades K-3
6 On the Mark K – 1
7 Other: FCAT Explorer, common assessments, running records, Successmaker Scores, FOCUS
8 online mini assessments for reading and math in grades 3-8, Stanford 10
9 4. Suncoast Academy will compare data with other students using Equip data provided by the
10 district.
11 5. The School shall participate in the statewide Florida Comprehensive Assessment Test which
12 includes measures of student reading and math proficiencies in grades 3-10, writing at grade(s) 4,
13 8 and 10, and science at grades 5, 8 and 10.

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

16 (c) For all state assessments the School will adhere to all legal requirement for testing
17 exemptions and accommodations for eligible ESE and ELL students

18 (d) The School will adhere to all testing requirements for promotion, retention and
19 graduation associated with the district’s Student Progression Plan.
20

21 E. EDUCATIONAL PROGRAM

22 A. Understanding the need for continual professional development to ensure that the latest
23 scientific methods are used in instructing children to read, the school has a current certified trainer
24 and is training two other staff members to become certified in training staff for the Responsive
25 Classroom approach. The seven key principles of the Responsive Classroom approach are as
26 follows: 1. The social curriculum is as important as the academic curriculum. 2. How children
27 learn is as important as what they learn: process and content go hand in hand. 3. The greatest
28 cognitive growth occurs through social interaction. 4. Children need certain social skills in order

1 to be successful academically and socially. These include: cooperation, assertion, responsibility,
2 empathy, and self-control. 5. Knowing the children a school teaches—individually, culturally,
3 and developmentally—is as important as knowing the content a school teaches. 6. Knowing the
4 families of the children a school teaches, and inviting their participation, is essential to children’s
5 education. 7. How the adults at school work together is as important as individual competence:
6 lasting change begins within the adult community. The Responsive Classroom approach is built
7 around six components that integrate learning, teaching, and caring in the daily functioning of a
8 classroom. These six components include classroom organization, morning meetings, rules and
9 logical consequences, choice time, guided discovery, and communication with parents. Classroom
10 organization that provides active interest areas for students, space for student-created displays of
11 work, and an appropriate mix of whole class, group and individual instruction. The school will
12 use a 1) morning meeting format that provides children the daily opportunity to practice greetings,
13 conversation, sharing, and problem solving, and motivates them to meet the academic challenges
14 of the day ahead. 2) Rules and logical consequences that are generated, modeled and role-played
15 with the children and that become a cornerstone of classroom life. 3) Choice time for all children
16 each day in which they must take control of their own learning in some meaningful way, both
17 individually and cooperatively. 4) Guided discovery of learning materials, areas of the room,
18 curriculum content and ways of behaving that moves children through a deliberate and careful
19 introduction to each new experience. There is no assumption that children already know how to
20 do something before they begin. 5) Assessment and reporting to parents that is an evolving
21 process of mutual communication and understanding.

22
23 B. Sarasota Suncoast Academy and its administration believes and supports that reading is the
24 most powerful skill a child can learn as it influences success in school and improves the overall
25 quality of life. The Responsive Education approach to learning involves the school administration,
26 the teacher, the student, the family and the community. The administration is a supportive role,
27 talking with parents, teachers, students, and community members about what is taking place at
28 Suncoast Academy. The administration will provide appropriate training to teachers and parents

1 in coordination with The Northeast Foundation of Children. The teacher's role in the responsive
2 classroom is to make the classroom environment an environment that is open and free to students
3 to experiment, make mistakes, and correct their own mistakes. The teacher will also create a
4 classroom community by involving the parents and students of the classroom in making decisions
5 that promote a positive climate for learning, and reinforces academic and social skills. The
6 student's role is to help make the rules, set up appropriate consequences, and be given the
7 opportunity to make choices in their learning that helps them become invested, self-motivated
8 learners. The parent's role is to be an active member of the classroom environment. There will be
9 a mandatory amount of volunteer hours that must be completed by the parent each quarter of the
10 school year. The parents will reinforce what takes place in the classroom at home each day. They
11 will also be responsible for going over behavior on a daily basis. With the emphasis that Suncoast
12 Academy places on reading, parents will be responsible for reading nightly and keeping a log of
13 books read each night. The community plays a vital role in providing resources when able to
14 Suncoast Academy teachers, students, and parents. Also, the community's view of the school is
15 an important factor to the success of the school. With this type of support, the student has a large
16 potential tutorial base to support reading available.

17
18 C. Suncoast Academy will prioritize and blend high quality reading and high quality instruction.
19 Understanding the dynamic interplay between instruction, student learning and evaluation, the
20 reading process along with reading comprehension will be enhanced.

21
22 The major basic reading components of reading instruction will include the following indicators:

- 23 -Phonemic awareness and analysis skills
- 24 -Fluency and automaticity in reading
- 25 -Learning phonics and skills using orthographic and structural analysis.
- 26 -Vocabulary development including morphemic and analysis and effective use and
27 understanding of oral language.

1 -Comprehension of text and understanding of the purposes and functions of written
2 language.

3
4 To assess the progress of students, they are screened at the beginning of the school year to
5 determine their reading development and to detect the presence of any difficulty. Progress
6 monitoring will be implemented throughout the year to detect and guide reading progress.
7 The curriculum for reading will meet the Sunshine State Standards.

8
9 D. An effective reading program will contain an environment where an abundance of resources
10 are available for the teacher and the student. It is the desire of Suncoast Academy to produce an
11 environment where reading is natural, expected and exciting.

12 It is the goal of Suncoast Academy to produce an environment that includes a variety of reading
13 material conducive to all reading levels within the classroom. This wide variety of text either in
14 the classroom or the Media Center is used to encourage the student to engage in the pleasurable
15 and informational act of reading and thereby increase fluency, vocabulary and comprehension
16 skills.

17 In addition to the print rich environment the use of technology also is a medium for reading. The
18 Internet as a research tool is invaluable. It promotes reading and comprehension by engaging the
19 student in a world of information that encourages reading and can become an important venue for
20 comprehension and critical thinking.

21
22 In summary, Suncoast Academy will utilize these four major factors that support high quality reading
23 instruction-enabling students to read well. We propose to emphasize these factors into our reading
24 program. They include professional development, administrative practices, high quality instruction
25 and an abundance of print-rich reading text materials and resources. The determination at every level
26 of Suncoast Academy is to ensure that every child can read at or above grade level.

1 The school will continue to implement the sponsor’s pupil progression plan, retention and promotion,
2 and will adhere to the districts comprehensive reading program.

3
4 Suncoast Academy recognizes the clear and distinct requirement to provide accommodations and services
5 for Section 504 students, ESE students with IEP’s and ESOL students. Using the Response To Intervention
6 model, the school will continually strive to determine students eligible for ESE services. When the
7 determination has been made, students will be provided instruction according to a prescribed, individual
8 plan to meet the needs of each student identified. The school will respond by the hiring of ESE and ESOL
9 certified faculty to meet the need set forth in each Individualized Education Plan (IEP) or Education Plan
10 (EP). The school will use the inclusion model for ESOL services. In addition, the school will provide, in
11 cooperation with the Sarasota District Schools, extensive in-service training for faculty and staff regarding
12 the needs of 504, ESE and ESOL students and appropriate and legally required accommodations.

13
14 Suncoast Academy believes that the philosophies to which the school adheres, the model the school
15 provides, and the attention to learning styles and behavior management reflect an inclusive educational
16 environment. After multiple interventions, those students whose needs cannot be adequately addressed will
17 be appropriately referred. The staff will work with the Sarasota County School Board personnel to ensure
18 that the needs of these students are met in the most appropriate setting. Parents of students with disabilities
19 will receive procedural guidelines and guidance.

20
21 2. Instructional staff will be required to attend professional development in curricular areas.
22 Responsive Classroom training through the Northeast Foundation for Children is a school
23 requirement. Each new teacher and second year teacher is required to attend a weeklong
24 workshop presented by a certified trainer after becoming employed at Suncoast Academy. During
25 the school year, the school will look at data from state testing, climate surveys, teacher surveys,
26 and needs-based assessments to determine professional development for the staff. Each teacher
27 will be required to take one course/workshop in an area that is pertinent to their grade/subject level
28 each year. Extensive training in the Responsive Classroom approach will be projected out for staff
29 based on years of teaching experience in our approach to teaching.

- 1 3. The School shall ensure that its curriculum exposes students to the Sponsor’s curriculum
- 2 frameworks to assist students who transfer into and out of the School.
- 3 4. The School agrees to allow the Sponsor reasonable access to review data sources, including
- 4 collection and recording of procedures, in order to assist the Sponsor in making a valid
- 5 determination about the degree to which student performance requirements, as stated in this
- 6 Charter, have been met.
- 7 5. The School will submit a School Improvement Plan designed to achieve the state education
- 8 priorities pursuant to Section 1000.03(5), Florida Statutes, each year in the same time frame as
- 9 other district schools.

10
11

12 F.. DISCIPLINE

- 13 1. The School agrees to maintain a safe learning environment at all times, and, in order to provide
- 14 criteria for addressing discipline issues that will ensure the health, safety and welfare of all
- 15 students attending the school, the School will adopt the Sponsor’s Code of Student Conduct.
- 16 2. The School will implement the Sponsor’s rules and procedures governing student expulsion. All
- 17 expulsions will be processed through the Sponsor.
- 18 3. The School will report each month to the Sponsor the number of violations of the Code, by
- 19 offense, to be included in the District’s discipline reporting. The School agrees that it will not
- 20 engage in the corporal punishment of students.
- 21 4. The School may suspend a student for conduct not subject to expulsion, but yet in violation of the
- 22 School’s Code of Student Conduct. The School will implement the Sponsor’s rules and
- 23 procedures for student suspension.
- 24 5. Upon the School’s decision to implement dismissal, the School shall refer the student to the
- 25 Sponsor for appropriate placement with the district. Dismissal procedures shall be clearly defined
- 26 in writing, shared with students and parents and provided to the Sponsor no later than two weeks
- 27 prior to the opening of school each year. In case where dismissal is implemented, the parents will
- 28 receive written notice of the dismissal including the reasons for dismissal and a summary of the

1 actions taken to assist the student prior to dismissal. The Sponsor shall be provided a copy of the
2 dismissal notice at the same time as the parent. The School shall work in conjunction with the
3 parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals
4 occur at logical transition points in the school year (e.g. grading periods or semester breaks) that
5 minimize impact on the student grades and academic achievement. The School shall annually
6 provide to the sponsor a copy of its dismissal procedures prior to the opening of school.

- 7 6. Following the adopted Code of Student Conduct, the School may refer students to other
8 community programs, or contracted services programs in lieu of suspension from the School.

9 Students recommended for expulsion will be referred to the Sponsor for appropriate disposition.

10 **G. RECORDS**

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

- 1 6. The School will comply with all other public record retention requirements for non-student related
2 records.

3 **PART III – HUMAN RESOURCES**

4 **A. EMPLOYMENT**

- 5 1. The parties to this Charter agree that the School shall select its own employees.
- 6 2. The School agrees that its employment practices shall be nonsectarian.
- 7 3. The teachers employed by or under contract to the School shall be certified as required by Chapter
8 1012, Florida Statutes and the Federal No Child Left Behind statute and regulations.
- 9 4. The Administrator and all full-time teachers will be trained prior to the start of school in the most
10 relevant components of the School’s staff development plan.
- 11 5. The School may not employ an individual to provide instructional services or to serve as a
12 teacher’s aide if the individual’s certification or licensure as an educator is suspended or revoked
13 by this or any other state.
- 14 6. The School may not knowingly employ an individual who has resigned from a school district in
15 lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for
16 just cause by any school district with respect to child welfare or safety or who is under current
17 suspension from any school district.
- 18 7. The School agrees to disclose to the Sponsor and to the parents the qualifications of its teachers.
19 The School shall provide to the Sponsor and to parents, prior to the opening of school, the
20 qualifications and assignments of all staff members. Changes will be provided to the Sponsor at
21 the end of each grading period.
- 22 8. The School agrees to implement written policies and procedures for the hiring and dismissal of
23 personnel; policies governing salaries, contracts, unemployment compensation and benefits
24 packages; and the procedures for responding to a finding that a governing board member or staff
25 member has a criminal record. This policy will also detail the procedures for screening of all
26 volunteers and mentors. These personnel policies and procedures shall be provided to the Sponsor
27 no later than two weeks prior to the opening of school each year

1 9. The School shall require all employees including the members of the governing board to be
2 fingerprinted by an authorized law enforcement agency and processed by the State Department of
3 Law Enforcement and the Federal Bureau of Investigation for criminal background checks. The
4 cost of fingerprinting shall be borne by the School or the employees. The results of all such
5 background investigations and fingerprinting will be reported in writing to the Superintendent of
6 Schools or his/her designee. The governing board's fingerprints shall be taken within one month
7 of the contract signing and subsequently within one month of new governing board members'
8 assuming office. No employee may be on campus with students until his/her fingerprints are
9 taken. The school shall ensure that it complies with fingerprinting and background check
10 requirements, including those relating to vendors, pursuant to Florida Statutes, Sections 1012.32,
11 1012.465, 1012.467, and 1012.468.

12 10. The School shall not violate the anti-discrimination provisions of Section 1000.05, Florida
13 Statutes, and the Florida Education Equity Act.

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

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

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

20 **A. FINANCIAL MANAGEMENT**

21 The school is contracted with School Financial Services, Inc. for a variety of resources.

22 Founded in May 2001, School Financial Services provides contract controller services for 28 schools
23 currently in operations and 7 schools in various stages of development. School Financial Services range of
24 services includes budget preparation, purchasing, accounts payable, general ledger maintenance, financial
25 statement preparation and reporting, and audit procurement and liaising.
26

27 If the school changes contractors or provides for financial management services in some other way, the
28 school shall notify the sponsor, provide a copy of any new contract, and/or describe the manner in which
29 services will be provided within 30 days of the change.
30

1 B. REVENUE

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

10 1. The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or
11 a special program in a school in the Sponsor’s district. The basis of the funding shall be the sum
12 of the Sponsor’s operating funds from the Florida Education Finance Program (FEFP) as provided
13 in Section 1001.62, Florida Statutes, and the General Appropriations Act, including gross state and
14 local funds, discretionary lottery funds and funds from the Sponsor’s district current operating
15 discretionary millage levy, divided by the total funded weighted full-time equivalent students
16 (WFTE) in the Sponsor’s district; multiplied by the weighted full-time equivalent students for the
17 School.

18 2. If the School’s students or programs meet the eligibility criteria in law, the School shall be entitled
19 to its proportionate share of categorical program funds included in the total funds available in the
20 FEFP by the Legislature, including transportation. Federal and State Categorical appropriations
21 will be expended through the appropriate Sponsor accounts to insure compliance with applicable
22 grant restrictions

23 3. Funding for the July and August disbursements shall be based on the number of students
24 registered with the Sponsor on July 1st. Total funding for the School shall be recalculated to reflect
25 the district’s 10 day adjustments, and revised calculations under the FEFP by the State and the
26 actual WFTE students reported by the School during the full-time equivalent survey periods
27 designated by the Commissioner of Education. Additionally, funding for the School shall be
28 adjusted during the year as follows:

- 1 a. In the event of a state holdback or a proration, which reduces Sponsor funding, the
2 School's funding will be reduced proportionately.
- 3 b. In the event that the Sponsor exceeds the state cap for WFTE for Group 2 programs
4 established by the Legislature resulting in unfunded WFTE for the Sponsor, then the
5 School's funding shall be reduced to reflect its proportional share of any unfunded
6 WFTE.
- 7 c. The School's funding shall be capped at 100% of its projected enrollment for any given
8 school year.
- 9 4. The Sponsor shall make every effort to ensure that the School receives timely and efficient
10 reimbursement of the funds specified in paragraph IV, B, 2 above. The payment shall be issued
11 no later than ten (10) working days after the Sponsor receives a distribution of state or federal
12 funds. If a warrant for payment is not issued within thirty (30) working days after the receipt of
13 funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the
14 scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily
15 basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the
16 warrant is issued. Notwithstanding the foregoing, distribution of funds may be withheld if any of
17 the following required documents are more than thirty (30) days overdue;
- 18 The monthly Budget and Disbursement Report
19 The School's Annual Report
20 The School's Year End Financial Statement
21 The School's Annual Independent Financial Audit
- 22
- 23 5. The Sponsor shall retain an administrative fee of 5% of the available funds as defined in paragraph
24 B, 2 of this Part for the administration of the Charter. However, the Sponsor shall only withhold
25 the 5% administrative fee for enrollment up to and including 500 students. For charter schools
26 with a population of 501 or more students the difference between the total administrative fee
27 calculation and the amount of the administrative fee withheld may only be used for capital outlay
28 purchases specified in S. 1013.62(2). Service provided under the 5% administrative fee shall

1 including processing the application and the academic and financial monitoring required of the
2 Sponsor by law. Also included in this fee are the following Sponsor services: pony delivery
3 system, FTE and data reporting, student reassignments, exceptional student education
4 administration, test administration, processing of teacher certification data, information services,
5 and procurement of materials through the purchasing warehouse. If the School requests services
6 from the Sponsor beyond those stated above, the Sponsor and the School will enter into a separate
7 written agreement approved by both parties. If goods and services are made available to School
8 under such agreements they shall be provided at a rate no greater than the Sponsor's actual cost,
9 unless otherwise agreed. The funds required to provide these services will be deducted from the
10 School's revenue disbursements.

- 11 6. The Sponsor shall provide the distribution of funds reconciliation with each revenue disbursement
12 to the School.
- 13 7. At regular intervals, the Sponsor shall monitor the School's progress towards the goals established
14 in this Charter and shall monitor the revenues and expenditures of the School.
- 15 8. In any programs or services provided by the Sponsor which are funded by federal funds and for
16 which federal dollars follow the eligible student, the Sponsor agrees, upon adequate
17 documentation from the School, to provide the School with the federal funds received by the
18 Sponsor's district if the same level of service is provided by the School, provided that federal law
19 or regulation does not prohibit this transfer of funds.
- 20 9. The School agrees to comply with the Sponsor's rules, policies and procedures for federal and
21 state Grants Management for grants submitted through the Sponsor, which include, but are not
22 limited to:
 - 23 a. Working with the Grants Management Department and the Supervisor of Charter Schools
24 to facilitate Sponsor's approval for all federal and state grants;
 - 25 b. Submitting a Grant Application Executive Summary Form and grant description for each
26 such grant processed, and submitting an annual end-of-the-year Grant Final Report.
 - 27 c. Ensuring that all grant indirect costs are appropriated to the district for applicable Federal
28 Grants that are approved, monitored and/or disbursed by the Sponsor.

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

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

10 C. REPORTING OF STUDENT PARTICIPATION FOR FUNDING

11 1. Consistent with the Sponsor's procedures for establishing all schools' enrollment projection for the
12 following year, the Charter School shall suggest the capacity of each grade level and of the school
13 as a whole, based upon the application, the educational program, the School's financial status, and
14 the facility. The School and the Sponsor shall reach agreement on the final determination of the
15 official enrollment projection within the same time line as for all schools in the district.

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

19 3. The School will report the daily attendance of each student to the Sponsor to meet District
20 attendance reporting requirements.

21 4. The School agrees to report its student enrollment to the Sponsor as provided in Section 1001.62,
22 Florida Statutes, and in accordance with the definitions in Section 1001.61, Florida Statutes, at the
23 agreed upon intervals and using the method used by the Sponsor's district when recording and
24 reporting cost data by program. The Sponsor agrees to include the School's enrollment in the
25 Sponsor's district when recording and reporting cost data by program. The Sponsor agrees to
26 include the School's enrollment in the Sponsor's district report of student enrollment.

27 5. If the School submits data relevant to FTE or Federal funding that is later determined through the
28 audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the

1 State, the United States Department of Education or the Sponsor for any errors or omissions in
2 data that the School submitted. The Sponsor shall deduct the any such adjustments from the
3 School's subsequent revenue disbursements.

4
5 **D. FACILITIES/PROPERTY**

- 6 1. Suncoast Academy will be housed at 8084 Hawkins Road. The school will use the existing
7 facilities and any future facilities on the property that are appropriate and safe for the education of
8 students.
- 9 2. The School agrees to use facilities that comply with the State Uniform Building Code for Public
10 Education Facilities Construction adopted pursuant to Florida Statutes. The School shall utilize
11 facilities that comply with the Florida Building Code, pursuant to chapter 553, and the Florida Fire
12 Prevention Code, pursuant to chapter 633, as adopted by the authority in whose jurisdiction the
13 facility is located. The School shall provide the Sponsor with a list of the facilities to be used and
14 their location. The School agrees to periodic health and safety inspections conducted by district
15 safety staff.
- 16 3. This Charter is contingent upon the School securing appropriate facilities at least one month prior
17 to the first day of school for students each year. The School must provide a copy of the lease
18 agreement or ownership documents and certificate of occupancy documenting compliance with all
19 applicable codes, by that date. If the School is not in compliance by that date, the Charter shall
20 terminate unless the School provides, to the satisfaction of the Superintendent by two weeks prior
21 to the opening of school, a contingency plan enabling the School to open by the first day of the
22 school year. If the School will change sites or facilities during the school year, the School shall
23 provide the Sponsor a copy of the lease agreement or ownership documents and certificate of
24 occupancy documenting compliance with all applicable codes one month prior to the move. If the
25 School is not in compliance by that date, the Charter shall terminate unless the School provides, to
26 the satisfaction of the Superintendent by two weeks prior to the move date, a contingency plan
27 enabling the School to remain open during the transition.

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

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

10 E. TRANSPORTATION

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

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

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

22
23 F. FOOD SERVICES

24 The School shall comply with the federal requirements for free and reduced meal service. If the
25 School utilizes the Sponsor for the provision of free and reduced meal service, the parents of students
26 eligible for free or reduced priced meals must complete an application and submit it to the Sponsor's
27 Food and Nutrition Services Department for review and processing. The School shall be responsible
28 for picking up meals or may contract with the Sponsor for delivery. If the School desires meal service

1 for students not eligible for free or reduced priced meals, the Sponsor will provide such meals at the
2 regular rate per student. If meal service is utilized, the School and the Sponsor shall enter into a
3 separate contract.

4 G. FINANCIAL REPORTING

5 1. The School agrees that it will submit to the Sponsor in a timely manner, the information specified
6 in Section 1010.20, Florida Statutes and State Board Rule 6A-1.001, 6A-1.0071, 6A-7.095 and
7 6A-5.071.

8 2. The School will maintain all financial records, which constitute their accounting system in
9 accordance with the accounts, and codes prescribed in the most recent issuance of the publication
10 titled "Financial and Program Cost Accounting and Reporting for Florida Schools." The School
11 will provide year-end financial report and program cost report information in the state-required
12 formats for inclusion in the district reporting in compliance with F.S.1011.60. The School's year-
13 end financial report will be submitted to the Sponsor's Finance Office on or before August 15th of
14 each year of the Charter. The School's program cost report will be submitted to the Sponsor's
15 Finance Office on or before August 30th of each year of the Charter.

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

19 4. The asset and liability projections required by the application, which are incorporated into the
20 Charter, shall be compared with the information provided in the annual report of the School. The
21 charter shall ensure that, if the charter school independent audit reveals a deficit financial position,
22 the auditors are required to notify the charter school governing board, the Sponsor, and the
23 Department of Education. The independent auditor shall report such findings in the form of an
24 exit interview to the principal or the principal administrator of the charter school and the
25 chairperson of the governing board within 7 working days after finding the deficit position. A
26 final report shall be provided to the entire governing board within 7 working days after finding
27 deficit position. A final report shall be provided to the entire governing board, the Sponsor, and
28 the Department of Education within 14 working days after the exit interview.

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

10 **PART V - GENERAL PROVISIONS**

11 **A. CHARTER RENEWAL, MODIFICATION AND TERMINATION**

- 12 1. This Charter may be renewed as provided for in Section 1002.33, Florida Statutes.
13 2. This Charter may be modified upon recommendation of the Sponsor or the School governing
14 board provided such modifications are agreed to in writing and executed by both parties.
15 3. At the end of the term of this Charter, the Sponsor may choose not to renew the Charter for any of
16 the following grounds:
17 a. Failure to participate in the state’s accountability system created in s.1008.31, as
18 required in this section or failure to meet the requirements for student performance as
19 set forth in this Charter.
20 b. Failure to meet the requirements for financial reports or meet generally accepted
21 standards of fiscal management.
22 c. Violation of law.
23 d. Other good cause shown.
24 4. During the term of this Charter the Sponsor may terminate this Charter for any of the grounds
25 listed above in paragraph 3, or if insufficient progress has been made in attaining the student
26 achievement objectives of this Charter, and if it is not likely that such objectives can be met before
27 the expiration of the Charter.

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

26 9.

27 B. DISPUTES AND CONCERNS

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

6 **C. STATUTORY AND SPONSOR RULE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

- 1 g. The Family and Medical Leave Act of 1993 (FMLA) – requires covered employers to
- 2 provide up to 12 weeks of unpaid, job protected leave to “eligible” employees for
- 3 certain family and medical reasons.
- 4 h. Florida Educational Equity Act – prohibits discrimination on the basis of race, gender,
- 5 national origin, marital status, or handicap against a student or employee.
- 6 i. Florida Civil Rights Act of 1992 – secures for all individuals within the state freedom
- 7 from discrimination because of race, religion, sex, national origin, age, handicap or
- 8 marital status.
- 9 j. Individuals with Disabilities Education Act (IDEA- 2004) guaranteeing a free
- 10 appropriate public education (FAPE) to all disabled students.
- 11 k. Florida Consent Decree (1990) providing the legal framework for the provision of
- 12 educational services and equal access for Limit English Proficient students
- 13 l. The Federal No Child Left Behind Act

- 14
- 15 4. The School agrees to comply with all Sponsor rules, policies and procedures regarding Safe and
- 16 Drug Free Schools, including Drug Free Workplace, Drug Free School zones and tobacco use on
- 17 school grounds.
- 18 5. The School shall annually complete and submit to the Sponsor, a Critical Incident Plan in the
- 19 format designed by the Sponsor, according to the timelines required for all district schools.
- 20 6. The School shall, in the interest of student and staff health and safety, conduct and document fire
- 21 and severe weather drills in the same manner and frequency as required by other district schools.
- 22 7. The School and Sponsor shall comply with Section 1002.33, Florida Statutes, relating to charter
- 23 schools and any amendments thereto.

24

25 D. ANNUAL REPORT

- 26 1. The governing body of the School shall report its progress annual to the Sponsor, which shall
- 27 forward the report to the Commissioner of Education by the date specified by the Florida
- 28 Department of Education. The Department of Education shall include in its compilation a notation

1 if a school failed to file its report by the deadline established by the Department. The Schools
2 annual report shall be prepared utilizing the template provided by the Florida Department of
3 Education and shall contain all required components pursuant to F.S. 1002.33 including:

- 4 a. Student achievement performance data, including the information required for the
5 annual school report in the education accountability system governed by s.1008.31
6 and 1008.345. Charter schools are subject to the same accountability requirements
7 as other public schools, including reports of student achievement information that
8 links baseline student data to the school's performance projections as identified in
9 the charter. The charter school shall identify reasons for any difference between
10 projected and actual student performance.
- 11 b. Financial status of the charter school, which must include revenues and expenditures
12 at a level of detail, that allows for analysis of the ability of the ability to meet
13 financial obligations and timely repayment of debt.
- 14 c. Documentation of the facilities in current use and any plan facilities for the use by
15 the charter school for instruction of students, administrative functions, or investment
16 purposes.
- 17 d. Descriptive information about the charter school personnel, including salary and
18 benefit levels of charter school employees, the proportion of instructional personal
19 who hold professional or temporary certificates and the proportion of instructional
20 personnel teaching in field or out of field.

21 E. INDEMNIFICATION

22 The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and
23 agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including
24 reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence,
25 intentional wrongful act, misconduct or culpability of the School's employees or other agents in
26 connection with and arising out of any services within the scope of this Charter; (b) the School's
27 material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any
28 subcontractors. In addition, the School shall indemnify, protect and hold the Sponsor harmless against

1 all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of
2 patent or other proprietary rights in any material, process, machine or appliance used by the School and
3 any claims or actions related to violation of any state or federal statutes or regulations including those
4 referenced in Part V, Section C, 2, a-k of this Agreement. Notwithstanding anything to the contrary
5 contained herein, neither the School nor the Sponsor waives sovereign immunity to the extent
6 sovereign immunity is available. The School shall notify the Sponsor of any such claim promptly
7 upon receipt of same. The Sponsor shall have the option to defend, at the School's expense, any
8 claims arising under this provision. If the Sponsor does not choose to hire its own counsel to defend,
9 the School shall assume the defense of any such claim and the Sponsor shall delegate complete
10 authority to the School in the defense thereof.

11 F. INSURANCE

- 12 1. The School agrees to provide proof of insurance for Errors and Omissions coverage to include
13 prior acts, sexual harassment, civil rights and employment discrimination, breach of contract,
14 insured versus insured, consultants and independent contractors and with minimum policy limits
15 of \$1,000,000.00; general liability coverage written on an occurrence form with minimum policy
16 limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00; business
17 automobile coverage with the same limits as general liability.
- 18 2. The School further agrees to secure insurance coverage for its own buildings and contents.
- 19 3. The School further agrees to secure and maintain property insurance for the School's personal
20 property, and to insure all Sponsor owned property to be used by the School to its full guaranteed
21 replacement cost with the Sponsor named as loss payee.
- 22 4. The School agrees to provide adequate Workers' Compensation insurance coverage as required by
23 Chapter 440, Florida Statutes.
- 24 5. No later than 30 days prior to the opening of school, the School shall furnish the Sponsor with
25 fully completed certificates of all insurance policies, signed by an authorized representative of the
26 insurer(s) confirming the coverage begins before the initial opening day of classes. The
27 certificates shall be issued to the District School Board and name the School Board as an
28 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.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Charter to be executed by their respective undersigned officials this ____ day of _____, 2009.

THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

CHARTER SCHOOL

BY: _____

BY: _____

Approved for Legal Content
June 11, 2009, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH