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THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

CHARTER FOR

THE STUDENT LEADERSHIP ACADEMY OF VENICE

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THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
CHARTER FOR
THE STUDENT LEADERSHIP ACADEMY OF VENICE

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

to offer another public school choice option to parents in Sarasota County.

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

The mission of the school is

- **To provide an academic and social atmosphere that will promote SCHOLARSHIP in adolescents by encouraging them to discover and develop their individual talents and to recognize that reading is a requisite skill for scholarship in all areas;**
- **To create stimulating opportunities for students to develop LEADERSHIP skills, and;**
- **To instill in students, the value of volunteerism through SERVICE learning.**

This Charter shall become effective *July 1, 2009* or upon signing by both parties, whichever date is later, and shall be for a term of *15* years commencing on *July 1, 2009* and ending on *June 30, 2024* unless sooner terminated as provided herein.

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

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

PART I - GOVERNANCE AND MANAGEMENT

A. FOUNDING BOARD

The founding board has been replaced by the following governing board members:

1. Mr. Norman MacLellan – President, Retired Colonel, United States Army
2. Mr. Thomas Trammell – Vice-President, Senior Vice-President, Dale K. Ehrhart, Inc.

1 3. Mrs. Irene Gilson – Secretary, Community member and former parent

2 4. Mr. James Ball – Treasurer, Certified Financial Planner

3 5. Mr. Robert Cemovich – Director, Attorney and current parent

4 B. GOVERNING BOARD

5 The Governing Board is made up of five members. There is a President, Vice-President, Secretary and
6 Treasurer. One member is a director. The board meets on the second Monday of each month at
7 4:00pm at the school. The Governing Board has received board training in the areas of Government in
8 the Sunshine, fiscal responsibility, and school operations.

9 The Student Leadership Academy is a public employer.

10 1. The School shall be operated by a Florida not-for-profit entity, and shall manage its activities and
11 affairs. Voting shall control the organization, and only the governing board shall vote. The
12 officers shall consist of, at a minimum, a president, a vice president, a treasurer, and a secretary.

13 2. The School's governing body shall be its governing board. The governing board will consist of a
14 minimum of five (5) voting members with a majority of voting members constituting a quorum.

15 The Board shall be locally determined and members will reside in Sarasota County, Florida. This
16 board will develop and implement policies regarding educational philosophy, program, and
17 financial procedures. The Board will oversee assessment and accountability procedures to assure
18 that the School's student performance standards are met or exceeded.

19 2. The School's governing board will include local representation from parents/guardians and
20 professionals qualified to support the School's mission and the education of the School's students.

21 3. The School's governing body will be held accountable to its students, parents/guardians, and the
22 community at large, through a continuous cycle of planning, evaluation, and reporting as set forth
23 in Florida Charter School Statute, F.S. 1002.33.

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

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

- 1 6. The governing board shall not be involved in day-to-day operation of the School including
2 supervision of teachers, support, and contractual staff. Such staff will be directly supervised by
3 the Principal or Director.
- 4 8. A School Advisory Council (SAC) will be established to facilitate achievement of the mission of
5 the School, and to ensure that the School meets the needs of the children and community it is
6 developed to serve. The governing board may serve as the SAC.
- 7 9. As indicated above, the School Principal/Director and support staff will be responsible for
8 administrative school functions, such as bookkeeping, pursuant to the rules and policies developed
9 by the School's governing board.
- 10 10. No member of the School's governing board or their immediate family will receive
11 compensation, directly or indirectly from the School's operations. Violation of this provision
12 or any violation of F.S. 112.313 shall constitute a material breach of the Contract.
- 13 11. The School's governing board will publish a calendar containing a schedule of all governing board
14 meetings for the school year, including the date and time of the meetings and their locations. All
15 governing board meetings shall be held in Sarasota County. The School will provide reasonable
16 notice to the Sponsor of any changes or cancellation of scheduled meetings, to the extent practical.
17 The School agrees to hold meetings at least monthly during the school year.
- 18 12. The School agrees to allow reasonable access to its facilities and records to duly authorized
19 representatives of the Sponsor. Conversely, the Sponsor agrees to allow reasonable access to its
20 records to duly authorized representatives of the School to the extent allowable by law.

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28 C. MANAGEMENT COMPANIES

- 29 1. If a management company will be operating or providing significant support to the School, the
30 contract between the management company and the governing board of the School shall be
31 submitted to the Sponsor prior to the approval of the School's Contract. All amendments to the
32 contract between the management company and the governing board of the School shall be
33 submitted to the Sponsor within five (5) days of execution.
- 34 2. The contract between the governing board of the School and the management company shall
35 require that the management company operate the School in accordance with the terms stipulated
36 by the Sponsor.

1
2 in the School's Contract and all applicable laws, ordinances, rules, and regulations.

3
4 3. Any default or breach of the terms of this Contract by the management company shall
5
6 institute a default or breach under the terms of the Contract between the School and Sponsor.

7
8 4 In all activities, the governing board and management company will maintain an appropriate
9
10 arms-length distance as determined by Federal Internal Revenue Service guidelines.

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13 D. SCHOOL ADMINISTRATION

14 The principal/director of the charter school will have at a minimum, the following experience:

15 Successful teaching experience of at least five years, knowledge and understanding of Florida's charter
16 school laws and successful administrative experience of at least five years in the state of Florida in a
17 secondary school either public or private.

18
19 **PART II - ACADEMIC DESIGN AND ACCOUNTABILITY**

20 A. GRADE LEVELS TO BE SERVED

21 **The school will serve students in grades 6-8. The school's curriculum will follow the Next**
22 **Generation Sunshine State Standards and all instruction will be aligned with those standards.**

23 B. STUDENTS

24 1. DEFINITION OF COMMUNITY

25 a. The parties agree that the community to be served by this Charter is defined as
26 follows: **any student who resides in Sarasota County or who is covered by an inter**
27 **district agreement with other Florida Counties.**

28 b. The School further agrees that it shall achieve a racial/ethnic balance reflective of the
29 "community" it serves, as defined above or within the racial/ethnic range of other public
30 schools in the Sponsor's district; that it will not discriminate against students with
31 disabilities who are served in Exceptional Student Education programs (ESE) and
32 students who are served as English Language Learners (ELL) and that it shall not violate
33 the anti-discrimination provisions of Section 1000.05, Florida Statutes, the Florida

1 Education Equity Act and the 1990 Florida Consent Decree. The School shall guarantee
2 admissions policies will be nonsectarian.

3 c. The Student Leadership Academy will make sure that all stakeholders will receive
4 marketing information which tells about the opportunities afforded to any middle school
5 student who wishes to enroll in SLA. The school also will provide transportation so that
6 it is not a barrier to equal access to students who reside in North Port and surrounding
7 areas.

8 2. PARTICIPATION IN INTERSCHOLASTIC EXTRACURRICULAR ACTIVITIES

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

12 C. STUDENT ADMISSION PROCEDURES AND CRITERIA

13 1. The School agrees to enroll an eligible student by accepting a timely application through *May 30th*
14 *of each year*. If the target goal of students is not met by *May 30th of each year* the School will
15 give sufficient public notice and extend the application deadline through the start date of the
16 upcoming school year. If enrollment projections are not met, the school will submit a revised
17 educational program and a revised annual budget taking into account are reduced enrollment.
18 Failure to comply with this requirement may result in immediate termination by the Sponsor.
19 If the number of applications exceeds the capacity of the program, class, grade level, or building,
20 all applicants shall have an equal chance of being admitted through a random selection process.
21 Preference may be given to siblings of students enrolled in the School, to the child of a member of
22 the governing board of the School, or to the child of an employee of the School.

23 2. If space becomes available during the academic year, admission will be given based on a random
24 selection of those desiring admission. If the number of applicants is below the desired number of
25 students, the School reserves the right to extend the application deadline provided sufficient public
26 notice is given. If the number of applicants exceeds the capacity of the program, class, grade level,
27 or building, all applicants shall have an equal chance of being admitted through a random selection
28 process. The School reserves the right to extend the application deadline provided sufficient

1 public notice is given. Public notice shall include newspaper announcements, notice to guidance
2 counselors at area schools, flyers and bulletins throughout the community, and radio public service
3 information announcements. Such public notice must include written notice and public service
4 announcement in any native language that represent at least 5% of the Sponsor's ELL population.

- 5 3. Enrollment is subject to compliance with the provisions of Section 1003.22, Florida Statutes,
6 concerning school entry health examinations and immunizations.
- 7 4. If the Charter is not renewed or is terminated, a student who attended the School may be enrolled
8 in another public school. Normal application deadlines shall be disregarded under such
9 circumstances but program enrollment limits will be maintained in specialized programs.
- 10 5. A student may withdraw from the School at any time and enroll in another public school, as
11 determined by School Board policy. The School shall work in conjunction with the parent(s) and
12 the receiving school to assure that, to the greatest extent possible, such transfers occur at logical
13 transition points in the school year (e.g. grading periods or semester breaks) that minimize impact
14 on the student grades and academic achievement.
- 15 6. Exceptional students shall be provided with programs implemented in accordance with Federal,
16 state and local policies and procedures; and, specifically, the Individuals with Disabilities
17 Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, Sections 1000.05 and
18 1001.42(4)(l) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This
19 includes, but is not limited to:
 - 20 • A non-discriminatory policy regarding placement, assessment, identification, and
21 selection;
 - 22 • Free appropriate public education (FAPE)
 - 23 • Individual Educational Plans (IEP's), to include an annual IEP meeting with the
24 student's family.
- 25 7. Students with disabilities will be educated in the least restrictive environment, and will be
26 segregated only if the nature and severity of the disability is such that education in regular classes
27 with the use of supplementary aids and services cannot be achieved satisfactorily. The School

1 shall provide the following levels of service, including required related services, to students with
2 disabilities: **The school will provide the following services listed below.**

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

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

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

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

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

- 24 • **Identification and Assessment**
 - 25 ○ Home Language Survey, English language and programmatic assessment, ELL
 - 26 Student Plan
 - 27 ○ Classification, reclassification and monitoring
 - 28 ○ ELL Committee
 - 29
 - 30
- 31 • **Equal Access to Appropriate Programming**
 - 32 ○ Instruction in Intensive English/ESOL

- 1 ○ Basic Subject Areas (Math, Science, Social Studies, Computer Literacy) using ESOL
- 2 strategies taught by appropriate personnel
- 3 ○ Comply with the Sponsor’s State-approved ELL Plan
- 4 ▪ Criteria for identification, entry/exit, assessment instruments
- 5 ▪ Individual ELL Student Plan in each student’s cum folder
- 6 ▪ Personnel trained and qualified (documented)
- 7 ▪ Parent Leadership Council
- 8
- 9 • **Equal Access to Appropriate Categorical and Other Programs for ELL Students** (ESE,
- 10 gifted dropout prevention Title I, home-school communications)
- 11
- 12 • **Personnel**
- 13 • Category II Teachers (Basic Subject Areas): math, science, social studies, Computer
- 14 Literacy – 60 in-service points or 3 credit hours – survey course (Empowering for
- 15 Content Teachers)
- 16 • Category I Teachers (Reading K-12, Elementary K-5, English/Language Arts 6-12 and
- 17 ESE self-contained): 300 in-service points or 15 credit hours – ESOL Applied
- 18 Linguistics, Cross-Cultural Communication, ESOL Curriculum, ESOL Methods, and
- 19 ESOL Testing and Evaluation
- 20 • Category III Teachers (Other Subject Areas): media, PE, art, music, etc. – 18 in-service
- 21 points or 3 credit hours – survey course (Empowering for Other Teachers)
- 22
- 23 • **Monitoring Issues**
- 24 ○ Identification and Assessment
- 25 ○ Modified curriculum and appropriate materials
- 26 ○ Appropriate and qualified personnel
- 27 ○ Parent involvement
- 28
- 29 • **Outcome Measures**
- 30 ○ Program effectiveness
- 31 ○ Comparison of ELL/non-ELL student criteria
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36 D. STUDENT ASSESSMENT AND EVALUATION DESIGN

- 37 1. The School will look at the student’s previous FCAT levels to make a determination regarding the
- 38 baseline level for student achievement. The school is committed to providing that each student
- 39 makes a year’s worth of progress in a year’s worth of time.
- 40 2. The School’s measurable objectives for Reading, Writing, Math, and Science will be provided in
- 41 the School’s yearly School Improvement Plan and will be consistent with the assessment goals
- 42 and objective of the Sponsor.
- 43 3. The School will use the FCAT data from the past and present years to determine student gains along
- 44 with subject area pre and post tests given at the beginning and the end of the year.

- 1 4. The School will use progress monitoring in determining the rates of student progress during the
2 academic year.
- 3 5. The School shall participate in the statewide Florida Comprehensive Assessment Test which
4 includes measures of student reading and math proficiencies in grades 3-10, writing at grade(s) 4,
5 8 and 10, and science at grades 5, 8 and 10.
 - 6 (b) The Sponsor shall provide the School with reports on district and state assessments in
7 the same manner as for all public schools in the district.
 - 8 (c) For all state assessments the School will adhere to all legal requirement for testing
9 exemptions and accommodations for eligible ESE and ELL students
 - 10 (d) The School will adhere to all testing requirements for promotion, retention and
11 graduation associated with the district's Student Progression Plan.

12
13 E. EDUCATIONAL PROGRAM

- 14 1. The School's focus of the curriculum will directly tie to the Sponsor's curriculum frameworks.
15 The School will use some different instructional techniques such as: differentiated instruction,
16 direct instruction, and problem based learning. Instructional techniques for students with
17 disabilities will follow the student's IEP and every effort will be made to utilize researched-based
18 instructional techniques for these students to be successful in the regular classroom. Reading will
19 be a primary focus of the curriculum. Students who are below level in reading will receive
20 specialized instruction from a certified Reading teacher. The School will use their own reading
21 plan to deliver reading instruction to students. The appropriate number of minutes for reading
22 instruction will be used. The School will follow the Sponsor's pupil progression plan.
- 23 2. The School will make sure that professional development is a priority. Each year's professional
24 development activities will be a part of the School's school improvement plan which will enable
25 staff to implement the School's instructional plan.
- 26 3. The School shall ensure that its curriculum exposes students to the Sponsor's curriculum
27 frameworks to assist students who transfer into and out of the School.

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

8 F DISCIPLINE

- 9 1. The School agrees to maintain a safe learning environment at all times, and, in order to provide
10 criteria for addressing discipline issues that will insure the health, safety and welfare of all
11 students attending the school, the School will adopt the Sponsor's Code of Student Conduct.
- 12 2. The School will implement the Sponsor's rules and procedures governing student expulsion. All
13 expulsions will be processed through the Sponsor.
- 14 3. The School will report each month to the Sponsor the number of violations of the Code, by
15 offense, to be included in the District's discipline reporting. The School agrees that it will not
16 engage in the corporal punishment of students.
- 17 4. The School may suspend a student for conduct not subject to expulsion, but yet in violation of the
18 School's Code of Student Conduct. The School will implement the Sponsor's rules and
19 procedures for student suspension.
- 20 5. The school will utilize the sponsor's reassignment form and only revoke a reassignment based on
21 attendance or behavior. If behavior becomes an issue, the school will make every effort to work
22 with the parent/guardians to help correct any behavior issues. If the parent/guardians refuse to
23 work with the school to help correct the student's behavior, then the student will be sent back to
24 their districted school. Upon the School's decision to implement dismissal, the School shall refer
25 the student to the Sponsor for appropriate placement with the district. Dismissal procedures shall
26 be clearly defined in writing, shared with students and parents and provided to the Sponsor no
27 later than two weeks prior to the opening of school each year. In case where dismissal is
28 implemented, the parents will receive written notice of the dismissal including the reasons for

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

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

11 **G. RECORDS**

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

1 whichever comes first. At the end of the third year all inactive student records will be returned to
2 the Sponsor's Records Retention office.

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

5 **PART III – HUMAN RESOURCES**

6 **A. EMPLOYMENT**

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

1 volunteers and mentors. These personnel policies and procedures shall be provided to the Sponsor
2 no later than two weeks prior to the opening of school each year

3 9. The School shall require all employees including the members of the governing board to be
4 fingerprinted by an authorized law enforcement agency and processed by the State Department of
5 Law Enforcement and the Federal Bureau of Investigation for criminal background checks. The
6 cost of fingerprinting shall be borne by the School or the employees. The results of all such
7 background investigations and fingerprinting will be reported in writing to the Superintendent of
8 Schools or his/her designee. The governing board's fingerprints shall be taken within one month
9 of the contract signing and subsequently within one month of new governing board members'
10 assuming office. No employee may be on campus with students until his/her fingerprints are
11 taken. The school shall ensure that it complies with fingerprinting and background check
12 requirements, including those relating to vendors, pursuant to Florida Statutes, Sections 1012.32,
13 1012.465, 1012.467, and 1012.468.

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

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

18 12. The School, as a public employer, may participate in the Florida Retirement System upon
19 application and approval as a "covered group" under Section 121.021(34), Florida Statutes. If the
20 School participates in the Florida Retirement System, the School employees shall participate in the
21 Florida Retirement System in a manner consistent with applicable statutes. The School shall
22 make contributions to the Florida Retirement System for all teachers and/or employees who elect
23 to participate in the Florida Retirement System. All eligible employees of The Student Leadership
24 Academy will participate in the Florida Retirement System. The school will make monthly
25 contributions to the FRS for all eligible employees.

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

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PART IV – FINANCIAL MANAGEMENT AND ACCOUNTABILITY

A. FINANCIAL MANAGEMENT

The Financial Management of the school will be performed by Sandi Pridemore of Pridemore & Associates, CPAs, and P.A. The address is 229 Tamiami Trail S. Ste 1, Venice, FL 34285. If the school changes contractors or provides for financial management services in some other way, the school shall notify the sponsor, provide a copy of any new contract, and/or describe the manner in which services will be provided within 30 days of the change.

B. REVENUE

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

- 1 1. If the School’s students or programs meet the eligibility criteria in law, the School shall be entitled
2 to its proportionate share of categorical program funds included in the total funds available in the
3 FEFP by the Legislature, including transportation. Federal and State Categorical appropriations
4 will be expended through the appropriate Sponsor accounts to insure compliance with applicable
5 grant restrictions
- 6 2. Funding for the July and August disbursements shall be based on the number of students
7 registered with the Sponsor on July 1st. Total funding for the School shall be recalculated to reflect
8 the district’s 10 day adjustments, and revised calculations under the FEFP by the State and the
9 actual WFTE students reported by the School during the full-time equivalent survey periods
10 designated by the Commissioner of Education. Additionally, funding for the School shall be
11 adjusted during the year as follows:
 - 12 a. In the event of a state holdback or a proration, which reduces Sponsor funding, the
13 School’s funding will be reduced proportionately.
 - 14 b. In the event that the Sponsor exceeds the state cap for WFTE for Group 2 programs
15 established by the Legislature resulting in unfunded WFTE for the Sponsor, then the
16 School’s funding shall be reduced to reflect its proportional share of any unfunded
17 WFTE.
 - 18 c. The School’s funding shall be capped at 100% of its projected enrollment for any given
19 school year.
- 20 3. The Sponsor shall make every effort to ensure that the School receives timely and efficient
21 reimbursement of the funds specified in paragraph IV, B, 2 above. The payment shall be issued
22 no later than ten (10) working days after the Sponsor receives a distribution of state or federal
23 funds. If a warrant for payment is not issued within thirty (30) working days after the receipt of
24 funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the
25 scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily
26 basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the
27 warrant is issued. Notwithstanding the foregoing, distribution of funds may be withheld if any of
28 the following required documents are more than thirty (30) days overdue;

1 The monthly Budget and Disbursement Report

2 The School's Annual Report

3 The School's Year End Financial Statement

4 The School's Annual Independent Financial Audit

- 5 4. The Sponsor shall retain an administrative fee of 5% of the available funds as defined in paragraph
6 B, 2 of this Part for the administration of the Charter. However, the Sponsor shall only withhold
7 the 5% administrative fee for enrollment up to and including 500 students. For charter schools
8 with a population of 501 or more students the difference between the total administrative fee
9 calculation and the amount of the administrative fee withheld may only be used for capital outlay
10 purchases specified in S. 1013.62(2). Service provided under the 5% administrative fee shall
11 including processing the application and the academic and financial monitoring required of the
12 Sponsor by law. Also included in this fee are the following Sponsor services: pony delivery
13 system, FTE and data reporting, student reassignments, exceptional student education
14 administration, test administration, processing of teacher certification data, information services,
15 and procurement of materials through the purchasing warehouse. If the School requests services
16 from the Sponsor beyond those stated above, the Sponsor and the School will enter into a separate
17 written agreement approved by both parties. If goods and services are made available to School
18 under such agreements they shall be provided at a rate no greater than the Sponsor's actual cost,
19 unless otherwise agreed. The funds required to provide these services will be deducted from the
20 School's revenue disbursements.
- 21 5. The Sponsor shall provide the distribution of funds reconciliation with each revenue disbursement
22 to the School.
- 23 6. At regular intervals, the Sponsor shall monitor the School's progress towards the goals established
24 in this Charter and shall monitor the revenues and expenditures of the School.
- 25 7. In any programs or services provided by the Sponsor which are funded by federal funds and for
26 which federal dollars follow the eligible student, the Sponsor agrees, upon adequate
27 documentation from the School, to provide the School with the federal funds received by the

1 Sponsor's district if the same level of service is provided by the School, provided that federal law
2 or regulation does not prohibit this transfer of funds.

3 8. The School agrees to comply with the Sponsor's rules, policies and procedures for federal and
4 state Grants Management for grants submitted through the Sponsor, which include, but are not
5 limited to:

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

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

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

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

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

21 C. REPORTING OF STUDENT PARTICIPATION FOR FUNDING

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

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

17 D. FACILITIES/PROPERTY

- 18 1. The Student Leadership Academy is located at 200 Field Avenue East, Venice, Florida 34285.
19 The building that houses the school is a 27,000 square foot permanent building. The property to
20 be used for Physical Education is located directly across the street from the school: Chuck Ryder
21 Field.
- 22 2. The School agrees to use facilities that comply with the State Uniform Building Code for Public
23 Education Facilities Construction adopted pursuant to Florida Statutes. The School shall utilize
24 facilities that comply with the Florida Building Code, pursuant to chapter 553, and the Florida Fire
25 Prevention Code, pursuant to chapter 633, as adopted by the authority in whose jurisdiction the
26 facility is located. The School shall provide the Sponsor with a list of the facilities to be used and
27 their location. The School agrees to periodic health and safety inspections conducted by district
28 safety staff.

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

22 E. TRANSPORTATION

- 23 1. The School agrees to provide transportation of the School's students consistent with the
24 requirements of Florida Statutes. The School further agrees to ensure that transportation shall not
25 be a barrier to equal access for any student residing within reasonable distance of the School as
26 determined in the School's designated district as determined in Section II, B, 1a.
- 27 2. Should the School choose to schedule its instructional day to accommodate the Sponsor's regular
28 bus transportation schedules, the Sponsor agrees to provide transportation to and from School for

1 students residing along already established transportation routes in the Sponsor’s district. The
2 Sponsor and the School shall negotiate the compensation for transportation services and the
3 Sponsor shall deduct such amount from the School’s revenue disbursements.

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

6 F. FOOD SERVICES

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

15 G. FINANCIAL REPORTING

- 16 1. The School agrees that it will submit to the Sponsor in a timely manner, the information specified
17 in Section 1010.20, Florida Statutes and State Board Rule 6A-1.001, 6A-1.0071, 6A-7.095 and
18 6A-5.071.
- 19 2. The School will maintain all financial records, which constitute their accounting system in
20 accordance with the accounts, and codes prescribed in the most recent issuance of the publication
21 titled “Financial and Program Cost Accounting and Reporting for Florida Schools.” The School
22 will provide year-end financial report and program cost report information in the state-required
23 formats for inclusion in the district reporting in compliance with F.S.1011.60. The School’s year-
24 end financial report will be submitted to the Sponsor’s Finance Office on or before August 15th of
25 each year of the Charter. The School’s program cost report will be submitted to the Sponsor’s
26 Finance Office on or before August 30th of each year of the Charter.

- 1 3. The School will submit a balance sheet, income statement and YTD budget to actual report to the
2 Sponsor's Finance Office within thirty-five (35) calendar days after the end of each month in a
3 format designated by the Sponsor.
- 4 4. The asset and liability projections required by the application, which are incorporated into the
5 Charter, shall be compared with the information provided in the annual report of the School. The
6 charter shall ensure that, if the charter school independent audit reveals a deficit financial position,
7 the auditors are required to notify the charter school governing board, the Sponsor, and the
8 Department of Education. The independent auditor shall report such findings in the form of an
9 exit interview to the principal or the principal administrator of the charter school and the
10 chairperson of the governing board within 7 working days after finding the deficit position. A
11 final report shall be provided to the entire governing board within 7 working days after finding
12 deficit position. A final report shall be provided to the entire governing board, the Sponsor, and
13 the Department of Education within 14 working days after the exit interview.
- 14 5. The School agrees to submit to an annual audit in compliance with the "Charter School Audit
15 Guide" from the state Auditor General's office showing all revenues received from all sources and
16 all expenditures for services rendered. The audit shall be conducted by any or all of the following:
17 the Sponsor, the Auditor General, or by an independent auditor selected by the School. The
18 School further agrees to provide the Sponsor with a copy of such an audit, as well as any response
19 to the auditor's findings, by November 1st. The School shall be responsible for the payment of any
20 costs associated with an independent audit. The Sponsor reserves the right to perform additional
21 audits at its own expense as part of the Sponsor's financial monitoring responsibilities as it deems
22 necessary. The Sponsor will notify the School of this procedure in a timely manner.

23 **PART V - GENERAL PROVISIONS**

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

- 25 1. This Charter may be renewed as provided for in Section 1002.33, Florida Statutes.
- 26 2. This Charter may be modified upon recommendation of the Sponsor or the School governing
27 board provided such modifications are agreed to in writing and executed by both parties.

- 1 3. At the end of the term of this Charter, the Sponsor may choose not to renew the Charter for any of
2 the following grounds:
 - 3 a. Failure to participate in the state’s accountability system created in s.1008.31, as
4 required in this section or failure to meet the requirements for student performance as
5 set forth in this Charter.
 - 6 b. Failure to meet the requirements for financial reports or meet generally accepted
7 standards of fiscal management.
 - 8 c. Violation of law.
 - 9 d. Other good cause shown.
- 10 4. During the term of this Charter the Sponsor may terminate this Charter for any of the grounds
11 listed above in paragraph 3, or if insufficient progress has been made in attaining the student
12 achievement objectives of this Charter, and if it is not likely that such objectives can be met before
13 the expiration of the Charter.
- 14 5. The Sponsor may terminate the Charter if the Charter School consistently fails to submit required
15 financial and annual reports in a timely fashion as stated in this Charter.
- 16 6. This Charter may be terminated immediately if the Sponsor determines that good cause has been
17 shown or if the health, safety, or welfare of the students is threatened. The Sponsor shall assume
18 the operation of the School under these circumstances. The School agrees to submit all school
19 records to the Sponsor’s designee within fifteen (15) business days in the event this Charter is
20 terminated pursuant to this paragraph.
- 21 7. Except in cases of immediate termination as specified in Section 6 above, at least ninety (90) days
22 prior to renewing or terminating this Charter, the Sponsor shall notify the governing body of the
23 School of the proposed action, in writing. A notice to terminate the Charter shall state in
24 reasonable detail the grounds for the proposed action and stipulate that the School’s governing
25 body may, within fourteen (14) calendar days of receiving the notice, request an informal hearing
26 before the Sponsor. The Sponsor shall conduct the informal hearing within thirty (30) calendar
27 days of receiving a written request from the School’s governing body. The School’s governing
28 body may, within fourteen (14) calendar days after receiving the Sponsor’s decision to terminate

1 or refuse to renew this Charter, appeal the decision to the State Board of Education pursuant to the
2 procedure established in Section 1002.33, Florida Statutes. The School shall notify the Sponsor in
3 writing at least 120 calendar days prior to the expiration of this Charter as to the School's intent to
4 renew or not to renew. The School agrees to submit all school records to the Sponsor without
5 delay upon the expiration of this Charter.

- 6 8. If this Charter is not renewed or is terminated, the governing body of the School shall be
7 responsible for all the debts of the School. The Sponsor shall not assume the debt from any
8 contract for services made between the governing body of the School and a third party, except for
9 a debt previously detailed and agreed upon, in writing, by both the Sponsor and the governing
10 body of the School and that may not reasonably be assumed to have been satisfied by the Sponsor.
11

12 **B. DISPUTES AND CONCERNS**

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

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

- 18 1. The School shall comply with the provisions of Chapter 119, Florida Statutes, relating to Public
19 Records, Section 286.011, Florida Statutes, relating to Public Meetings, and Chapter 112 Florida
20 Statutes, 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 agrees to adhere to a policy of non-discrimination in educational programs/activities
24 and employment and strives affirmatively to provide equal opportunity for all and shall be in
25 compliance 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 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 all district schools.
- 3 6. The School shall, in the interest of student and staff health and safety, conduct and document fire
- 4 and severe weather drills in the same manner and frequency as required by other district schools.
- 5 7. The School and Sponsor shall comply with Section 1002.33, Florida Statutes, relating to charter
- 6 schools and any amendments thereto.

7 D. ANNUAL REPORT

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

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

1 who hold professional or temporary certificates and the proportion of instructional
2 personnel teaching in field or out of field.

3 E. INDEMNIFICATION

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

21 F. INSURANCE

- 22 1. The School agrees to provide proof of insurance for Errors and Omissions coverage to include
23 prior acts, sexual harassment, civil rights and employment discrimination, breach of contract,
24 insured versus insured, consultants and independent contractors and with minimum policy limits
25 of \$1,000,000.00; general liability coverage written on an occurrence form with minimum policy
26 limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00; business
27 automobile coverage with the same limits as general liability.
- 28 2. The School further agrees to secure insurance coverage for its own buildings and contents.

3. The School further agrees to secure and maintain property insurance for the School’s personal property, and to insure all Sponsor owned property to be used by the School to its full guaranteed replacement cost with the Sponsor named as loss payee.
4. The School agrees to provide adequate Workers’ Compensation insurance coverage as required by Chapter 440, Florida Statutes.
5. No later than 30 days prior to the opening of school, the School shall furnish the Sponsor with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins before the initial opening day of classes. The certificates shall be issued to the District School Board and name the School Board as an additional insured. Each certificate of insurance shall provide that the School Board be given no less than sixty (60) days written notice prior to cancellation. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than sixty (60) days before expiration or termination of the required insurance for which evidence was provided.
6. The School agrees that its failure to secure and continuously maintain all insurance listed in paragraphs 1-5 above will constitute grounds for immediate termination of this charter.

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

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