

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

**CHARTER FOR**

**SUNCOAST SCHOOL FOR INNOVATIVE STUDIES**

# TABLE OF CONTENTS

**PURPOSE**

**MISSION STATEMENT**

**TERM OF CHARTER**

**IMPLEMENTATION TIMELINE**

**SCHOOL CALENDAR**

**PART I GOVERNANCE AND MANAGEMENT**

- A. FOUNDING BOARD
- B. GOVERNING BOARD
- C. USE OF MANAGEMENT COMPANIES
- D. SCHOOL ADMINISTRATION

**PART II ACADEMIC DESIGN AND ACCOUNTABILITY**

- A. GRADE LEVELS TO BE SERVED
- B. STUDENTS
- C. STUDENT ADMISSION PROCEDURES AND CRITERIA
- D. STUDENT ASSESSMENT AND EVALUATION DESIGN
- E. EDUCATIONAL PROGRAM
- F. DISCIPLINE
- G. STUDENT RECORDS

**PART III HUMAN RESOURCES**

- A. EMPLOYMENT

**PART IV FINANCIAL MANAGEMENT AND ACCOUNTABILITY**

- A. FINANCIAL MANAGEMENT
- B. REVENUE
- C. REPORTING OF STUDENT PARTICIPATION FOR FUNDING
- D. FACILITIES AND PROPERTY
- E. TRANSPORTATION
- F. FOOD SERVICES
- G. FINANCIAL REPORTING

**PART V GENERAL PROVISIONS**

- A. CHARTER RENEWAL, MODIFICATION AND TERMINATION
- B. DISPUTES AND CONCERNS
- C. STATUTORY AND SPONSOR RULE REQUIREMENTS
- D. ANNUAL REPORT
- E. INDEMNIFICATION
- F. INSURANCE

**PART VI APPENDICES**

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

## **CHARTER FOR**

### **SUNCOAST SCHOOL FOR INNOVATIVE STUDIES**

This Charter between The School Board of Sarasota County, Florida, hereinafter referred to as the “Sponsor” and the Suncoast School for Innovative Studies, Inc., a nonprofit organization, organized under the laws of the State of Florida, herein referred to as the “School,” is for the purpose of: providing an integrated method of education by incorporating an experiential interdisciplinary curriculum, utilizing mentoring, multi-age classes and authentic assessment. The educational program will offer instruction that will be relevant and will be presented in a manner that will reach all students regardless of their individual learning style. The learning environment will be modified to accommodate the uniqueness of each learner. Community involvement and family commitment will be a strong focus. It is the intent of the parties that this Charter shall constitute the School's Charter Contract.

The mission of the school is: To celebrate and recognize each individual child so that all students will achieve their full intellectual and social potential. Family commitment to the learning process, as well as the use of multi-age groupings and multi-modality teaching, will help develop in each child a love of learning, the ability to engage in critical thinking and mastery of comprehensive academics. Families and the larger community will be partners in the achievement of the student.

This Charter shall become effective July 1, 2008 or upon signing by both parties, whichever date is later, and shall be for a term of 5 years commencing on July 1, 2008 and ending on June 30, 2013 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. Does not apply to charter renewal

B. GOVERNING BOARD

The Board of Directors will consist of people with diverse professions and community representation and who possess vision and special skills that enhance the school's mission.

The School's Executive Director is encouraged to help identify new candidates to serve on the Board.

The Board of Directors will optimally be comprised of no less than five members. Not more than 51% of the Board members will be parents.

New Board members will be elected at any meeting of the Board by a majority vote of the Directors then in office. Founding Board members will be encouraged to remain on the Board.

Candidates for Directorship will submit a resume along with a letter that includes their reason for seeking the position and any other information they wish to share with the Board. The criteria for selection will include the candidate's ability to:

- Demonstrate a shared vision and commitment to the Mission of the School
- Demonstrate that they possess credibility and integrity in the community
- Demonstrate educational, professional and practical qualifications
- Be willing to comply with the bylaws and policies and procedures established by the Board for the School

Additionally, the Board will recognize the importance of a diverse membership and will seek representatives of different professions and sectors of the community at large, i.e., finance, law, retail, technology, service or construction. An entrepreneurial spirit will be valued. Effort will be made to diversify in terms of gender, race and age. It is understood that some duplication will occur.

The Officers of the Board of Directors will be elected at the Annual meeting by the full Board and majority vote. The officers will consist of President, Vice President, Secretary and Treasurer. Appointments to fill vacant positions and incomplete terms will be made by majority vote at any meeting of the Board. The current governing board members and their specific area of expertise are as follows:

- Nicholas Jodhan - Real Estate Developer
- Phillip Smelser - Investment Advisor
- Cynthia Conway - Tax Advisor
- Linda Patterson - Certified Public Accountant
- Dr. Karen Young – MCC Professor and Founding member of the SSIS Board
- John Cavoli - Civil Engineer
- Peggy Albano - Parliamentarian
- Larry Robbins - Insurance
- Rian Carver - Real Estate Developer

#### ANTICIPATED MEETING TIMES

In addition to the annual meeting, the Board of Directors will meet monthly to conduct regular business of the Board. Special meetings may be called by any two Directors. All meetings will comply with Section 286.001, Florida Statutes relating to Public meetings. The school will also comply with the provisions of Chapter 119, Florida Statutes relating to Public records.

#### ROLES AND RESPONSIBILITIES

The Board of Directors will be responsible for managing the activities and affairs of the Corporation and all corporate powers shall be exercised under the ultimate direction of the Board. The Board of Directors, by majority vote, will approve all policies before implementation.

Duties of the Board of Directors will be, but are not limited to:

- Developing an annual budget with the Executive Director
- Reviewing and approving the budget
- Ratifying and monitoring any changes in the charter
- Developing personnel policies
- Developing general school policies
- Selecting the school's Executive Director and creating job descriptions
- Overseeing the implementation of the curriculum
- Developing a student code of conduct, a disciplinary and expulsion policy, personnel policies and student admissions criteria
- Creating a management of operations plan

The Officers' responsibilities will be as follows:

The *President* shall preside over all meetings of the Board of Directors, work with the Executive Director in procuring items that the school will need and assist in the general administration of the school. He/she shall appoint committees, schedule meetings and perform other duties as appropriate.

The *Vice President* shall exercise the powers and perform the duties of the President of the Board in the absence or disability of the President of the Board.

The *Secretary* shall keep records of all Board meetings, perform all other duties generally associated with the office.

The *Treasurer* shall have oversight of all funds of the Corporation. He/she shall present regular financial reports to the Board acting as the liaison between the bookkeeper and the Board. He/she will keep the Board informed on the current budget status. He/she shall cause an annual audit of all financial operations. He/she shall develop a budget, and all other duties associated with the office.

The Board will conduct monthly meetings with appropriate public notice to allow input and participation from, Task Forces, Special Committees, and the Parents and Teachers.

## STATUS OF THE SCHOOL AS A PRIVATE EMPLOYER

The Suncoast School for Innovative Studies have been established as a private, non-profit 501 C (3) corporation. It will operate as a private employer. Please see Exhibit 1: Articles of Incorporation.

1. The School's governing body will be held accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in Florida Charter School Statute, F.S. 1002.33.
2. The governing board, in consultation with School staff and administration, will be responsible for the over-all policy decision making of the School, including the approval of the curriculum and the annual budget.
3. Within 30 days of appointment to the School's governing board, the members shall be fingerprinted pursuant to § 1002.33(12)(g) Florida Statute.
4. The governing board shall not be involved in day-to-day operation of the School including supervision of teachers, support, and contractual staff. Such staff will be directly supervised by the Principal or Director.
8. A School Advisory Council (SAC) will be established to facilitate achievement of the mission of the School, and to ensure that the School meets the needs of the children and community it is developed to serve. The governing board may serve as the SAC.
9. As indicated above, the School Principal/Director and support staff will be responsible for administrative school functions, such as bookkeeping, pursuant to the rules and policies developed by the School's governing board.
10. No member of the School's governing board or their immediate family will receive compensation, directly or indirectly from the School's operations. Violation of this provision or any violation of F.S. 112.313 shall constitute a material breach of the Contract.
11. The School's governing board will publish a calendar containing a schedule of all governing board meetings for the school year, including the date and time of the meetings and their locations. All governing board meetings shall be held in Sarasota County. The School will provide reasonable notice to the Sponsor of any changes or cancellation of scheduled meetings, to the extent practical. The School agrees to hold meetings at least monthly during the school year.

12. The School agrees to allow reasonable access to its facilities and records to duly authorized representatives of the Sponsor. Conversely, the Sponsor agrees to allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

C. MANAGEMENT COMPANIES

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

D. SCHOOL ADMINISTRATION

The Executive Director will have the ability to prepare and manage the school's budget and allocated resources. The Board will appoint an Executive Director with the skills to read, interpret and enforce the school's mission, Charter School Contract, the SSIS Board Policies and Procedures, the State Board of Education Charter School statutes and all other applicable state and federal statutes. In addition, the administration of the school will possess skills in personnel management and supervision, knowledge of current educational trends and research as well as have a strong background in curriculum development and implementation. The Executive Director also needs the ability to use public speaking skills, group dynamics and problem-solving skills.

## PART II - ACADEMIC DESIGN AND ACCOUNTABILITY

### A. GRADE LEVELS TO BE SERVED

The School is designed to provide for no more than 350 students from VPK – 8<sup>th</sup> grade. The present site limits the grade level we can accommodate. If the School secures a larger site, the enrollment of the school may be increased through an amendment to the charter.

### B. STUDENTS

#### 1. DEFINITION OF COMMUNITY

- a. The parties agree that the community to be served by this Charter is defined as follows: K-8 students in the Cities and County of Sarasota and students in neighboring school districts as provided for in Florida Statutes, Section 1002.33. Students from neighboring school districts may only be considered upon approval of the appropriate inter-county reassignment request. K-8 students in the Cities and County of Sarasota and students in neighboring school districts as provided for in Florida Statutes, Section 1002.33.
- 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 disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL) and that it shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, the Florida Education Equity Act and the 1990 Florida Consent Decree. The School shall guarantee admissions policies will be nonsectarian.
- c. Suncoast School for Innovative Studies is committed to serving children who represent a cross section of greater Sarasota. Through a planned process of recruitment, Suncoast School for Innovative Studies will make known to the citizenry of greater Sarasota the desire to implement an educational model which includes student’s representative of the diverse community which Sarasota

represents. Presentations at cultural, religious, and community forums divulging the intent of a multicultural, multiracial learning community embodied in Suncoast School for Innovative Studies is an example of the planned process to attempt to reach a racial/ethnic balance at the School.

2. PARTICIPATION IN INTERSCHOLASTIC EXTRACURRICULAR ACTIVITIES

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

C. STUDENT ADMISSION PROCEDURES AND CRITERIA

1. The School agrees to enroll an eligible student by accepting a timely application through **April 1**. If the target goal of students is not met by **June 30** the School will give sufficient public notice and extend the application deadline through **August 1**. If the registered enrollment is (a) less than 15 students in any grade level, or (b) less than 60% of the School's total projected enrollment, the School shall comply with one of the following at least 30 days prior to the first day of school:

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

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

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

2. If space becomes available during the academic year, admission will be given based on a random selection of those desiring admission. If the number of applicants is below the desired number of students, the School reserves the right to extend the application deadline provided sufficient public notice is given. In future years, applications will be accepted with a cutoff date of **August 1**. If the number of applicants exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School reserves the right to extend the application deadline provided sufficient public notice is given. Public notice shall include newspaper announcements, notice to guidance counselors at area schools, flyers and bulletins throughout the community, and radio public service information announcements. Such public notice must include written notice and public service announcement in any native language that represent at least 5% of the Sponsor's ELL population.
3. Enrollment is subject to compliance with the provisions of Section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.
4. If the Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school. Normal application deadlines shall be disregarded under such circumstances but program enrollment limits will be maintained in specialized programs.
5. A student may withdraw from the School at any time and enroll in another public school, as determined by School Board policy. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such transfers occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.
6. Exceptional students shall be provided with programs implemented in accordance with Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, Sections 1000.05 and 1001.42(4)(l) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:

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

7. Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. The School shall provide the following levels of service, including required related services, to students with disabilities: Our inclusion plan includes all of these models making the modifications based on the needs of the numbers of students in the classroom and the level of their specific needs. Because of the needs of our students, the School has added more ESE personnel to its staff and will utilize them in the most effective way to provide ESE services as follows:

- General education classroom with consultation or direct instructional services as needed by special education staff (80% or more of school day spent with non-disabled peers)
- General education classroom with resource room instructional services provided by special education staff (40%-79% of school day spent with non-disabled peers)

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

If, after careful review of the student's existing IEP, the School accepts a student, it is the School's responsibility to assure that students with disabilities are provided a free appropriate public education (FAPE) in the least restrictive environment. Those students whose needs cannot be adequately addressed at the School should not be accepted for

enrollment. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the Sponsors' traditional schools.

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

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

- Identification and Assessment
  - Home Language Survey, English language and programmatic assessment, ELL Student Plan
  - Classification, reclassification and Post-reclassification monitoring
  - ELL Committee
- Equal Access to Appropriate Programming
  - Instruction in Intensive English/ESOL
  - Basic Subject Areas (Math, Science, Social Studies, Computer Literacy) using ESOL strategies taught by appropriate personnel
  - Comply with the Sponsor's State-approved ELL Plan
    - Criteria for identification, entry/exit, assessment instruments
    - Individual ELL Student Plan in each student's cum folder
    - Personnel trained and qualified (documented)
    - Parent Leadership Council

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

#### D. STUDENT ASSESSMENT AND EVALUATION DESIGN

1. The School agrees to administer the Sponsor’s adopted norm-referenced test. Additionally, no later than during the initial month of school, the School shall administer a Sponsor approved achievement test to its students to serve as a baseline for School and individual academic progress. The School will follow the Sponsor’s guidelines regarding

test administration, accommodations/modifications, students to be excluded, dates of administration and other similar issues.

2. The School shall determine baseline student academic achievement levels and prior rates of academic progress using research-based Sponsor approved measures. Academic baseline rates will be compared to rates of academic progress achieved by these same students while attending the School. To the extent possible, rates of progress will be evaluated and compared with rates of progress of other closely comparable student populations. The School shall participate in the statewide assessment testing which includes FCAT. The School shall ensure that its curriculum exposes students to the Sponsor's curriculum frameworks to assist students who transfer into and out of the School. Progress monitoring will be part of the Response to Intervention process and will help to identify students in need of academic interventions.

Measurable objectives to be achieved by Suncoast School for Innovative Studies for the duration of the Charter will be consistent with the Sponsor's annual School Improvement Plan goals and targets. For 2008-09, this includes demonstration of student progress via scores on FCAT and Stanford – 10 assessments. It is the school's objective for 70% of students to demonstrate proficiency, with 2% annual increases in goals with that percentage met, and requiring 4% increases in achievement if the percentage of students demonstrating proficiency is below 70%.

4. For state assessments, the School will follow the procedures for exemptions and accommodations of English Language Learner Students (ELL) as detailed in the Sponsor's ELL Plan, *The Guide for our English Language Learner Children from the Culturally Diverse Community Attending Sarasota County Schools*.
5. The School shall participate in the statewide assessment programs, the Florida Kindergarten Readiness Screener, the Comprehensive English Language Learning Assessment (CELLA) and Florida Comprehensive Assessment Test which includes

measures of student reading and math proficiencies in grades 3-10, writing at grade(s) 4, 8 and 10, and science at grades 5, 8 and 11.

- (a) The School will follow standard protocol for test preparation, scheduling, training, test administration and monitoring and will adhere to all test security procedures and requirements.
- (b) The Sponsor shall provide the School with reports on district and state assessments in the same manner as for all public schools in the district.
- (c) For all state assessments the School will adhere to all legal requirement for testing exemptions and accommodations for eligible ESE and ELL students
- (d) The School will adhere to all testing requirements for promotion, retention and graduation associated with the district's Student Progression Plan.

E. EDUCATIONAL PROGRAM

1. The mission of the Suncoast School of Innovative Studies will be achieved through implementation of engaging curriculums specifically designed to meet the needs of our students. The curriculum will scaffold information and skills. Innovative methods such as learning styles, multiple intelligence theory and integrated multidisciplinary curriculum will be used.

The education program will include a comprehensive, balanced curriculum including all the subject areas, the primary focus being reading. The Sunshine State Standards are the foundation of every lesson plan and will be used to monitor the progress of each student to ensure that each student experiences continuous progress. The benchmarks will also serve as documentation and evidence that standards are being met consistent with the district policy for promotion, retention, and graduation. The achievement of these standards is an area in which we will be held accountable.

The educational program will offer instruction that will be relevant and will be presented in a manner that will reach all students regardless of their individual learning style. The multi-age groupings will adapt to the individual needs, interests, maturation level and

learning styles of the students. Instruction for typical students and those who have special needs will focus on educating in an inclusive environment where activities can be modified and specifically designed to meet the needs of a diverse population of learners.

Following the Florida Online Reading Professional Development (FOR-PD) tenets, which define research-based, exemplary reading instruction, we propose to create a multi-faceted “core early literacy program in which children are reading and writing meaningful, connected text and integrating oral and written language while simultaneously engaged in clear, consistent, and explicit instruction in phonemic awareness, word recognition and fluency, comprehension skills and strategies, writing process, and spelling (Snow et al., 1998).” The goal of our reading program is to have our children become fluent and independent readers. A block time-schedule will be initiated to ensure an appropriate time frame in which this comprehensive reading instruction can be implemented and flourish.

The School will utilize the Sponsor’s approved reading plan and will make curriculum, scheduling, and instructional decisions based on this and the reading standards outlined by the state. Reading teachers will be in compliance with highly qualified standards: Grade VPK-6: Elementary certification, Grades 6-12: Reading endorsement or certified. All teachers will be required to engage in professional development activities related to strategies of teaching reading. Teachers will also implement ESOL strategies and modifications to provide comprehensible instruction for English Language Learner Students.

Incorporating Gardner’s Theories of Multiple Intelligences, students will be able to maximize understanding of themselves and others. The multi-age classes will become familiar with the 8 different cognitive profiles and students will gain the understanding needed to work cooperatively and effectively within groups and by themselves.

Gardener’s concern is with *the process* and *the products* of learning: student’s needs and

interests will be met. These theories provide guidelines for lesson design, and interdisciplinary curriculum, student projects, and assessment.

Using the Sunshine State Standards as a guide for minimum competencies in the various disciplines, the students will accomplish the benchmarks as indicated and expand their knowledge and skills through interdisciplinary units. These units can either be classroom based or school based. For example, in studying an interdisciplinary unit in science, “the student would define a problem from the seventh grade curriculum, use appropriate reference materials to support scientific understanding, plan and carry out scientific investigation of various types, such as systematic observations or experiments, identify variables, collect and organize data, interpret data in charts, tables, and graphics, analyze information, make predictions, and defend conclusions.”

2. The teachers will be required to complete the Florida Online Reading – Professional Development offered by the district through UCF this summer. If not able to participate through the district, the course will be taken at Manatee Community College. All credentialing requirements for teaching reading will be met by the school’s staff. Prior to school opening in August, the staff will complete workshops on the Multiple Intelligences as well as Teaching with the Brain in Mind which will provide strategies for inclusive instruction. This year the staff has taken in-service designed to work with special needs students. Those who have not completed the ESOL coursework will continue to work toward completion of requirements for the ESOL endorsement. Teachers will be encouraged to review the staff development offerings from the district and take those as needed. The School will also encourage staff to work toward improving teaching strategies in mathematics. To monitor progress of students in reading the School will use Sponsor-endorsed instruments as well as FCAT and Stanford-10 scores to individualize instructional approaches. Assessments will be made at the beginning of the academic year and regularly throughout the year. Qualified teachers

will be assigned to work intensively with students reading below grade level. The School will comply with all scheduling requirements for students needing reading remediation.

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

#### F. DISCIPLINE

1. The School agrees to maintain a safe learning environment at all times, and, in order to provide criteria for addressing discipline issues that will insure the health, safety and welfare of all students attending the School; the School will adopt the Sponsor's Code of Student Conduct.
2. The School will implement the Sponsor's rules and procedures governing student expulsion. All expulsions will be processed through the Sponsor.
3. The School will report each month to the Sponsor the number of violations of the Code, by offense, to be included in the District's discipline reporting. The School agrees that it will not engage in the corporal punishment of students.
4. The School may suspend a student for conduct not subject to expulsion, but yet in violation of the School's Code of Student Conduct. The School will implement the Sponsor's rules and procedures for student suspension.
5. The School has a discipline plan that consists of the following steps.
  - 1.) A list of staff supported and school-wide accepted values and principles have been established.
  - 2.) A character education curriculum will be implemented.

- 3.) Clearly defined student behavior expectations will be posted with rewards AND consequences displayed.
- 4.) A multi-tiered level of interventions, which begin in the classroom, and progress to the school administrator and include all county discipline policies and procedures, will be followed.

If a student's behavior has not changed after all steps are completed, a recommendation for dismissal will then be made. Upon the School's decision to implement dismissal, the School shall refer the student to the Sponsor for appropriate placement with the district. Dismissal procedures shall be clearly defined in writing, shared with students and parents and provided to the Sponsor no later than two weeks prior to the opening of school each year. In case where dismissal is implemented, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The Sponsor shall be provided a copy of the dismissal notice at the same time as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement. The School shall annually provide to the sponsor a copy of its dismissal procedures prior to the opening of school.

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

## G. RECORDS

1. The School shall maintain confidentiality of student records as required by federal and state law.

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

## PART III – HUMAN RESOURCES

### A. EMPLOYMENT

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

Department of Law Enforcement and the Federal Bureau of Investigation for criminal background checks. The cost of fingerprinting shall be borne by the School or the employees. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his/her designee. The governing board's fingerprints shall be taken within one month of the contract signing and subsequently within one month of new governing board members' assuming office. No employee may be on campus with students until his/her fingerprints are taken. The school shall ensure that it complies with fingerprinting and background check requirements, including those relating to vendors, pursuant to Florida Statutes, Sections 1012.32 and 1012.465.

9. The School shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, and the Florida Education Equity Act.
10. This Charter is contingent upon the School hiring the equivalent of a full-time administrator and sufficient instructional staff and support staff to meet the goals of this Charter.
12. The School, as a public employer, may participate in the Florida Retirement System upon application and approval as a "covered group" under Section 121.021(34), Florida Statutes. If the School participates in the Florida Retirement System, the School employees shall participate in the Florida Retirement System in a manner consistent with applicable statutes. At the present time, the school is not able to participate in this process.
13. Teachers may choose to be a part of a professional group that subcontracts with the School to operate the instructional program under the auspices of a partnership or cooperative that they collectively own. Under this arrangement, the teachers would not be public employees.

#### PART IV – FINANCIAL MANAGEMENT AND ACCOUNTABILITY

##### A. FINANCIAL MANAGEMENT

The School will retain competent personnel that have the qualifications and experience necessary to oversee and perform the financial functions of the school. A certified public accountant will be engaged to compile financial statements on a monthly basis. An independent auditor will be engaged to prepare the annual financial audit. Individuals who have demonstrated financial management competency will sit on the Board of Directors.

**B. REVENUE**

1. The School agrees to provide to the Sponsor proof of sufficient funds or a line of credit to cover 60 days of operating expenses. 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.
2. 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.
3. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation. Federal and State Categorical appropriations will be expended through the appropriate Sponsor accounts to insure compliance with applicable grant restrictions
4. Funding for the July and August disbursements shall be based on the number of students registered with the Sponsor on July 1<sup>st</sup>. Total funding for the School shall be recalculated to reflect the district's 10 day adjustments, and revised calculations under the FEFP by the State and the actual WFTE students reported by the School during the full-time

equivalent survey periods designated by the Commissioner of Education. Additionally, funding for the School shall be adjusted during the year as follows:

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

between the total administrative fee calculation and the amount of the administrative fee withheld may only be used for capital outlay purchases specified in S. 1013.62(2). Service provided under the 5% administrative fee shall include processing the application and the academic and financial monitoring required of the Sponsor by law. Also included in this fee are the following Sponsor services: pony delivery system, FTE and data reporting, student reassignments, exceptional student education administration, test administration, processing of teacher certification data, information services, and procurement of materials through the purchasing warehouse. If the School requests services from the Sponsor beyond those stated above, the Sponsor and the School will enter into a separate written agreement approved by both parties. If goods and services are made available to School under such agreements they shall be provided at a rate no greater than the Sponsor's actual cost, unless otherwise agreed. The funds required to provide these services will be deducted from the School's revenue disbursements.

7. The Sponsor shall provide the distribution of funds reconciliation with each revenue disbursement to the School.
8. At regular intervals, the Sponsor shall monitor the School's progress towards the goals established in this Charter and shall monitor the revenues and expenditures of the School.
9. In any programs or services provided by the Sponsor which are funded by federal funds and for which federal dollars follow the eligible student, the Sponsor agrees, upon adequate documentation from the School, to provide the School with the federal funds received by the Sponsor's district if the same level of service is provided by the School, provided that federal law or regulation does not prohibit this transfer of funds.
10. The School agrees to comply with the Sponsor's rules, policies and procedures for federal and state Grants Management for grants submitted through the Sponsor, which include, but are not limited to:
  1. Working with the Grants Management Department and the Supervisor of Charter Schools to facilitate Sponsor's approval for all federal and state grants;

2. Submitting a Grant Application Executive Summary Form and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.
  3. Ensuring that all grant indirect costs are appropriated to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor.
11. The School shall comply with all Sponsor rules regarding purchasing, ordering supplies from the Sponsor's warehouse, textbook ordering, the processing of library media materials, and the marking and inventory of fixed assets valued at \$750.00 or greater. A cumulative listing of all property valued over \$750 purchased with public funds i.e., FEFP, grant, and any other public-generated funds; and a cumulative listing of all property valued at more than \$750 purchased with private funds will be submitted yearly along with the annual audited financial statements. These lists will include: (1) date of purchase; (2) item purchased; (3) cost of item; and (4) item location.
12. The School shall not charge tuition or fees, except those fees normally charged by other public schools, nor levy taxes or issue bonds secured by tax revenues.

A. REPORTING OF STUDENT PARTICIPATION FOR FUNDING

1. Consistent with the Sponsor's procedures for establishing all schools' enrollment projection for the following year, the Charter School shall suggest the capacity of each grade level and of the school as a whole, based upon the application, the educational program, the School's financial status, and the facility. The School and the Sponsor shall reach agreement on the final determination of the official enrollment projection within the same time line as for all schools in the district.
2. By July 1 of each year, the School shall report to the Sponsor the names and addresses of all registered students, their current school attendance zone and projected FEFP category. The School will also provide a completed Reassignment form for each student by July 1<sup>st</sup> of each year.
3. The School will report the daily attendance of each student to the Sponsor to meet District attendance reporting requirements.

4. The School agrees to report its student enrollment to the Sponsor as provided in Section 1001.62, Florida Statutes, and in accordance with the definitions in Section 1001.61, Florida Statutes, at the agreed upon intervals and using the method used by the Sponsor's district when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment.
5. If the School submits data relevant to FTE or Federal funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the Sponsor for any errors or omissions in data that the School submitted. The Sponsor shall deduct the any such adjustments from the School's subsequent revenue disbursements.

D. FACILITIES/PROPERTY

1. The School will continue to occupy both floors of the building (formerly known as the Maffit Building) located at 1300 South Tuttle Avenue, Sarasota, Florida 34239 and adjacent fenced area. The premises are bordered on the east by Tuttle Avenue, on the south by Prospect Street, on the west by the parking garage, and on the north by the paved parking lot. The School is currently in the fifth year of a ten (10) year lease that includes three (3) options to renew for further terms of five (5) years each that are subject to the same terms and conditions as in the original lease.
2. The School agrees to use facilities that comply with the State Uniform Building Code for Public Education Facilities Construction adopted pursuant to Florida Statutes. The School shall utilize facilities that comply with the Florida Building Code, pursuant to chapter 553, and the Florida Fire Prevention Code, pursuant to chapter 633, as adopted by the authority in whose jurisdiction the facility is located. The School shall provide the Sponsor with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by district safety staff.

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

#### E. TRANSPORTATION

1. The School agrees to provide transportation of the School's students consistent with the requirements of Florida Statutes. The School further agrees to ensure that transportation shall not be a barrier to equal access for any student residing within reasonable distance of the School.

2. Should the School choose to schedule its instructional day to accommodate the Sponsor's regular bus transportation schedules, the Sponsor agrees to provide transportation to and from School for students residing along already established transportation routes in the Sponsor's district. The Sponsor and the School shall negotiate the compensation for transportation services and the Sponsor shall deduct such amount from the School's revenue disbursements.
3. The School may enter into a separate agreement with the Sponsor to receive additional transportation services for extracurricular events, field trips, and other activities.

#### F. FOOD SERVICES

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

#### G. FINANCIAL REPORTING

1. The School agrees that it will submit to the Sponsor in a timely manner, the information specified in Section 1010.20, Florida Statutes and State Board Rule 6A-1.001, 6A-1.0071, 6A-7.095 and 6A-5.071.
2. The School will maintain all financial records, which constitute their accounting system in accordance with the accounts, and codes prescribed in the most recent issuance of the publication titled "Financial and Program Cost Accounting and Reporting for Florida Schools." The School will provide year-end financial report and program cost report information in the state-required formats for inclusion in the district reporting in compliance with F.S.1011.60. The School's year-end financial report will be submitted

to the Sponsor's Finance Office on or before August 15<sup>th</sup> of each year of the Charter. The School's program cost report will be submitted to the Sponsor's Finance Office on or before August 30<sup>th</sup> of each year of the Charter.

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

## **PART V - GENERAL PROVISIONS**

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

1. This Charter may be renewed as provided for in Section 1002.33, Florida Statutes.
2. This Charter may be modified during its initial term or any renewal term upon recommendation of the Sponsor or the School governing board provided such modifications are agreed to in writing and executed by both parties.
3. At the end of the term of this Charter, the Sponsor may choose not to renew the Charter for any of the following grounds:
  - a. Failure to participate in the state's accountability system created in s.1008.31, as required in this section or failure to meet the requirements for student performance as set forth in this Charter.
  - b. Failure to meet the requirements for financial reports or meet generally accepted standards of fiscal management.
  - c. Violation of law.
  - d. Other good cause shown.
4. During the term of this Charter the Sponsor may terminate this Charter for any of the grounds listed above in paragraph 3, or if insufficient progress has been made in attaining the student achievement objectives of this Charter, and if it is not likely that such objectives can be met before the expiration of the Charter.
5. The Sponsor may terminate the Charter if the Charter School consistently fails to submit required financial and annual reports in a timely fashion as stated in this Charter.
6. This Charter may be terminated immediately if the Sponsor determines that good cause has been shown or if the health, safety, or welfare of the students is threatened. The Sponsor shall assume the operation of the School under these circumstances. The School agrees to submit all school records to the Sponsor's designee within fifteen (15) business days in the event this Charter is terminated pursuant to this paragraph.
7. Except in cases of immediate termination as specified in Section 6 above, at least ninety (90) days prior to renewing or terminating this Charter, the Sponsor shall notify the governing body of the School of the proposed action, in writing. A notice to terminate

the Charter shall state in reasonable detail the grounds for the proposed action and stipulate that the School's governing body may, within fourteen (14) calendar days of receiving the notice, request an informal hearing before the Sponsor. The Sponsor shall conduct the informal hearing within thirty (30) calendar days of receiving a written request from the School's governing body. The School's governing body may, within fourteen (14) calendar days after receiving the Sponsor's decision to terminate or refuse to renew this Charter, appeal the decision to the State Board of Education pursuant to the procedure established in Section 1002.33, Florida Statutes. The School shall notify the Sponsor in writing at least 120 calendar days prior to the expiration of this Charter as to the School's intent to renew or not to renew. The School agrees to submit all school records to the Sponsor without delay upon the expiration of this Charter.

8. If this Charter is not renewed or is terminated, the governing body of the School shall be responsible for all the debts of the School. The Sponsor shall not assume the debt from any contract for services made between the governing body of the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the governing body of the School and that may not reasonably be assumed to have been satisfied by the Sponsor.
9. The School will submit to the Sponsor an annual report of progress on areas of student achievement, school finances, facility adequacy, teacher certification and any other item deemed of concern to the Sponsor. This report will be in addition to the Department of Education Annual Report and will be in a format requested by the Sponsor. The intent of this requirement is to allow the School to demonstrate progress in the areas identified as concerns at the time of charter renewal.

#### B. DISPUTES AND CONCERNS

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

C. STATUTORY AND SPONSOR RULE REQUIREMENTS

1. The School shall comply with the provisions of Chapter 119, Florida Statutes, relating to Public Records, Section 286.011, Florida Statutes, relating to Public Meetings, and Chapter 112 Florida Statutes, relating to conflicts of interest.
2. The School shall be in compliance with all statutes, rules and regulations pertaining to student health, safety and welfare.
3. The school agrees to adhere to a policy of non-discrimination in educational programs/activities and employment and strives affirmatively to provide equal opportunity for all and shall be in compliance with the following:
  - a. Title VI of the Civil Rights Act of 1964 – prohibits discrimination on the basis of race, religion, or national origin.
  - b. Title VII of the Civil Rights Act of 1964, as amended – prohibits discrimination in employment on the basis of race, religion, or national origin.
  - c. Title IX of the Education Amendments of 1972 – prohibits discrimination on the basis of gender.
  - d. Age discrimination in Employment Act of 1967 (ADEA), as amended – prohibits discrimination on the basis of age with respect to individuals who are at least 40.
  - e. Section 504 of the Rehabilitation Act of 1973 – prohibits discrimination against the disabled.
  - f. Americans with Disabilities Act of 1990 (ADA) – prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications.
  - g. The Family and Medical Leave Act of 1993 (FMLA) – requires covered employers to provide up to 12 weeks of unpaid, job protected leave to “eligible” employees for certain family and medical reasons.
  - h. Florida Educational Equity Act – prohibits discrimination on the basis of race, gender, national origin, marital status, or handicap against a student or employee.
  - i. Florida Civil Rights Act of 1992 – secures for all individuals within the state freedom from discrimination because of race, religion, sex, national origin, age, handicap or marital status.
  - j. Individuals with Disabilities Education Act (IDEA- 2004) guaranteeing a free appropriate public education (FAPE) to all disabled students.

- k. Florida Consent Decree (1990) providing the legal framework for the provision of educational services and equal access for Limited English Proficient students
  1. The Federal No Child Left Behind Act
  2. The School agrees to comply with all Sponsor rules, policies and procedures regarding Safe and Drug Free Schools, including Drug Free Workplace, Drug Free School zones and tobacco use on school grounds.
  3. The School shall annually complete and submit to the Sponsor, a Critical Incident Plan in the format designed by the Sponsor, according to the timelines required for all district schools.
  4. The School shall, in the interest of student and staff health and safety, conduct and document fire and severe weather drills in the same manner and frequency as required by other district schools.
  5. The School and Sponsor shall comply with Section 1002.33, Florida Statutes, relating to charter schools and any amendments thereto.

D. ANNUAL REPORT

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

school shall identify reasons for any difference between projected and actual student performance.

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

#### E. INDEMNIFICATION

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

own counsel to defend, the School shall assume the defense of any such claim and the Sponsor shall delegate complete authority to the School in the defense thereof.

F. INSURANCE

1. The School agrees to obtain General Liability Insurance with minimum policy limits of \$1,000,000.00 per occurrence and a aggregate of \$2,000,000; business automobile coverage with a minimum limit of \$1,000,000 per occurrence; Directors' & Officers Liability coverage with a minimum policy limit of \$1,000,000; and Employment Practices Liability Insurance with a minimum policy limit of \$1,000,000.
2. The School further agrees to secure property insurance for the School's personal property, and to insure all Sponsor owned property to be used by the School to its full replacement cost with the Sponsor named as loss payee.
3. The School agrees to provide Worker's Compensation insurance coverage as required by Chapter 440, Florida Statutes.
4. No later than 30 days prior to the opening of school, the School shall furnish the Sponsor with Certificates of Insurance 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 thirty (30) 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 thirty (30) days before expiration or termination of the required insurance for which evidence was provided.
5. All policies shall be placed with an insurance company that maintains a rating from A. M. Best Co that is no less than A-.
6. The school agrees that its failure to secure and continuously maintain all insurance listed in paragraphs 1 – 5 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 \_\_\_\_\_, 2006

THE SCHOOL BOARD OF  
SARASOTA COUNTY, FLORIDA

CHARTER SCHOOL

BY: \_\_\_\_\_

BY: \_\_\_\_\_