

# Sarasota Charter School Contract

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## THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

**THIS CHARTER** entered into as of the 1<sup>st</sup> day of May 2018, by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate operating and existing under the Laws of the State of Florida [Hereafter referred to as “Sponsor” or “District”],

and

**Sarasota Academy of the Arts, Inc.**

**d/b/a Sarasota Academy of the Arts**

**4466 Fruitville Road**

**Sarasota, Florida 34232**

A Florida non-profit organization  
[Hereinafter referred to as “School”]

### Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

*Renewal Application* shall mean the School’s renewal application for a Charter (including amendments) as submitted to and approved by the School Board.

*Governing Board* shall mean the governing board or body of the School.

*Charter* shall mean this charter entered into between the School and the Sponsor.

*County* shall mean Sarasota County, Florida.

*District* shall mean the school district for the County as referenced in Article IX, Section 4, Florida Constitution.

*FDOE* shall mean the Florida Department of Education.

*High-Stakes Review* shall mean an in-depth sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

*School* shall mean Sarasota Academy of the Arts, Inc., d/b/a Sarasota Academy of the Arts (contracting party/legal entity and dba).

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*Sponsor* shall mean the school board of the district as referenced in Article IX, Section 4, Florida Constitution.

*State* shall mean the State of Florida.

*Superintendent* shall mean the superintendent of schools for the District as referenced in Article IX, Section 4, Florida Constitution.

## Section 1

- A. Renewal Application is Approved. The Renewal Application is approved by the Sponsor. It is the intent of the parties that this Contract shall constitute the School's Charter. A copy of the Renewal Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Renewal Application and any other provision of this Charter, the Charter provision shall control.
- B. Term of Charter
1. Effective Date. This Charter shall become effective on the date it is approved by the both parties.
  2. Term. The term of this Charter shall be 15 years commencing on July 1, 2018 and ending on June 30, 2033 unless terminated sooner as provided herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(7)(b), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law

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judge has final order authority to rule on whether proposed provisions of the charter violate the intended flexibility granted charter schools by statute.

3. School Calendar. The School will follow the Sponsor's school year calendar. If the School will not follow the Sponsor's school calendar, the School shall notify the Sponsor in writing by May 1<sup>st</sup> of each year and provide the Sponsor with the School's calendar for the following school year.
4. Deadlines to Submit All Items from the Annual Opening of School Checklist. The deadline to submit items for the annual Opening of School Checklist is August 1<sup>st</sup> of each school year. Checklist items are delineated in Section 11: Required Reports/Document of this document.
5. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to curriculum, budget, facilities, and staff.
6. Charter Renewal. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. A Sponsor may not require a charter school to waive the provisions of section 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with section 1002.331(2), Florida Statutes, as a condition of approval or renewal of a charter.

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7. Periodic Review and Evaluation. The Sponsor shall annually evaluate the School on its performance and progress toward meeting the standards and targets included in this contract, including academic achievement goals. If the term of this contract exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the governing board of the School.

### C. Education Program and Curriculum

1. Any material change to the School's current education program and/or curriculum and/or any material change to what is described in the approved Renewal Application or Charter requires Sponsor approval and shall be submitted to the Sponsor for consideration by May 1st in any given year for the subsequent school year.
2. The School agrees to implement its educational and related programs as specified in the Renewal Application unless otherwise modified by this Charter.
3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.
4. The School shall adopt the Sponsor's plan for English Language Learners, or submit an alternate Sponsor approved plan prior to the execution of this Contract. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.

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### D. Renewal/Non-Renewal/Termination

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter for any of the following reasons set forth in section 1002.33(8), Florida Statutes.
  - a. Failure to participate in Florida's education accountability system created in section 1008.31, Florida Statutes, as required in this section, or failure to meet the requirements for student performance stated in the Charter.
  - b. Failure to meet generally accepted standards of fiscal management.
  - c. Violation of law.
  - d. Other good cause shown, which may include, but is not limited to, any of the following:
    - i. Failure to cure a material breach of any term or condition of this Charter after written notice of non-compliance;
    - ii. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;
    - iii. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;

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- iv. Failure by the School to provide the Sponsor with access to records as required by law or this Charter;
- v. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;
- vi. Violation by the School of any court order pertaining to the operation of the School;
- vii. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Governing Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;
- viii. Failure by the School to timely submit to the Sponsor a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the Sponsor, Auditor General, or FDOE, that such a plan is required;
- ix. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;
- x. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;

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- xi. Perpetration of a material fraud upon the Sponsor or material intentional misrepresentation in the Renewal Application;
- xii. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes;
- xiii. Failure by the School to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and applicable laws relating to English Language Learners (ELL).
- xiv. Failure to make sufficient progress in attaining the student achievement objectives of the Contract and a showing that it is not likely that such objectives can be achieved before the end of the Contract term;
- xv. Willfully or recklessly failing to manage public funds in accordance with the law;
- xvi. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;
- xvii. Failure to maintain the minimum number of Governing Board members for more than 30 days.
- xviii. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other

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governmental authorities having jurisdiction at any time during the term of this Charter.

### 2. Ninety (90) Day Termination

- a. During the term of this Charter the Sponsor may terminate this Charter for any of the grounds listed above, 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, or if the Charter School consistently fails to submit required financial and annual reports in a timely fashion as stated in this Charter.
- b. Except in cases of immediate termination, the Sponsor shall notify the Governing Board in writing at least ninety (90) days prior to renewing, non-renewing or terminating this Charter.
- c. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.
- d. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the notice provisions of this Contract.
- e. The hearing shall be conducted at the Sponsor's election in accordance with one of the procedures provided in F.S. 1002.33(8)(b) and the Sponsor shall enter a Final Order. The School's governing board may,



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within thirty (30) calendar days after receiving the Sponsor's Final Order appeal the decision pursuant to F.S. 120.68.

3. The Sponsor may immediately terminate this Charter pursuant to section 1002.33(8)(d), Florida Statutes.
  - a. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned/leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in section 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication and mandate by the appellate court, or by the final order of the School Board (if no appeal is filed), the Sponsor shall,

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- immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.
- b. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.
4. If the School elects to terminate or non-renew the Charter, it shall provide 120 calendar days notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.

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5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises.

### **E. Post Termination Provisions**

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The Sponsor shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.
2. In the event of termination or non-renewal of this Charter, any and all leases existing between the Sponsor and the School shall be automatically cancelled, unless the lease provides otherwise. However, it is agreed that the Sponsor shall have, for a period of thirty (30) days subsequent to a termination or non-renewal, the first right to refusal to secure the lease on, or to purchase or possess the facilities used as the School's site. The School agrees that any lease obtained by the School with any third person shall include a provision that will grant the Sponsor such a right of first refusal. In no event shall the Sponsor be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.
3. In the event of termination or non-renewal any students enrolled at the School may be enrolled at their home District school, or another school, consistent with the Sponsor's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds,

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including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor. Property and assets purchased with public funds shall be defined as all property, whether real or personal, purchased with grants and funds provided by a governmental entity.

4. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

### F. General Statutory Requirements

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by federal, state and local law, rule, regulation and court order.

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2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable state laws. The School agrees that it will abide by all federal and state laws, statutes, rules and regulations applicable to charter schools and also abide by the terms and conditions of the Charter. Whenever a Florida Statute, State Board of Education Rule, or School Board Policy is referenced in this Contract, it shall be construed to mean the statute, rule or policy as it is amended from time to time.

### **Section 2: Academic Accountability**

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew or terminate this Charter.

#### **A. Annual Objectives**

1. The Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to section 1002.33(7)(a)3., Florida Statutes, at the same time it is available and provided to all schools in the district. The Sponsor may fulfill this requirement by providing the School access to the data in the same manner as it is provided to all district schools.
2. The Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the Sponsor's school system. The data shall include proficiency and growth on state assessments for English Language

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Arts, Social Studies, Mathematics and Science by grade and student subgroups as specified in the state's accountability models.

3. Academic achievement for all students shall be the most important factor when considering to renew, non-renew or terminate a charter. The School shall establish academic achievement goals that reflect high expectations for all students.
  - a. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved charter Renewal Application. If the School will not serve students in grades that participate in the state-wide assessments, the academic achievement goals shall be based on the assessments included in the approved Renewal Application, and at least one assessment administered in traditional public schools in the Sponsor's district.
  - b. The School may opt to submit its academic achievement goals in an annual School Improvement Plan each year of the Contract in accordance with and as outlined in the Sponsor's School Improvement Plan guidelines for establishing goals and the timeline for review and approval.
    1. The School may submit the School Improvement Plan in the same format as used by other Sponsor's schools or in a different format mutually agreed to by the School and the Sponsor.

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2. The School shall notify the Sponsor in writing by May 1<sup>st</sup> of each year if the School elects not to implement a School Improvement Plan.
  3. If the term of the Charter is in excess of four years and the School chooses not to develop and implement a School Improvement Plan, unless required to do so pursuant to section 1002.33(9)(n), F.S., the School shall submit proposed academic achievement goals for five years and resubmit every four years using the same parameters for achievement goals set forth in the Charter.
- c. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals, it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals, either party may request mediation pursuant to section 1002.33(6), Florida Statutes. If the Sponsor does not provide written notification within 30 days of receipt, the goals shall be deemed accepted by the Sponsor.
  - d. In addition to evaluating the School's success in achieving the objectives stated in the Renewal Application or the School Improvement Plan, the School will be held accountable for meeting the State's student performance requirements as delineated in State

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Board of Education Administrative Rule 6A-1.09981, *Implementation of Florida's System of School Improvement and Accountability*.

- e. If the School receives a school grade of “C” pursuant to section 1008.34, F.S., the School shall appear before the Sponsor’s School Board to present the School’s plan for addressing the deficiencies in student performance, the actions and strategies to improve student achievement, and the specific achievement goals and performance outcomes to be attained in the subsequent school year.
  - f. If the School receives a school grade of “D” or “F”, the School must submit to the Sponsor a School Improvement Plan and meet all of the requirements as SBE Rule 6A-1.099827, F.A.C.
4. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Contract, the Sponsor shall report such shortcomings to the Florida Department of Education (FLDOE).
  5. The School and Sponsor may agree to adjust the goals through a contract amendment or addendum.
  6. If applicable, the School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes, and applicable State Board of Education Rules or applicable federal law.

### B. Assessments



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1. State required assessments: All students at the School will participate in all state assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.
2. Additional assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades/schools participate and shall participate in any other assessments as described in the Renewal Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform.
3. Benchmark and progress monitoring assessments: The School must include benchmark or interim assessments aligned to the Florida State Standards to monitor student progress in reading and mathematics. The School may participate in the Sponsor's progress monitoring program or adopt their own system of formative or interim assessments.
4. School selected assessments: The School may choose to administer school level assessments that are not part of the district's assessment system. In such cases, the School is responsible for all costs associated with the purchase of test materials, test inventory, test administration, scoring and reporting.
5. If an IEP, 504 Plan and/or an EP for a student indicates accommodations or an alternate assessment for participation in a state assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with state reporting procedures.

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6. All School personnel involved with any aspect of the testing process must abide by state policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. School staff shall attend Sponsor provided training related to state assessment administration and, as applicable, District assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services/support activities that are routinely provided to the Sponsor's staff regarding implementation of District and state-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor and/or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.
7. The Sponsor shall provide the School with reports on District and state assessments in the same manner and at the same time as for all public schools in the Sponsor's District.
8. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

### C. Student Promotion/Graduation

The School's student promotion policy shall be consistent with the provisions of the Renewal Application. The School will adopt the Sponsor's student progression plan.

1. The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Renewal Application, and Florida law.

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2. The adoption of courses that are currently not offered at the School and/or courses not listed in the Renewal Application and/or courses not on the Sponsor-approved list require Sponsor approval. Such requests shall be submitted to the Sponsor following the Sponsor's procedures and time lines for course adoption.
3. Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

### **D. Data Access and Use Pursuant to Statute**

1. The School agrees to allow the Sponsor reasonable access to review data sources pertaining to student performance and/or teacher evaluation requirements, including collection and recording of procedures, in order to assist the Sponsor in making a valid determination about the degree to which student and teacher performance requirements, as stated in this Charter, have been met.
2. To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

## **Section 3: Students**

### **A. Community and Students to be Served**

1. The School will serve students in grades Kindergarten through 8<sup>th</sup> in Sarasota County and surrounding counties. The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as

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set forth in section 1002.33(10)(e), Florida Statutes as described in the approved Renewal Application.

2. The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2)(a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a student's academic performance.
  3. The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements
- B. The School shall make reasonable efforts, in accordance with federal law, to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the District and shall 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).
1. If the Sponsor is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The charter school is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

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### C. Recruitment

1. The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.
2. Such public notice must include written notice and public service announcement in any native language that represent at least 5% of the School's student ELL population and/or at least 5% of the non-English speaking population of the School's surrounding community.

### D. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through March 1<sup>st</sup> of each year. The School's open enrollment period shall be publicly advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing Board. If, at the 10-day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as described in either the approved Renewal Application or as determined under the provisions of Section 3.E. of this contract, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.

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2. If the number of applications exceeds the capacity of the programs, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random lottery selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes, as provided in the Charter Renewal Application. Changes to the School's criteria for admissions and/or eligibility for enrollment must be submitted to the Sponsor for approval 60 days prior to the registration and enrollment period.
3. The School shall clearly indicate in its Policies and Procedures, Student/Parent Handbook and Registration Forms, the lottery procedures, and any/all enrollment preferences the School will utilize.
4. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.
5. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.
6. A student may withdraw from the School at any time and enroll in another public school, as determined by Sponsor policy. The School shall work in conjunction with the Sponsor, the parent(s) and the receiving school to ensure that such transfers occur at logical transition points in the school year (e.g. grading periods or semester breaks) to minimize the impact on the student's grades and academic achievement.
7. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be

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otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes, unless such activity is provided by the School.

### **E. Class Size**

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools. Any changes to the School's enrollment projection for a given year must be mutually agreed to, in writing, by both parties pursuant to the Sponsor's annual enrollment projection process. Mutually agreed to changes will apply to student enrollment for the subsequent school year.

### **F. Annual Enrollment**

1. **Preliminary Projection:** No later than November 1 of each year, the School shall provide to the Sponsor the School's preliminary projected enrollment for the following school year. The projected enrollment shall not constitute a cap on the School's enrollment for the following school year.
2. **Annual Enrollment Capacity:** The enrollment capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this Contract, the proposed enrollment capacity for the subsequent school year. The enrollment capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the Governing Board.
3. **Final Enrollment Projection:** No later than June 1 of each year, the School shall provide to the Sponsor the School's final enrollment projection for the upcoming school year. For purposes of this Contract, final enrollment projection is not

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annual capacity, but is the School's projection for how many students will be enrolled when the school year begins as will serve as the basis for initial FEFP payments.

4. Disagreements between the Sponsor and the School relating to enrollment capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session.

### G. Maintenance of Student Records as Required by Statute

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 applicable Florida Statutes and State Board of Education rules.
3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District 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.



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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 District school when requested by that school. Requests for student records from public or private schools outside of the county and private schools within the county 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 unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this county, whichever comes first. At the end of the third year all inactive student records will be returned to the Sponsor's records retention department.
6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.
7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Florida Statutes Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.
8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.
9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made

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available to the Sponsor upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

### H. Exceptional Student Education (ESE)

1. Exceptional students shall be provided with programs implemented in accordance with applicable 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)(1) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:
  - a. A non-discriminatory policy regarding placement, assessment, identification, and selection.
  - b. Free appropriate public education (FAPE).
  - c. Individual Educational Plan (IEPs), to include an annual IEP meeting with the student's family.
2. 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.

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3. 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.
4. Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. 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 Sponsor's traditional schools or using the Sponsor's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the School access such information prior to the enrollment lottery.
5. Upon enrollment, or notice of acceptance sent to the student, the School may request from the Sponsor information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School, an IEP meeting shall be convened within 10 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

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A representative of the Sponsor shall be invited to participate in all IEP meetings. The Sponsor retains the right to determine whether or not to send a representative to such meetings.

### 6. Due Process Hearing

In the event there is a Due Process Hearing in accordance with the Individuals with Disabilities Education Act involving the provision of education and related services to a student with disabilities at the School, the following applies:

- a. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to state law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.
- b. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the Sponsor's General Counsel within one (1) school day of receipt.
- c. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.
- d. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under state and federal law.
- e. The Sponsor shall ensure that:

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- i. The due process hearing is conducted pursuant to applicable state laws and rules;
  - ii. A final decision is reached; and
  - iii. A copy of the decision is mailed to the parties.
- f. The School shall bear all the costs associated with the administrative due process hearing, legal representation, including legal fees incurred by the Sponsor, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the Sponsor shall assume and/or reimburse the costs of the defense attributable to, caused by or through the fault of the Sponsor, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.
- g. If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceedings and provide the Sponsor any

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relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume and/or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

- I. **Exceptional Student Education (ESE) Services Covered by the Administrative Fee**
- Pursuant to section 1002.33(20), Florida Statutes, the administrative fee includes professional development and training for charter school administration and staff to ensure that the School provides the appropriate level of service to meet the needs of the School's students with disabilities. The Sponsor will monitor the School's procedures for identification and placement to ensure the School's compliance with ESE requirements, and will provide guidance to assist the School, if needed. Professional development provided to all schools includes the following topics: Positive Behavior Support, Response to Intervention, Multi-Tiered System of Support, Differentiated Instruction, Modifications and Accommodations for ESE students, Alternate Assessment, IEP Development and Implementation, state and district test administration and other relevant topics. The School will have access to the IEP/504 computerized management system to the same extent it is provided to all Sponsor schools. The Sponsor will provide support and guidance for individual ESE cases and overall school programming for ESE students, and other supports and services as agreed to by the School and the Sponsor.

J. **English Language Learners**

Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the Sponsor's plan for English Language Learners (ELLs), or an alternate plan that has been approved

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by the Sponsor. The School shall attend the Sponsor's ESOL procedures training(s) and shall comply with applicable rules and regulations.

### K. Dismissal Policies and Procedures

1. The School shall implement the dismissal policies as described in the approved Renewal Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law, it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.
2. Upon the School's decision to implement dismissal, the School shall refer the student to the Sponsor for appropriate placement within the District. Dismissal procedures shall be clearly defined in writing and included in any parent contract, shared with students and parents annually and provided to the Sponsor no later than two weeks prior to the opening of school each year. In each instance where dismissal is initiated, 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 no less than ten (10) days prior to dismissal. The Sponsor shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the Sponsor, 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.

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The School will refrain from dismissing students thirty (30) days prior to a scheduled state assessment.

3. The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or may dismiss a student for violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act (ADA) for student with disabilities.
4. The School may not dismiss a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents/guardians withdraw students from the School.

### L. Student Code of Conduct, Suspension and Expulsion

1. The School will maintain a safe learning environment at all times. The School shall adopt the Sponsor's Code of Student Conduct as described in the approved Renewal Application. The School will report each month to the Sponsor the number of violations of the Code, by offense, to be included in the Sponsor's discipline reporting, as required by law. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. Students with disabilities shall be afforded a manifestation determination if required by the Individual with Disabilities Education Act.



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2. In the event one of the School's students requests a hearing to contest his/her expulsion, the Sponsor shall conduct an expulsion hearing. The School shall bear all the costs of the hearing including the legal fees incurred by the Sponsor.
3. The School agrees that it will not engage in the corporal punishment of students.
4. The School will not conduct routine or random drug testing of students for any purpose.

### **M. School/Parent Contract**

1. The School agrees to submit any proposed parent contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed parent contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed parent contract, it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the parent contract will be extended through the conclusion of that dispute resolution process.
2. The School shall not use the Parent Contract to discriminate or create a barrier to enrollment. The School may not accept monetary donations in lieu of volunteer hours or other parental obligations.

## **Section 4: Financial Accountability**

### **A. Revenue/State and Local**

1. Basis for Funding: Student Reporting

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- a. School will report the daily attendance of each student to the Sponsor to meet the Sponsor's attendance reporting requirements, as required by law.
- b. The School agrees to report its student enrollment to the Sponsor as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the Sponsor when recording and reporting cost data by program. The Sponsor shall include the School's enrollment when recording and reporting cost data by program. The Sponsor shall include the School's enrollment in the Sponsor's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEPs, ELL plans, 504 plans, and any other required individual student plan. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.
- c. If the School submits data relevant to FTE, federal, or grant 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 provided that the Sponsor has timely sent notice to the School of alleged errors

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discovered through such audit(s) so that the School, on its own, or through the Sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. The Sponsor shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.

- d. 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 District school in a manner fully consistent with Florida law. 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 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the Sponsor's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.
- e. 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.

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- f. 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 Sponsor's 10-day adjustments and the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education. Additionally, funding for the School shall be adjusted during the year as follows:
  - i. In the event of a state holdback or a proration, which reduces Sponsor funding, the School's funding will be reduced proportionately.
  - ii. 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.
2. Millage Levy, if applicable

The Sponsor may, at its discretion, provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor.
3. Administrative Fees to be Charged to the School By the Sponsor
  - a. The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section

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1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distribution of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

- b. The Sponsor shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

#### 4. Distribution of Funds Schedule

- a. The Sponsor shall calculate and submit twelve (12) monthly or twenty-four (24) bi-monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) or one twenty-fourth (1/24) of the funds described in Section 4.A.1, above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15. Subsequent payments will be made no later than the 15<sup>th</sup> of each month beginning with August 15.
- b. For the first two years of this Contract, monthly payments will be calculated as follows:
  - i. July through October payment shall be based on the School's projected enrollment as described in the approved Renewal

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- Application, if a minimum of 75 percent of the projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually entered in the Sponsor's Student Information System as of the first day of the current month.
- ii. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.
  - iii. Payments will be adjusted retroactively for prior period adjustments.
- c. For the following years of the Contract, monthly payments will be calculated as follows:
- i. July through October payment shall be based on the School's final projected enrollment as determined under the provisions of Section 3.F of this Contract, if a minimum of 75 percent of the final projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.

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- ii. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.
  - iii. Payments will be adjusted retroactively for prior period adjustments.
- d. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the annual enrollment capacity for the school year (whichever is less). In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.
- e. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency.

Additionally, funding for the School shall be adjusted during the year as follows:

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- i. In the event of a state holdback or a proration, which reduces Sponsor funding, the School's funding will be reduced proportionately to the extent required by law.
  - ii. 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.
- f. The Sponsor shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Contract, for which other requirements for timely payments have been made, 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 ten (10) working days after the receipt of funding by the Sponsor, or the due date set forth in this Charter, 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 ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state approved depository specified and approved by the Governing Board at a public meeting.

Nothing herein shall prevent the Governing Board from directing the



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deposit of payments with a trustee or other agent in connection with any financing or extension of credit.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) days overdue:

- i. The School's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.
- ii. The School's annual financial audit as required by section 218.39, F.S. and this Contract.

The Sponsor shall release, in full, funds withheld under this provision within ten (10) days of receipt of the documents that resulted in the withholding of funds.

### B. Federal Funding

Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the benefit of the School, the School's students, and the School's students as public students in the Sponsor's school district. If the School elects to receive funds in lieu of services, the following provisions apply:

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1. The Sponsor shall provide to the School by August 15 of each year a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's final projected enrollment as provided for in Section 3.F of this Contract.
2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.
3. The School shall submit invoices by the 15<sup>th</sup> of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly/quarterly financial statements.
4. The Sponsor shall reimburse the School within thirty (30) days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.
5. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the Sponsor for that purpose. The allocation of Title I funds shall be made in accordance with the

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Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.

6. Any capital outlay items purchased with Title I funds must be identified and labeled for Title I property audits. The property must be returned to the Sponsor if the School is no longer eligible for Title I funding.
7. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching in-field; para-educators with two years of college, an AA degree, or that have passed an equivalent exam.
8. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently Section 1118 of NCLB.
9. The Sponsor and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.
10. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.
11. Pursuant to the Sponsor's approved IDEA Project Application, ESE students in the School will be provided IDEA funded services in the same manner as those

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services are provided to ESE students in other district schools including, but not limited to: funding for salaries and benefits for ESE teachers, aides and other support staff, professional development for general education and ESE teachers, and materials, supplies, equipment, and assistive technology for ESE students.

### C. Federal Grants

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 appropriate Sponsor staff to facilitate Sponsor's approval for all federal and state grant applications developed by the School for which the Sponsor will serve as fiscal agent.
2. Submitting a grant application executive summary 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, if allowed, to the Sponsor for applicable federal grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

### D. Charter School Capital Outlay Funds

1. Application

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If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

### 2. Distribution

Should the School receive a Capital Outlay allocation, the Sponsor shall distribute such funds to the School within ten (10) days of receipt of such funds from the FDOE.

### E. Restriction on Charging Tuition

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the Sponsor for review no later than March 1 prior to the school year in which the fees are intended to be charged, or within thirty (30) days of contract execution for the initial school year. If the Sponsor believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

### F. Summer School Provision

The School may choose to provide a summer school program using State Supplemental Academic Instruction (SAI) funds. If a student enrolled in the School attends any of the Sponsor's summer school programs, other than the Grade 3 Summer Reading Camp, the

## **Sarasota Charter School Contract**

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School shall reimburse the Sponsor for the cost, as determined by the Sponsor, of each student's summer school program. If the School fails to comply with this provision, the Sponsor may deduct the appropriate amount from the School's subsequent FTE payments.

### **G. Budget**

#### **1. Annual Budget**

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 1, for the fiscal year.

#### **2. Amended Budget**

Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the Sponsor within ten (10) business days of the meeting at which the budget was amended.

### **H. Financial Records, Reports and Monitoring**

#### **1. Maintenance of Financial Records**

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

#### **2. Financial and Program Cost Accounting and Reporting for Florida Schools**

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The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida.

The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statutes.

### 3. Financial Reports

#### a. Monthly Financial Reports

The School will submit a monthly financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a high-performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly/quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j, Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

#### b. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and

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replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the Sponsor annually at the same time School's annual audit is submitted.

c. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standards in Florida, no later than the last business day in July.

d. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with generally accepted auditing standards, governing standards and the rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

e. Form 990, if applicable



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A charter school shall organize as, or be operated by, a non-profit organization. If the School has obtained federal tax exempt status as a 501(c)(3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within fifteen (15) business days after filing it with the IRS. Notwithstanding anything set forth in this Contract, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

- f. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter. The Sponsor reserves the right to withhold monthly disbursements in the event that any required financial reports including monthly financial reports, the annual financial report or the annual financial audit are not received within 30 calendar days from the due date.
4. The School's fiscal year shall be July 1 – June 30.
5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.

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6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.
7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

### I. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the approved Renewal Application.
2. The School shall adhere to any additional applicable financial requirements mandated by the state and/or federal laws and regulations.
3. Notwithstanding anything else herein to the contrary, the Sponsor shall not:
  - a. Guarantee payment for any purchases made by the School;
  - b. Guarantee payment for any debts incurred by the School;
  - c. Guarantee payment for any loans taken out by the School;
  - d. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.
4. The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

## **Sarasota Charter School Contract**

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5. The School agrees to provide to the Sponsor, upon request, 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 cost, 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 upcoming school year.

J. **Description of Internal Operating Procedures**

The School shall develop and implement sufficient internal operating procedures as described in the approved Renewal Application to ensure sound financial management.

### **Section 5: Facilities**

A. The School shall be located at 4466 Fruitville Road, Sarasota, Florida. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the first day school staff report for work on school premises. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Contract. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility.

B. Any proposed change in location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the

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proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the School's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Superintendent or Superintendent's designee.

- C. Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students/staff, the School must notify the Sponsor within forty-eight (48) hours and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction, the School shall ensure that the required number of instructional hours is provided.
- D. The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. 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 the Sponsor's safety staff.
- E. In the event a charter school is dissolved or is otherwise terminated, all Sponsor School Board property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor School Board, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the charter school, Sponsor School Board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the charter school, in the possession of any person, entity, or holding

## **Sarasota Charter School Contract**

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company, other than the charter school, shall be held in trust upon the Sponsor School Board's request, until any appeal status is resolved.

- F. If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.
- G. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

### **Section 6: Transportation**

- A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statutes, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, and/or parents.
- B. Reasonable Distance: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within 7 miles.
- C. Should the School choose to schedule its instructional day to accommodate the Sponsor's regular bus transportation schedules, the Sponsor may agree 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 enter into a separate contract. The Sponsor shall deduct such amount from the School's revenue disbursements. The School may enter into a separate agreement with the Sponsor to receive additional transportation services for extracurricular events, field trips, and other activities.

## **Sarasota Charter School Contract**

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- D. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the Sponsor for transportation services, it shall submit a transportation plan to the Sponsor for review and approval. The School shall provide the Sponsor the name of the private transportation provider and a copy of the signed contract no later than ten (10) business days prior to the use of the service.
- E. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedures to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor and/or state arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible. Any transportation FTE adjustment, which is attributable to error or substantial non-compliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

### **Section 7: Food Service**

- A. The School shall provide food services to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program, it shall follow all applicable federal rules and regulations.
- B. 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

## **Sarasota Charter School Contract**

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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.

### **Section 8: Insurance & Indemnification**

- A. The School agrees to provide the following proof of insurance:
1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of \$2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract;
  2. General liability coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00; and under general liability, the School is required to carry Sexual Abuse and Molestation coverage in an amount not less than \$1,000,000;
  3. Business automobile coverage with \$1,000,000 combined single limit for each accident.
- B. Property insurance shall be secured for buildings and contents. Property insurance coverage for the “Building” includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the building is under construction, the School shall provide evidence of

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property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises.

If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor, no later than fifteen (15) calendar days prior to the opening of school, evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

- C. The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the Sponsor's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.
- D. The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.
- E. Fidelity Bond/Crime Coverage: The School shall purchase Employee Dishonesty/Crime Insurance for all Governing Board members and employees, including Faithful Performance of Duty coverage for the School's administrators/principal and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss/two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty/Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.
- F. No later than thirty (30) days prior to the start 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 by July 1. The



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certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. 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. Should any of the above described policies (A – E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within ten (10) days of cancellation, whichever is sooner.

- G. Insurance policies must be annual and continuous with no gaps in coverage from July 1 through June 30 of each school year. Failure to secure and continuously maintain all insurance listed in items A – E without cure after written notice above may constitute grounds for termination of this Charter.
- H. 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 members, officers, or 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, except when Sponsor supplied, or

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required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.

### I. Applicable to All Coverages the School Procures

1. **Other Coverages:** The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees or agents shall be in excess of the insurance provided by or on behalf of the School.
2. **Deductibles/Retention:** Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
3. **Liability and Remedies:** Compliance with the insurance requirements of this Contract shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise.
4. **Subcontractors:** The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
5. **Waiver of Subrogation:** All policies will be endorsed for waiver of subrogation in favor of the Sponsor.

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6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits." This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.
- J. The Sponsor agrees to indemnify and hold harmless the School, its members, officers, employee 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 Sponsor's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the Sponsor's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the Sponsor or required by the Sponsor to be used by the School, and any claims or actions related to violation of any state or federal statutes or regulations including those referenced in this Charter.
- K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Section 8.H and 8.J above, the Sponsor does not waive sovereign immunity to the extent sovereign immunity is available. In the event of any claims described in Section 8.H and 8.J above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School chooses to not hire their own counsel to defend, the other party shall

## **Sarasota Charter School Contract**

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assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.

L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account. The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

M. Notice of Claims

1. Time to Submit

The School shall provide the Sponsor with proof of insurance pursuant to Section 8.F of this Contract and shall furnish the Sponsor with fully completed certificate(s) of insurance signed by an authorized representative of the insurer(s) providing the coverage 30 days prior to the start of school for each year of the charter term.

2. Notice of Cancellation

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The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.

3. **Renewal/Replacement**

Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

### **Section 9: Governance**

A. Sarasota Academy of the Arts, Inc. is the legal Florida not-for-profit entity, and shall manage the School's activities and affairs. Voting shall control the organization, and only the Governing Board shall vote. The officers shall consist of, at a minimum, a president, a vice president, a treasurer, and a secretary.

1. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Renewal Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of five (5) members and not to exceed maximum of nine (9) voting members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a

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- complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.
2. The Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, resolve disputes, including grade challenges, and disputes about disciplinary action taken by the School. The representative must reside in the school district in which the charter school is located and may be a Governing Board member, charter school employee, or individual contracted to represent the Governing Board. If the Governing Board oversees multiple charter schools in the same school district, the Governing Board must appoint a separate individual representative for each charter school in the District. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the charter school's website.
  3. The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative and charter school principal or director, or his or her equivalent, must be physically present at each meeting. All meetings and communications involving members of the Governing Board shall be held in compliance with the Florida's Sunshine Law.

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4. All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statutes, and Rule 6A-6.0784, Florida Administrative Code.
  5. The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the principal ensures that those policies are implemented.
- B. The School shall be organized as a Florida non-profit organization.
- C. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.
1. The Governing Board shall exercise continuing oversight over charter school operations and 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 section 1002.33, Florida Statutes.
  2. The Governing Board will be responsible for the overall policy decision making of the School, including the annual approval of the budget.
  3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or Governing Board

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- member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the statute shall not be appointed to the board.
4. The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.
  5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.
  6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.
  7. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly, from the School or the School's operations. No School or management company employee, or his/her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2), (3), (7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.
  8. Any change in Governing Board membership must be reported to Sponsor in writing within five (5) business days of the change.
- D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the Sponsor. Conversely, the Sponsor shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.



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To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

- E. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:
1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.
  2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.
  3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract. The contracts must provide that the management

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company/education service provider must comply with the School's charter contract with the Sponsor. Additionally, all management company/education service provider contracts with charter schools shall contain clearly defined performance indicators for evaluating the management company/education service provider, initial contract execution date.

4. All public funds paid to the School will be paid to, and controlled by, the Governing Board, which in turn will pay the management organization for successful provision of services. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.
5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no high than market rates at the time of the loan.
6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the Sponsor within five (5) days of execution. The Sponsor shall have thirty (30) days to review the material changes. If the changes violate the terms of this Contract or applicable law, the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.
7. The management organization will perform its duties in compliance with this Charter. Any default or breach of the terms of the Contract by the management

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company shall constitute a default or breach under the terms of the Contract between the School and Sponsor.

- F. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

### **Section 10: Human Resources**

A. Hiring and Employment Practices

1. The School shall recruit, select and hire its own personnel.
2. The School's employment practices shall be non-sectarian.
3. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.
4. The School will be a public employer and will not participate in the Florida Retirement System (FRS).
5. 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.
6. The School may not knowingly employ an individual who has resigned from a school or 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 or school district with respect to child welfare or safety or who is under current suspension from any school or school district.

B. Teacher/Staff Certification and Qualifications

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1. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.
2. The teachers employed by or under contract to the School shall be designated as a “highly qualified” teacher and be certified as required by Florida Statutes and federal regulations. In the event that an employed teacher is identified as a non-highly qualified teacher, the School shall provide the Sponsor with a plan to remedy the teacher’s status.
3. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the Sponsor, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor’s designated database. Teaching assignments must match the state’s course code directory numbers. Changes will be provided to the Sponsor within three (3) work days of hiring, granting leaves of absences, and/or terminating teachers.
4. This Charter is contingent upon the School hiring the equivalent of a full-time on-site school principal and sufficient instructional staff and support staff to meet the goals of this Charter.

### C. Employment of Relatives

1. The School shall comply with the restriction on employment of relatives provisions included in section 1002.33(24), Florida Statutes.
2. This Contract makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the governing board of directors, superintendent, governing board

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member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per section

1002.33(7)(a)(18), Florida Statutes:

N/A

3. If the relative is employed after execution of this Contract, the School shall disclose to the Sponsor, within ten (10) business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)(18), Florida Statutes.

### D. Screening and Security

1. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors. This policy will also detail the procedures for screening of all volunteers and mentors. These personnel policies and procedures shall be made available to the Sponsor no later than two weeks prior to the opening of school each year.
2. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his/her designee. No School employee or member of the Governing Board may be on campus with students until his/her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and

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background check requirements, including those relating to vendors, pursuant to sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the Sponsor's Human Resources Department when a staff member is no longer employed at the School.

3. The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

### E. Performance Evaluations for Instructional Personnel and School Administrators

1. The School shall comply with section 1012.34, Florida Statutes, related to performance evaluation requirements for charter school instructional personnel and school administrators.
2. The School shall notify the Sponsor by May 1<sup>st</sup> of each school year as to the School's intent to follow the Sponsor's Instructional Personnel and School Administrators Evaluation System or if the School will adopt their own performance evaluation system for implementation in the subsequent school year.
3. The School's implementation of these personnel evaluation systems will be monitored by the Sponsor as part of the Sponsor's responsibility to ensure that the School is in compliance with all applicable laws and regulations.
4. The School agrees to submit all teacher and instructional staff personnel evaluation data to the Sponsor without delay in order for the Sponsor to meet the state's reporting requirements.

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- F. Professional Development and Leadership Development
1. The School is responsible for ensuring that all administrators and all full-time instructional personnel are trained prior to the start of school in the most relevant components of the School's staff development plan, which must address federal and state requirements, as applicable.
  2. Professional development and training needs shall be based on student achievement and other student outcome data as well as be aligned to the needs of the individual employee based on the results of the teacher/principal evaluation results.
  3. Employees of the School may participate in professional development activities offered by the Sponsor. Any costs associated with professional development for which there is an additional fee, and for which no federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.
  4. Training on the use of the Sponsor's district evaluation, assessment and/or data management system implemented by the Sponsor to meet a state requirement shall be available to the School at no cost. Any costs or fees associated with non-federally funded professional development or for training on the use of Sponsor-developed or Sponsor-purchased systems which are not a component of a state-required program will be the responsibility of the School or individual Charter School employee.

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## Section 11: Required Reports/Documents

- A. Annual Start of School checklist of documents to be submitted or made available for review by August 1<sup>st</sup> of any given school year:
1. Policies and Procedures Manual
  2. List of members of the Governing Board and Principal, including current contact information
  3. Facility zoning, certificate of occupancy (new facilities or additions only), fire inspection
  4. Current lease or ownership documents
  5. List of current staff members including certifications and teaching assignments for teachers
  6. Documentation of fingerprinting of all staff and Governing Board members
  7. Student Code of Conduct
  8. Copies of marketing materials and other student recruitment resources
  9. Results of the lottery process and students on the waiting list
  10. Contract for transportation rates and services or transportation plan, if applicable
  11. Contract for Food and Nutrition services
  12. Letter specifying that the School will adopt/not adopt the Sponsor reading plan
  13. Tentative dates and times of the meetings of the Governing Board for the first year
  14. Crisis Response Plan
  15. Dismissal policies and procedures
  16. School's parental contract, if applicable



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17. Student Progress Plan [if different from Sponsor's]
- B. Monthly
1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statutes)
  2. Governing Board meeting agenda and minutes
- C. Annual, according to the timeline/schedule stipulated in this Charter
1. Annual Student Achievement Report/School Improvement Plan
  2. Annual Financial Audit
  3. Program Cost Report
  4. Annual Inventory Report [capital purchases with public funds]
  5. Policies and Procedures of the school for subsequent school year [if materially revised]
  6. School based Student Code of Conduct for subsequent school year [if materially revised]
  7. Dismissal Policies and Procedures for subsequent school year [if materially revised]
  8. Crisis Response Plan [if materially revised]
  9. Employee Handbook for subsequent school year [if materially revised]
  10. Current list of members of the Governing Board and Principal
  11. School's Parental Contract for subsequent school year [if materially revised]
  12. Projected enrollment [for subsequent school year]
  13. Capacity [for subsequent school year]
  14. School calendar [for subsequent school year] if different than the Sponsor's school calendar

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15. Evidence of insurance described in Section 8 of this Charter
  16. Management Organization Agreement [if materially revised]
  17. Student Progression Plan for subsequent school year [if materially revised]
- D. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.
- E. In connection with its oversight responsibilities, the Sponsor may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding: 1) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law; 2) the status of the School's charter; and 3) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

### **Section 12: Miscellaneous Provisions**

- A. **Impossibility**
- Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- B. **Drug Free Workplace:** The School shall be a workplace free of drugs.
- C. **Entire Agreement**
1. This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be

## Sarasota Charter School Contract

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altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the School Board and the Governing Board.

2. This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Contract.

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter

All representations and warranties made herein shall survive termination of this Charter.

H. Severability

## Sarasota Charter School Contract

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If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

I. Third Party Beneficiary

This Charter is not intended to create any rights in a third party beneficiary.

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the county and shall be interpreted according to the laws of the state. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the county, or the appropriate appellate or federal court. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

Official correspondence between the School and the Sponsor shall be in writing, and signed by an officer of the Governing Board or the principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

## Sarasota Charter School Contract

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<p>Sarasota Academy of the Arts Attn: Principal 4466 Fruitville Road Sarasota, FL 34232 Telephone: 941-377-2278</p> <p>Sarasota Academy of the Arts Governing Board Attn: Daniel Kennedy, Board Chair 4466 Garrison Street Sarasota, FL 34232 Telephone: 941-377-2278</p>	<p>The School Board of Sarasota County, Florida 1960 Landings Blvd Sarasota, FL 34231 Attn: Mr. Todd Bowden, Superintendent of Schools Telephone: 941-927-9000</p> <p>Copies of all Notices to: Office of School Choice and Charter Schools 1960 Landings Blvd Sarasota, FL 34231 Attn: Dr. Natalie Roca</p>
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Each of the persons executing this Charter represents and warrants that he/she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

L. Conflict Between Charter and Florida Law

In any case where this Charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

M. Conflict/Dispute Resolution

1. Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(d), Florida Statutes. It is anticipated that a

## Sarasota Charter School Contract

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continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

2. The following dispute resolution process, not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 – The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 – The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 – Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 – If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without

## Sarasota Charter School Contract

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limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(6)(h), Florida Statutes.

### N. Citations

1. Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule in effect on the effective date of this Charter, and as it is amended from time to time.
2. School Board policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Renewal Application or otherwise agreed to by the Governing Board in writing.
3. If the Sponsor subsequently amends any agreed-upon Sponsor policy, the version of the policy in effect at the time of the execution of the Charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.
4. Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy, it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

## **Sarasota Charter School Contract**

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### O. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the contract and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

### **Appendices**

1. Renewal Application for Sarasota Academy of the Arts, including addenda



# Sarasota Charter School Contract

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## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Charter to be executed by their respective undersigned officials this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

THE SCHOOL BOARD OF  
SARASOTA COUNTY, FLORIDA

SARASOTA ACADEMY OF THE  
ARTS

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

Bridget Ziegler,  
School Board Chair

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

Daniel Kennedy,  
Governing Board Chair

Approved for Legal Content,  
April 19, 2018, by Matthews Eastmoore,  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: \_\_\_\_\_ASH