

Sarasota Charter School Contract

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

THIS CHARTER SCHOOL contract (“Contract” or “Charter”) is entered into as of the 4th day of February, 2015, by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate operating and existing under the Laws of the State of Florida [hereinafter referred to as “Sponsor”],

and

The SKY Family YMCA, Inc.

701 Center Road

Venice, Florida 34285

A Florida non-profit organization operating as SKY Academy Englewood

[Hereinafter referred to as “School”]

Section 1

A. Approved Application and Application Addenda, Appendix 1

It is the intent of the parties that this Contract shall constitute the School’s Charter. The application and any amendments approved by the Sponsor on October 21, 2014 are attached hereto in Appendix 1 and constitute a part of this contract. In the event of any conflict between the application and any other provision of this contract, the contract provision shall prevail.

B. Term of Contract

1. Effective Date – This charter shall become effective July 1, 2015 or upon signing by both parties, whichever date is later.
2. Term – The term of the contract shall be 5 years commencing on July 1, 2015 and ending on June 30, 2020 unless sooner terminated as provided herein.

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3. Start-Up Date – The School will open in August of 2015. The Governing Board of the School may request and shall be afforded the opportunity to take one (1) planning year to delay the opening of the School to August 2016 provided notice is given to Sponsor no later than June 15, 2015. The planning year does not extend the term of this Contract.
 4. 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 1st of each year and provide the Sponsor with the School’s calendar.
 5. 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 1st of each school year. Checklist items are delineated in Section 11: Required Reports/Document of this document.
 6. Charter Modification – This Charter may be modified during its initial term or any renewal term only upon approval of both parties, and such modifications shall be in writing and executed by the parties.
 7. Charter Renewal – This Charter may be renewed as provided for in Section 1002.33 or 1002.331, Florida Statutes.
- C. Education Program and Curriculum
1. The curriculum will align with the new Florida Standards and teachers will utilize and instructional approach based on depth of knowledge that emphasizes collective inquiry, innovation, experimentation and collaborative learning. The curriculum will promote high standards of academic achievement through the

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infusion of wellness strategies into a rigorous, thematic instructional program.

The curriculum framework is organized around learning strands that incorporate wellness and fitness and provide students with a solid, high-quality education that provides students with a meaningful and well-rounded educational experience.

2. The School hereby warrants that reading shall be a primary focus of the curriculum and that resources will be provided to identify and provide specialized instruction for students who are reading below grade level. Further, the curriculum and instructional strategies for reading are consistent with the Florida State Standards and are grounded in scientifically-based reading research.
3. The School agrees to implement its educational and related programs as specified in C.1 and in the School's approved Application attached hereto in Appendix 1, setting forth the School's curriculum, the instructional methods, any distinctive instructional techniques to be used in the identification and acquisition of appropriate technologies needed to improve educational performance which includes a means for promoting safe, ethical and appropriate uses of technology which comply with legal and professional standards.
4. The School shall adopt the Sponsor's plan for English Language Learners Students, as set forth in the application, or submit its own state approved document prior to the execution of this contract.
5. The School agrees to implement its education program and curriculum as described in the approved application. Any material change to the education program and/or curriculum shall be submitted to the Sponsor for approval by May 30th in any given year for the subsequent school year.

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D. Renewal/Non-Renewal/Cancellation and Termination

1. The School shall notify the Sponsor in writing at least 120 calendar days prior to the expiration of the Charter as to the School's intent to renew or not to renew.

The School agrees to submit all school records to the Sponsor without delay upon the expiration of this Charter.

2. Non-Renewal Provisions: At the end of the term of this charter, the sponsor may choose not to renew the charter for any of the following grounds:

- a. Failure to participate in the state's accountability system created in FS §1008.31, as required in this section or failure to meet the requirements for student performance as set forth in this Charter.
- b. Failure to meet the requirements for financial reports or meet generally accepted standards of fiscal management.
- c. Violation of law.
- d. Other good cause shown. For purposes of this Contract, the term "good cause," may include but is not limited to a material, uncured breach of any of the following:
 - i. A School's failure to materially comply with the terms and conditions of the Contract after being notified of its non-compliance; and continuing failure by the School to cure its non-compliance with the terms and conditions of the Contract after being issued the requisite notice under FS §1002.33(8);
 - ii. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically-based

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- reading research;
- 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 as determined by FS §218.503;
 - iv. Failure by the School to provide the Sponsor with the required access to records;
 - v. Failure of the School to maintain insurance coverage as described in this contract;
 - vi. Violation of the School of any court order as determined by the court issuing said order;
 - vii. A criminal conviction upon matters involving the School against either the School's governing board, its members (collectively or individually), or by the management company contracted by the School, where the Governing Board knew or should have known about such matters and failed to cure;
 - viii. Failure by the School to submit to the Sponsor a Financial Corrective Action Plan or a Financial Recovery Plan with the appropriate supporting documents that is determined by the Sponsor to be acceptable within thirty (30) days following a determination of financial emergency pursuant to FS §218.503;
 - ix. Failure by the School to implement any financial recovery plan approved by the commissioner of Education pursuant to FS

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§218.503;

- x. Failure to provide periodic progress reports as required by the financial recovery plan;
- xi. A finding by the School Board that the School or its representative have perpetrated a material fraud upon the Sponsor or made material intentional misrepresentation in the application;
- xii. Failure to comply with background screening and other requirements set forth in FS §1002.33;
- 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 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.

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3. 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, at least ninety (90) days prior to renewing, non-renewing or terminating this Charter, the Sponsor shall notify the governing body of the School of the proposed action, in writing. A notice to terminate or not renew the Charter shall state in reasonable detail the grounds for the proposed action and stipulate that the School's governing body may, within fourteen (14) calendar days of receiving the notice, request a hearing. The hearing shall be conducted at the Sponsor's election in accordance with one of the procedures provided in FS 1002.33(8)(b) and the Sponsor shall enter a Final Order. The School's governing board may, within thirty (30) calendar days after receiving the Sponsor's Final Order appeal the decision pursuant to FS 120.68.

4. Immediate Termination

This Charter may be terminated immediately if the Sponsor sets forth in writing the particular facts and circumstances indicating that an immediate and serious danger to the health, safety, or welfare of the School's students exists. The Sponsor's determination is subject to the procedures set forth in sub-paragraph 3

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above, except that the hearing may take place after this Charter has been terminated. The Sponsor shall notify in writing the School's governing board, the School's principal, and the Department of Education if this Charter is terminated immediately. Upon receiving written notice from the Sponsor, the School's governing board has fourteen (14) calendar days to request a hearing. A requested hearing must be expedited and the Final Order must be issued within sixty (60) days after the date of request. The Sponsor shall assume operation of the School through the pendency of the hearing unless the continued operation of the School would materially threaten the health, safety, or welfare of the students.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the governing body of the School shall be responsible for all the debts of the School. The Sponsor shall not assume the debt from any contract including lease or rental agreements, made between the governing body of the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the governing body of the School and that may not reasonably be assumed to have been satisfied by the Sponsor.
2. In the event of termination, expiration or non-renewal of this charter, any and all leases existing between the Sponsor and the School shall be automatically cancelled. 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 of 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

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person shall include a provision that will grant the Sponsor such a right of first refusal. However, 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 districted school, or another school, consistent with the Sponsor's enrollment procedures including transfer of all student records to the receiving school.
4. In the event of termination or non-renewal, any unencumbered public funds, except for capital outlay funds and federal charter school program grant funds, from the School shall revert to the Sponsor. All assets of the School, including supplies, furniture, and equipment, purchased with public funds will revert to ownership of the Sponsor (subject to any lawful liens or encumbrances). If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, then it shall be presumed that it was purchased with public funds 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.
5. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within thirty (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

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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 agrees to adhere to a policy of non-discrimination in educational programs/activities and employment and to strive affirmatively to provide equal opportunity for all as required by:
 - a. Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color, religion or national origin;
 - b. Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination in employment on the basis of race, color, religion, gender or national origin;
 - c. Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of gender;
 - d. The Age Discrimination in Employment Act of 1967 (ADEA), as amended, which prohibits discrimination on the basis of age with respect to individuals who are at least 40;
 - e. Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination against the disabled;
 - f. The Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications;
 - g. The Family and Medical Leave Act of 1993 (FMLA) which required

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covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons;

- h. The Florida Educational Equity Act which prohibits discrimination against a student or employee on the basis of race, gender, national origin, marital status, or handicap;
- i. The Florida Civil Rights Act of 1992 which secures freedom from discrimination on the basis of race, color, religion, gender, national origin, age, handicap or marital status for all individuals within the state; and
- j. P.L. 93-508 (Federal Law) and FS §295.07, which provide categorical preferences for employment and re-employment rights to veterans.

2. Additionally, the School will be in compliance with:

- a. FS §286.011 relating to public meetings and records, public inspection; criminal and civil penalties;
- b. FS Chapter 119 relating to public records;
- c. FS §1003.03 relating to maximum class size;
- d. FS §1012.22(1)(c) relating to compensation and salary schedules;
- e. FS §1012.33(5) relating to workforce reductions;
- f. FS §1012.335 relating to contracts with instructional personnel;
- g. FS §1012.34 relating to requirements for personnel evaluations; and
- h. FS §§ 112.313(2), (3), (7), and (12) and 112.3143(3) relating to standards of conduct.

3. The School shall adhere to any additional requirements applicable to charter

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schools under state law or as mandated by the Florida Department of Education or any other agencies regulating the School. 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

A. Evaluation of Student and School Performance

1. The School agrees to the educational goals and outcomes to be achieved and the methods of measurement that have been mutually agreed upon and identified in the School's approved Application. The stated educational goals meet the following criteria:
 - a. The outcome measures for student performance are aligned to state and federal accountability requirements for student performance, student growth and specific enough to determine progress on an annual basis.
 - b. The methods used to identify the educational strengths and needs of students and the educational goals and performance standards shall be based upon the assessment systems of the Sponsor and the State.
2. Annual Evaluation of Student and School Performance
 - a. The School will develop and implement a School Improvement Plan (SIP) each year of the Contract in accordance with and as outlined in the Sponsor's School Improvement Plan Guidelines.

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- b. The School agrees to the baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon in the SIP submitted to the Sponsor annually.
- c. The Sponsor shall review the SIP academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals, it shall provide the School a written explanation. If the Sponsor does not respond within thirty (30) days of receipt, the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals, either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.
- d. In addition to evaluating the School's success in achieving the objectives stated in the application or the School Improvement Plan, the School will be held accountable for meeting the State's student performance requirements as delineated in State Board of Education Administrative Rule 6A-1.09981, *Implementation of Florida's System of School Improvement and Accountability*.
- e. The Sponsor has the authority and responsibility to monitor and review the School's progress toward the goals established in the Charter. If the School falls short of the academic goals, the Sponsor shall report such shortcomings to the Florida Department of Education (FLDOE).

B. Assessments

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1. Federal and State required assessments: All students at the School will participate in all Federal and State assessment programs.
2. District assessments: Students may participate in any or all district assessment programs in which the district students in comparable grades/schools participate.
3. Benchmark and progress monitoring assessments: The School must administer benchmark or interim assessments aligned to the Florida State Standards to monitor student progress in reading and mathematics. The School may participate in the district'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 indicate the need for test accommodations or an alternate assessment for participation in a State assessment, the School will ensure the provision of testing accommodations or administer the state alternate assessment in compliance with State administration procedures.
6. All School personnel involved with any aspect of the testing process must have knowledge of and abide by State (and, if applicable, Sponsor's) policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results.

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7. 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.
 8. The Sponsor shall provide the school with reports on District and State assessments in the same manner as for all public schools in the district. The Sponsor shall provide state-required academic student performance data to the School for each of its students coming from the Sponsor's system, as well as rates of academic progress of comparable student populations in the Sponsor's system if feasible.
 9. The School will monitor progress toward the goals of the SIP as a part of its progress monitoring of student achievement at regular intervals during the school year.
 10. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.
- C. Student Progression, Promotion/Graduation
1. The School will adopt the Sponsor's Student Progression Plan as stated in the approved Application. The School will comply with student placement and progression procedures, including requirements for middle school course recovery and transition to high school to meet high school graduation requirements.

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2. The adoption of courses not listed in the Application and/or courses not on the district-approved list require Sponsor approval. Such requests shall be submitted to the Sponsor following district procedures and time lines for course adoption.
 3. The School agrees to provide the data generated by the School's own internal assessments and evaluations if such data will be submitted to the Sponsor to meet state requirements for student placement, promotion and/or retention.
- 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 parties agree that the community to be served by this Charter is defined as follows: The greater Englewood area, including, but not limited to Englewood, Grove City, Rotunda, North Port and south Venice and nearby portions of Charlotte County.

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2. Pursuant to 1002.33(10)(e), F.S., the School may limit enrollment to target students living within a 10-mile radius of the School, including those students residing in Charlotte County.
 3. The School further agrees that it shall achieve a racial/ethnic balance reflective of the “community” it serves, as defined above or within the racial/ethnic range of other public schools in the Sponsor’s district; that it will not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL) and that it shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, the Florida Education Equity Act, the 1990 Florida Consent Decree, and the 2003 stipulation modifying said Consent Decree. The School shall guarantee admissions policies will be nonsectarian.
 4. The School’s recruitment activities will include appropriate communication strategies to ensure equal access to all students of all racial and ethnic groups. Public notice shall include newspaper announcements, flyers and bulletins throughout the community, and radio public service information announcements. Such public notice must include written notice and public service announcement in any native language that represent at least 5% of the Sponsor’s ELL population.
- B. Admissions and Enrollment
1. The School agrees to enroll an eligible student by accepting a timely application through April 1 of each year. If the target goal of students is not met by April 1 the School reserves the right to establish a second enrollment period from April 2 - May 30 of each year provided sufficient public notice is given. If the target goal

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of students is not met by June 1 of each year, the school will give sufficient public notice and extend the application deadline through the start date of the upcoming school year.

2. If the number of applicants exceeds the capacity of the program, class, grade level, or building, all applicants who submitted an application within the enrollment period shall have an equal chance of being admitted through a random selection process pursuant to F.S. §1002.33(10)(b). If the space becomes available during the academic year, admission will be given based on a random selection of those on a wait list desiring admission.
3. Preference may be given to siblings of students enrolled in the School, to the child of a member of the governing board of the School, or to the child of an employee of the School. Children of parents who have a membership with YMCA shall not have enrollment preference over any other eligible student. District or county of residence may not be used as criteria for enrollment preference.
4. 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.
5. Enrollment is subject to compliance with the provisions of Section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.
6. If the Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school in his/her home district. Normal application deadlines shall be disregarded under such circumstances but program enrollment limits will be maintained in specialized programs.

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7. A student may withdraw from the School at any time and enroll in another public school in his/her home district, as determined by School Board policy. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such transfers occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student's grades and academic achievement.
 8. Students at the School are eligible to participate in interscholastic extracurricular activities at the public school to which the student would be otherwise assigned to attend pursuant to F.S. 1006.15(3)(d) unless such activity is provided by the School.
- C. Annual Registered, Projected Enrollment and Enrollment Capacity
1. The School's projected annual enrollment shall be consistent with the enrollment chart contained in the approved application and the charter and the physical capacity of the school. No later than November 1st of each year, the School shall provide the Sponsor the School's preliminary projected enrollment for the following school year. 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.
 2. The enrollment capacity of a School that is designated as High Performing pursuant to F.S. 1002.331 shall be determined by the School's Governing Board and provided to the Sponsor within the timeframes set forth in this Contract. The School shall notify the Sponsor by March 1 of each year of its intent to expand

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grade levels and/or increase enrollment beyond the capacity identified in this Charter. The Sponsor and the high-performing School will abide by requirements stated in F.S. 1002.331(2).

D. If the registered enrollment is less than 60% of the School's total projected enrollment, the School shall comply with one of the following at least 60 days prior to the first day of school:

1. Submit a revised educational program and a revised year one budget taking into account the reduced enrollment, or
2. Submit a letter requesting a one-year delay in opening (for an initial charter).

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

E. Class Size

Consistent with the provisions of the approved application, the school shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

F. 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 Florida Statutes.
3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another

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school, will be transferred to the Sponsor in accordance with Florida Statutes.

Records will be transmitted to the Sponsor's Records Retention Department.

4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.
 5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another public school when requested by that school. Requests for student records from public or private schools outside of Sarasota County and private schools within Sarasota must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request. The School will retain the student's record for three (3) years after student withdrawal or until requested by another Sarasota County or the student's home district public school, whichever comes first. At the end of the third year all inactive student records will be returned to the Sponsor's Records Retention office, or for out-of-county students, to the appropriate district.
 6. The School will comply with all other public record retention requirements for non-student related records.
- G. Exceptional Student Education (ESE)
1. The School will ensure that exceptional students are provided with programs implemented in accordance with Federal, state and local policies and procedures;

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and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, Sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:

- a. A non-discriminatory policy regarding placement, assessment, identification, and selection.
 - b. Free Appropriate Public Education (FAPE).
 - c. Individual Educational Plans (IEP's), 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. The School shall provide the following levels of service, including required related services, to students with disabilities:
- a. General education classroom with consultation or direct instructional services as needed by special education staff (80% or more of school day spent with non-disabled peers).
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.

If, after careful review of the student's existing IEP, the School accepts a student, it is the School's responsibility to assure that students with disabilities are

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provided a Free Appropriate Public Education (FAPE) in the least restrictive environment. Those students whose needs cannot be adequately addressed at the School shall not be accepted for enrollment. If, by the fifth day of enrollment, it is determined that a student has an IEP, or is eligible for an IEP or 504 Plan that is inconsistent with the levels of service provided by the School as set forth herein, the student will be referred for an appropriate placement. 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.

4. 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 Sponsor shall have the right to assume the defense of the case. The School shall bear all the costs of the hearing, including the legal fees incurred by the Sponsor.
- H. Exceptional Student Education (ESE) Services covered by the Administrative Fee
- ESE administrative services provided pursuant to the 5% administrative fee, or 2% administrative fee for state-defined high performing charter schools, include 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,

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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 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.

I. English Language Learners

1. The School will include all of the information required to service English Language Learners (ELLs), as applicable to School in the Sponsor's District Plan for English Language Learners, e.g., language proficiency assessment data from IPT and/or CELLA, level of language proficiency using the IPT Oral Test and/or other state approved language assessments and home language surveys. Additionally, it will include all of the information required for students with disabilities and students of gifted.
2. Students at the School who are ELL will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the Sponsor's District Plan for English Language Learners. The School shall attend the Sponsor's ESOL Procedures Training(s) and comply with the ESOL Policy and Procedures and submit to the Sponsor compliancy documentation. The Sponsor's or School's state approved plan, which meets the requirements of the League of United Latin American Citizens (LULAC) et al. v. State Board of Education Consent Decree is available to the School via the Sponsor's website or through the ESOL office.

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J. Student Withdrawal and Dismissal Policies and Procedures

1. Dismissal procedures shall be clearly defined in the Parent Contract, the School's admissions policy, posted on the School's web site and shared with students and parents. Dismissal and withdrawal procedures shall be provided to the Sponsor as specified under Section 11: Required Reports/Document of this Charter.
2. The School may not withdraw or transfer a student involuntarily, unless the withdrawal or transfer is accomplished through established administrative procedures mutually agreed with the Sponsor, or through existing administrative procedures in the Sponsor's Board Rules. The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct and/or the Student/Parent Contract. 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.
3. In cases where a student has met the conditions for dismissal, 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 at the same time as the parent. The School must enter the appropriate dismissal/withdrawal and discipline code(s) into the district's Student Information System.
4. The School shall work in conjunction with the parent(s) and the receiving school to assure that such dismissals occur at logical transition points in the school year

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(e.g., grading periods or semester breaks) in order to minimize impact on the student's course schedule, grades and academic achievement. The School will refrain from dismissing students thirty (30) days prior to a scheduled state assessment and work with the Sponsor to coordinate a process to serve the needs of the student and minimize disruption to the classroom and School learning environment.

5. The School shall notify the Sponsor of any changes to the School's student dismissal policies and procedures sixty (60) days prior to the start date in which the new policy is proposed for implementation.

K. Code of Student Conduct

The School will adopt the Sponsor's Code of Student Conduct. The School will report each month to the Sponsor the number of violations of the code, by offense, to be included in the District's discipline reporting. Following the adopted Code of Student Conduct, the School may refer students to other community programs, or contracted services programs in lieu of suspension from the School. Students recommended for expulsion will be referred to the Sponsor for appropriate disposition. Only the Sponsor may expel a student. In the event one of the School's students requests a hearing to contest his/her expulsion, the School shall bear all the costs of the hearing including the legal fees incurred by the Sponsor.

L. 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

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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.

2. Failure of a parent(s) or guardian(s) to uphold or fulfill their responsibilities under the Parent Contract would be sufficient grounds for the School to deny automatic admission to a student the following school year provided that the provisions of the Parent Contract are consistent with the School's mission and purpose and the parent/guardian had prior notice of the requirements set forth in the Parent Contract.
3. 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.

- M. The School will not conduct routine or random drug testing of students for any purpose. The School's student admissions/enrollment policies and/or student program eligibility criteria and/or conditions for continued enrollment will not require drug testing of students.
- N. The School agrees that it will not engage in the corporal punishment of students.

Section 4: Financial Accountability

- A. Revenue/State and Local
1. Basis for Funding: Student Reporting
 - a. The School will report the daily attendance of each student to the Sponsor to meet District attendance reporting requirements.

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- b. The School agrees to report its student enrollment to the Sponsor as provided in Section 1001.62, Florida Statutes, and in accordance with the definitions in Section 1001.61, Florida Statutes, at the agreed upon intervals and using the method used by the Sponsor when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment.
- c. 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.
- d. 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 District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors 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 District shall deduct any such adjustments from the

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School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.

- e. The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a school in the Sponsor's district. The basis of the funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided in Section 1001.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the Sponsor's district current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the Sponsor's district; multiplied by the weighted full-time equivalent students for the School.
- f. 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.
- g. Funding for the July and August disbursements shall be based on the number of students registered with the Sponsor on July 1st. Total funding for the School shall be recalculated to reflect the district's 10 day adjustments, and revised calculations under the FEFP by the State and the actual WFTE students reported by the School during the full-time

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equivalent 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.
- h. The School's funding shall be capped at 100% of its projected enrollment for any given school year.

2. Distribution of Funds Schedule

The Sponsor shall make every effort to ensure that the School receives timely and efficient reimbursement of the funds. The payment shall be issued no later than ten (10) working days after the Sponsor receives a distribution of state or federal funds. If a warrant for payment is not issued within thirty (30) working days after the receipt of funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the warrant is issued. Notwithstanding the foregoing, distribution of funds may be withheld if any of the following required documents are more than thirty (30) days overdue:

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- a. The monthly budget and Disbursement Report
 - b. The School's Annual Report
 - c. The School's Year-End Financial Statement
 - d. The School's Annual Independent Financial Audit
3. 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.

4. Administrative Fees

The Sponsor shall retain an administrative fee of 5% of the available funds as defined previously for the administration of the Charter. For high performing charter schools as defined in ch.2011-232 the Sponsor shall only withhold a 2% administrative fee. The Sponsor may charge the school an administrative fee in an amount not to exceed the maximum rate allowed under §1002.33(20), Florida Statutes. The difference between the total administrative fee calculation and the amount of the administrative fee withheld may only be used for capital outlay purchases specified in §1013.62(2), Florida Statutes. Service provided under the appropriate administrative fee shall include processing the application and the academic and financial monitoring required of the Sponsor by law. Also included in this fee are the following Sponsor services: pony delivery system, FTE and State data reporting, student reassignments, processing of teacher certification data, professional development system, teacher/principal evaluation system, the student progress monitoring assessment system, information services, and procurement of materials through the purchasing warehouse. If the School

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requests services from the Sponsor beyond those stated above, the Sponsor and the School will enter into a separate written agreement approved by both parties. If goods and services are made available to the School under such agreements they shall be provided at a rate no greater than the Sponsor's actual cost, unless otherwise agreed. The funds required to provide these services will be deducted from the School's revenue disbursements.

The Sponsor shall provide the distribution of funds reconciliation with each revenue disbursement to the School.

B. Federal Funding

In any programs or services provided by the Sponsor which are funded by federal funds and for which federal dollars follow the eligible student, the Sponsor agrees, upon adequate documentation from the School, to provide the School with the federal funds received by the Sponsor's district if the same level of service is provided by the School, provided that federal law or regulation does not prohibit this transfer of funds.

1. Title I - Any Title I funds allocated to the School must be used to supplement students' greatest instructional needs that have been identified by a comprehensive needs assessment of the entire School and shall be spent in accordance with federal regulations. The School's eligibility to receive Title I funds will be based on the percentage of students participating in the Free and/or Reduced Price Lunch Program as determined by an Economic Survey using a predetermined cut-off level established by the Sponsor.
2. 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

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purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations.

3. Any capital outlay item purchased with Title I funds remains the property of Title I. This property 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.
 4. Schools receiving Title I funds will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.
 5. 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. The School agrees to implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.
 6. Charter schools receiving Title I funds are subject to all terms and conditions pertaining thereto.
 7. The district 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.
- C. Individuals with Disabilities Education Act (IDEA)
- Pursuant to the Sponsor's approved IDEA Project Application, ESE students in schools are provided IDEA funded services in the same manner as those services are provided to ESE students in other district schools including, but not limited to: funding for salaries

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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.

D. 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 Grants Management Department and the Supervisor of Charter Schools to facilitate Sponsor's approval for all federal and state grants;
2. Submitting a Grant Application Executive Summary Form and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.
3. Ensuring that all grant indirect costs are appropriated to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor.

E. Other Federal Funds

1. Other Federal/State funds: Unless otherwise provided in this Contract, if the School's students, programs, staff and/or facilities are used to generate funds for the Sponsor, the Sponsor agrees to give the School its proportionate share of Federal and/or State funds generated. This includes changes in law creating new categories of funds.

F. Charter School Capital Outlay Funds

1. Application

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If the School meets the Florida Department of Education (FLDOE) criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan for the expenditure of those funds at the beginning of each school year. The plan must be submitted on the prescribed FLDOE Form and must be signed by the Chair of the School's governing board. The completed form must be submitted to the Sponsor's budget office for signature and forwarding to the FLDOE.

2. Distribution

The Sponsor shall disburse Capital Outlay funds to eligible Charter Schools within the district on a monthly basis, within 10 days of receipt of such funds from the FLDOE.

G. 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, nor levy taxes or issue bonds secured by tax revenues.

H. 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, the 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.

I. Budget

1. Annual Budget

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The school shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled board meeting.

The adoption of the budget shall be documented in the minutes of the meeting.

The School shall provide 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 July 1, of each fiscal year.

2. Amended Budget

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

J. 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

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

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

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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 FLDOE.

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 items purchased with public funds (including grant funds) that cost more than \$750. 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 the 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 standard in Florida, no later than the last working day in August.

d. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the

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Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial (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

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 15 business days after filing it with the IRS.

- f. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this agreement. 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. Financial Recovery Plan and Corrective Action Plan as required by statute and State Board of Education rule: Furthermore, if the School's independent audit reveals a deficit financial position, the auditors are required to notify the School's

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governing board, the Sponsor and the Department of Education. The Independent Auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) working days after finding the deficit position. A final report shall be provided to the entire Governing Board, the Sponsor and the Department of Education within fourteen (14) working days after the exit interview.

K. Financial Management of School

1. The Governing Board of the School 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 application.
2. The Sponsor reserves the right to require the School and the School agrees to adhere to any additional financial requirements mandated by the State and/or Federal laws and regulations.
3. The School shall not suggest or represent to third parties, including, but not limited to, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals, that the Sponsor will guarantee payment for any purchases made or debts incurred by the School, nor shall the School represent that the Sponsor will guarantee payment for any loans secured by the School, or that the Sponsor will lend its good faith and credit in order for the School to obtain a loan or other forms of credit.
4. The School agrees to provide to the Sponsor proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other

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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.

5. In the event the revenues of SKY Academy Englewood are not sufficient to pay all expenses of the charter school, The SKY Family YMCA agrees it will transfer all funds necessary to SKY Academy Englewood so that the charter school can promptly pay all its expenses. The SKY Family YMCA shall have no expectation that SKY Academy Englewood will repay any of these funds. However, should SKY Academy Englewood maintain excess reserves after meeting all its operating obligations, any such transfer of funds made by The SKY Family YMCA to the SKY Academy Englewood may be repaid by SKY Academy Englewood to The SKY Family YMCA.
- L. Description of Internal Audit Procedures
- The charter school shall develop and implement sufficient internal control procedures to assure sound financial management.

Section 5: Facilities

- A. The new school will be located as stated in our Charter either at the Englewood YMCA or 881 S. River Road, the alternate site recorded in our charter application. If located at the River Road location all school activities with the YMCA will be implemented as described in the Charter application. This is a permanent location. The location does not affect the school's curriculum or programs. The location is less than one mile from the

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YMCA. The children will still use the YMCA for swimming, climbing at the outdoor Alpine tower and indoor rock wall, as well as the wellness center, which includes the strength and cardiovascular equipment. The Y will also provide the before and after school care and summer care as stated in our model. This building will actually enhance the opportunities for the children as it has its own gymnasium and on-site sports fields. All of the other amenities of the school with the Y are the same.

- B. The School must provide a copy of the lease agreement or ownership documents and certificate of occupancy documenting compliance with all applicable codes fifteen (15) days prior to the first day school staff report for work on School premises. If the School is not in compliance by that date, the Charter shall terminate unless the School provides, to the satisfaction of the Sponsor by two weeks prior to the opening of school, a contingency plan enabling the School to open by the first day of the school year. If the School will change sites or facilities during the school year, the School shall provide the Sponsor a copy of the lease agreement or ownership documents and certificate of occupancy documenting compliance with all applicable codes one month prior to the move. If the School is not in compliance by that date, the Charter shall terminate unless the School provides, to the satisfaction of the Superintendent by two weeks prior to the move date, a contingency plan enabling the School to remain open during the transition.
- C. The School agrees to use facilities that comply with the State Uniform Building Code for Public Education Facilities Construction adopted pursuant to Florida Statutes. The School shall utilize facilities that comply with the Florida Building Code, pursuant to chapter 553, and the Florida Fire Prevention Code, pursuant to chapter 633, as adopted by the authority in whose jurisdiction the facility is located. The School shall provide the

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- Sponsor with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by district safety staff.
- D. If the school secures facilities to temporarily relocate in response to an emergency or other unforeseen event, the school agrees to notify the Sponsor within forty-eight (48) hours of reaching an agreement on the new property or location.
- E. If the Sponsor has facilities or property, including textbooks, available as surplus, marked for disposal, or otherwise unused, it may be provided for the School's use on the same basis as such property is made available to other public schools. The School may not sell or dispose of such property without the written permission of the Sponsor.
- F. In the event the School is dissolved or is otherwise terminated, all of the School's property and improvements, furnishings, and equipment, subject to settlement of any outstanding liens or encumbrances, purchased with public funds, in part or in whole, or surplus property obtained from the Sponsor shall be peacefully delivered to the Sponsor and automatically revert to full ownership by the Sponsor.
- G. Pursuant to the School's obligation to be non-sectarian in its educational program the School shall prohibit displaying religious or partisan political symbols, statues, artifacts on or about the school facility.

Section 6: Transportation

- A. The School agrees to provide transportation of the School's students consistent with the requirements of Florida Statutes. The School further agrees to ensure that transportation shall not be a barrier to equal access for any student residing within reasonable distance of the School as determined in the School's designated district as stated in the application.

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- B. 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 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.
- C. School shall demonstrate compliance with all applicable transportation safety requirements. Should the School choose to provide 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 not initiate its own transportation services until its transportation plan has been review and approved by Sponsor's staff to ensure compliance with all applicable federal and state transportation safety requirements. If applicable the School will provide the Sponsor the name of the private transportation provider and a copy of the signed contract no later than 10 working days prior to the use of the server.
- D. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure 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

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from the next available payment otherwise due to the School, without penalty of interest.

Section 7: Food Services

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

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 \$1,000,000.00;
 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; 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.

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- B. Property insurance shall be secured by the School 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 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 Sponsor owned property to be used by the School to its full guaranteed replacement cost with the Sponsor named as loss payee.
- D. The School agrees to provide adequate Workers’ Compensation insurance coverage as required by Chapter 440, Florida Statutes.
- E. The School agrees to obtain Fidelity Bond/Crime Coverage. The School shall purchase Employees 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.

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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 opening of school, the School shall furnish the Sponsor with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins or is in effect by July 1st of each school year. The certificates shall be issued to the District School Board and name the School Board as an additional insured. Each certificate of insurance shall provide that the School Board be given no less than sixty (60) days written notice prior to cancellation. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than sixty (60) days before expiration or termination of the required insurance for which evidence was provided.
- G. Insurance policies must be annual and continuous with no gaps in coverage from July 1 through June 30 of each school year. The School agrees that its failure to secure and continuously maintain all insurance listed in items A-F above will constitute grounds for immediate termination of this charter.
- H. 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

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

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claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School and any claims or actions related to violation of any state or federal statutes or regulations including those referenced in this contract.

Notwithstanding anything to the contrary contained herein, neither the School nor the Sponsor waives sovereign immunity to the extent sovereign immunity is available. The School shall notify the Sponsor of any such claim promptly upon receipt of same. The Sponsor shall have the option to defend, at the School's expense, any claims arising under this provision. If the Sponsor does not choose to hire its own counsel to defend, the School shall assume the defense of any such claim and the Sponsor shall delegate complete authority to the School in the defense thereof. The School's obligation to indemnify the Sponsor shall survive the termination of this contract.

Section 9: Governance

- A. The SKY Family YMCA, is the legal Florida not-for-profit entity, and shall manage its 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.
- B. The School's governing body shall be its governing board. The governing board will consist of a minimum of 5 and not to exceed 11 voting members with a majority of voting members constituting a quorum. The Board shall be locally determined and members will reside in Sarasota County or the adjacent counties of Charlotte, Manatee and Desoto, Florida. This board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Board will oversee

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assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

1. The School's governing body will be held accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in Florida Charter School Statute, F.S. §1002.33.
2. The Governing Board, in consultation with School staff and administration, will be responsible for the over-all policy decision making of the School, including the approval of the curriculum and the annual budget.
3. All Board members, current and future, will be required to participate in governing board training pursuant to Florida Statute 1002.33, including training in how to comply with the Government in the Sunshine Law.
4. Within 30 days of appointment to the School's Governing Board, the members shall be fingerprinted pursuant to §1002.33(12) (g) Florida Statute.
5. The Governing Board shall not be involved in day-to-day operation of the School including supervision of teachers, support, and contractual staff. Such staff will be directly supervised by the Principal or Director.
6. A School Advisory Council (SAC) will be established to facilitate achievement of the mission of the School, and to ensure that the School meets the needs of the children and community it is developed to serve. The Governing Board may serve as the SAC.

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7. As indicated above, the School Principal/Director and support staff will be responsible for administrative school functions, such as bookkeeping, pursuant to the rules and policies developed by the School's Governing Board.
 8. No member of the School's Governing Board or their immediate family will receive compensation, directly or indirectly from the school's operations.

Violation of this provision or any violation of F.S. §1002.33(24) shall constitute a material breach of the Contract. 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(3), Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.
 9. Any change in governing board membership must be reported to the Sponsor in writing within five (5) business days of the changes.
- C. The School's Governing Board will publish a calendar, according to the Florida Sunshine Law requirements, containing a schedule of all governing board meetings for the school year, including the date and time of the meetings and their locations. All Governing Board meetings shall be held in Sarasota County. The School will provide reasonable notice to the Sponsor of any changes or cancellation of scheduled meetings, to the extent practical. The School agrees to hold at least four meetings during the school year.
- D. The School agrees to allow reasonable access to its facilities and records to duly authorized representatives of the Sponsor. Conversely, the Sponsor agrees to allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

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- 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 operating or providing significant services to the School, the contract for services between the management organization and the governing board of the School shall be provided to the Sponsor and attached as an appendix to the School's Charter. Any contract between the management organization and the school must ensure that:
1. Members of the charter school governing board or their spouses will not be employees of the management organization, nor should they be compensated for their service or selected by the management organization to serve on the Board.
 2. The school governing board will have an independent attorney, accountant, and audit firm working for the board, not the management organization.
 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. The contract will also allow for the board to terminate the contract with the management organization under defined circumstances and without excessive penalties for the school.
 4. All public funds paid to the charter school will be paid to, and controlled by, the governing board, which in turn will pay the management organization for successful provision of services.
 5. 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.

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6. 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 reimbursed at market rates.
 7. A copy of any changes to the contract between the management organization and the governing board of the School shall be submitted to the Sponsor within five (5) days of execution.
- F. The contact between the governing board of the School and the management organization shall require that the management organization operate the School in accordance with the terms stipulated in the School's charter and all applicable laws, ordinances, rules, and regulations.
- G. Any default or breach of the terms of the Contract by the management company shall constitute a default or breach under the terms of the Contract between the School and Sponsor.

Section 10: Human Resources

- A. Hiring Practices
1. The parties to this Charter agree that the School shall select its own employees.
 2. The School agrees that its hiring and employment practices shall be nonsectarian.
 3. The School shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, and the Florida Education Equity Act.
 4. 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-

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highly qualified teacher, the School shall provide the Sponsor with a plan to remedy the teacher's status within 30 days of such determination.

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

B. Employment Practices

1. The School will be a private employer and will not participate in the Florida Retirement System (FRS).
2. 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.
3. The School shall disclose to the Sponsor (within 10 business days) the employment of any person who is a relative of an administrator or a vendor providing services to the School.
4. The school agrees to comply with the restriction on the employment of relatives pursuant to 1002.33(24) F.S.
5. 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.

- C. The School agrees to disclose to the Sponsor and to the parents the qualifications of its teachers. The School shall provide to the Sponsor and to parents, prior to the opening of

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school, the qualifications and assignments of all staff members. Changes will be provided to the Sponsor at the end of each grading period.

- D. The School agrees to implement written policies and procedures for the hiring and dismissal of personnel; policies governing salaries, contracts, unemployment compensation and benefits packages; and the procedures for responding to a finding that a Governing Board member or staff member has a criminal record. 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. The School agrees to dismiss governing board members whose fingerprint check results warrant disqualification under the Statute. This policy will also detail the procedures for screening of all volunteers and mentors. These personnel policies and procedures shall be provided to the Sponsor no later than two weeks prior to the opening of school each year
- E. The School shall require all employees and the members of the governing board to be fingerprinted by an authorized law enforcement agency and processed by the State Department of Law Enforcement and the Federal Bureau of Investigation for criminal background checks. The cost of fingerprinting shall be borne by the School or the 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. The Governing Board's fingerprints shall be taken within one month of the contract signing and subsequently within one month of new governing board members' assuming office. No employee or governing Board member may be on campus with

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students until his/her fingerprints are processed. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to Florida Statutes, Sections 1012.32, 1012.465 and 1012.467, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The school shall notify the district Human Resource Department when a staff member is no longer employed at the school.

F. The School, if a public employer, may participate in the Florida Retirement System upon application and approval as a "covered group" under Section 121.021(34), Florida Statutes. If the School participates in the Florida Retirement System, the School employees shall participate in the Florida Retirement System in a manner consistent with applicable statutes. The School shall make contributions to the Florida Retirement System for all teachers and/or employees who elect to participate in the Florida Retirement System.

G. Performance Evaluations for Instructional Personnel and School Administrators

1. The School shall comply with Section 1012.34, F.S. related to performance evaluation requirements for charter school instructional personnel and school administrators.
2. The evaluation must be based on the required Florida educator practice standards and the student growth/achievement component. The evaluation systems will utilize the state-adopted student growth/achievement measures for state-tested content/courses and locally-developed student growth/achievement measures for content/courses not measured by a state test. Student growth/achievement must

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account for at least 50% of the teacher/principal's evaluation or 40% if less than three (3) years of student growth/achievement data are available.

3. The School shall notify the Sponsor by May 1st of each school year as to the School's intent to follow the district'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.
4. 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.
5. 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.

H. 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 on a space available basis. Professional development that

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is a component of a federally funded program in which the School is participating shall be provided at no cost to the School. Training on the use of a district evaluation, assessment and/or data management system implemented by the district 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 district-developed or district purchased systems which are not a component of a state-required program will be the responsibility of the School or individual Charter School employee.

Section 11: Required Reports/Documents

- A. Pre-Opening documents to be submitted no later than July 15, 2015 for the School opening in 2015-2016:
1. Policies and Procedures Manual
 2. List of members of the Governing Board
 3. Governance documents (if not part of Application)
 4. Facility (zoning, certificate of occupancy, fire inspection, etc.)
 5. Certificates of all insurance policies
 6. Copies of marketing materials and other student recruitment resources
 7. Results of the lottery process and students on the waiting list
 8. Other documents as identified in the Annual Opening of School Checklist
- B. Annual Opening of School Checklist of documents to be submitted or made available for review by August 1st of any given school year:
1. Current lease or ownership documents
 2. Current Certificate of Occupancy (new facilities or additions only)

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3. Copy of current insurance certificates or policies for all types of insurance required by the Charter
 4. List of Governing Board members
 5. Fire and safety inspection reports
 6. List of current staff members including certifications and teaching assignments for teachers
 7. Documentation of fingerprinting of all staff and Governing Board members
 8. Letter of Credit or bank assets for the upcoming school year as specified in the charter
 9. Contract for transportation rates and services or transportation plan
 10. Contract for food and nutrition services
 11. Copy of the Charter School Reading Plan or letter specifying that the School will comply with the district reading plan
 12. Tentative dates and times of the School's Governing Board meetings
 13. Updated Crisis Response Plan
 14. Dismissal policies and procedures
 15. Parent Contract and Family Handbook
- C. Monthly Documents and Reports
1. Financial Statements, per State Board of Education Rule (quarterly if School is designated by the State as a High Performing Charter School)
 2. Monthly Financial Reports as requested by the Sponsor
 3. School Governing Board meeting agenda and minutes
- D. Annual Documents and Reports

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1. Annual student achievement and school accountability reports
2. School Improvement Plan and School Advisory Committee membership
3. Teacher and principal annual evaluation data and reports
4. Annual Financial Audit
5. Program Cost Report
6. Annual Inventory Report (capital purchases with public funds)
7. Policies and Procedures of the School (if materially revised)
8. Student Code of Conduct (if materially revised)
9. Dismissal Policies and Procedures (if materially changed)
10. Disaster Preparedness Plan
11. Employee Handbook (if materially revised)
12. School's Parent Contract (if materially revised)
13. Projected enrollment (for subsequent school year)
14. Capacity (for subsequent school year)
15. School calendar (for subsequent school year) if different than the Sponsor
16. Evidence of insurance
17. Instructional Personnel and School Administrator Evaluation Plan if different than the Sponsor's plan
18. Management Organization Agreement and amendments (if materially changed)
19. Governance documents (if amended)
20. Other as identified on the district's annual Opening of School Checklist

Section 12: Miscellaneous Provisions

- A. Impossibility

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Neither party shall be in default of this Contract, if the performance of any or all of this Contract 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. Notice of Claims

1. Time to Submit

As evidence of compliance with the insurance required by this contract, the School shall furnish the Sponsor with fully completed certificate(s) of insurance signed by an authorized representative of the insurer(s) providing the coverage by June 1 in the first year of the charter and by July 15 for each subsequent year of the charter term.

2. Notice of Cancellation

The evidence of insurance shall provide that the Sponsor 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 forty-five (45) days before the expiration or termination of the required insurance for which evidence was provided.

C. Drug Free Workplace

The School is a Drug-Free Work Place. School shall either adopt the Sponsor's plan or

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submit its own applicable plan in which case it shall be attached as an appendix to this Contract.

D. Entire Agreement

1. This Contract 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 Contract. This Contract may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties. Any amendment to this Contract shall require approval of the School 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.

E. No Assignment without Consent

This Contract shall not be assigned by either party.

F. No Waiver

No waiver of any provision of this Contract 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 Contract 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 Contract shall be deemed to have been made by either party unless in writing and signed by the parties.

G. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any

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circumstance permitting immediate termination as provided in Section 1D above, the School shall have thirty (30) days to cure unless otherwise agreed to by the parties in writing.

H. Survival Including Post Termination of Charter

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

I. Severability

If any provision or any part of this Contract 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 Contract and all such provisions shall remain in full force and effect.

J. Third Party Beneficiary

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

K. Choice of Laws

The Parties agree that the 12th Judicial Circuit Court in and for Sarasota County, Florida shall be the sole and exclusive jurisdiction for any litigation arising under this Contract.

This Contract is made and entered into in Sarasota County, Florida and shall be interpreted according to the laws of the State of Florida.

L. Notice

Official correspondence between the School and the District shall be in writing, and signed by an officer of the Charter School Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Contract shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, or by other mode of transmittal as agreed to by both parties, directed to the other party at its address hereinafter provided or such other address as either party may

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designate by notice from time to time in accordance herewith:

| | |
|--|---|
| SKY Academy Englewood Attn: Ken Modzelewski 701 Center Road Venice, FL 34285 Tel: 941-492-9622 | The School Board of Sarasota County, Florida 1960 Landings Blvd Sarasota, FL 34231 Attn: Ms. Lori White, Superintendent of Schools Tel: 941-927-9000 |
| SKY Englewood Governing Board Attn: Michelle Hazeltine Board Chair 701 Center Road Venice, FL 34285 Tel: 941-492-9622 | Copies of all Notices to: Office of Choice and Charter Schools 1960 Landings Blvd Sarasota, FL 34231 Attn: Dr. Natalie Roca |

M. Authority

Each of the persons executing this Contract represent and warrant that they have the full power and authority to execute the Contract on behalf of the party for whom he or she signs and that he or she enters into this Contract 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.

N. Conflict/Dispute Resolution

It is the understanding of both parties that any areas of concern will be shared in writing and that each party agrees to provide written feedback to the other within two weeks of a concern being identified. This provision is in addition to and not a condition precedent to any other remedy provided in this contract.

O. Citations

All statutes, rules and policies cited herein shall refer to the edition in effect when this Contract is executed or extended and as they are amended from time to time.

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P. Headings

The headings in the Contract 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 contract or any provision hereof.

Appendices

1. SKY Academy Englewood Charter School application and application addenda

Sarasota Charter School Contract

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Charter to be executed by their respective undersigned officials this _____ day of _____, 2015.

THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

SKY ACADEMY ENGLEWOOD

BY: _____
Frank Kovach, School Board Chair

BY: _____
Michelle Hazeltine
Governing Board Chair

BY: _____
Ken Modzelewski,
President/CEO
The SKY Family YMCA, Inc.

Approved for Legal Content
January 20, 2015, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____