

# Sarasota Charter School Contract

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## THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

**THIS CHARTER SCHOOL** contract (“Contract” or “Charter”) is entered into as of the 1<sup>st</sup> day of **July, 2011** 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

South County Family YMCA, Inc.

SKY Academy

701 Center Road

Venice FL 34281

A non-profit organization operating as the Sky Academy. [Hereinafter referred to as “School”]

### Section 1

#### A. Approved Application, 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 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, 2011 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, 2011 and ending on June 30, 2016 unless sooner terminated as provided herein.
3. Start-Up Date – The timeline for implementation of this Charter in the initial and subsequent years will be as follows:

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## SKY Academy Start-Up/Implementation Timetable

TASK	S	O	N	D	J	F	M	A	M	J	J	A	Date Completed
<b><i>By Principal (School Administration)</i></b>													
Acquire/Lease facility and perform renovations													6/30/11
Award of Charter													11/1/10
Recruit and hire Principal													1/17/11
Recruit and hire Administrative Assistant													3/1/11
Organize/Implement community partnerships													8/1/11
Create Marketing Plan and materials													2/1/11
Market School to prospective students and parents													2/1/11
Order furniture/facility set up													6/30/11
Recruit, hire teaching staff													6/30/11
Begin/develop/complete Parent/Student/Faculty handbooks													6/30/11
Begin/develop Curriculum Guides implementation													6/30/11
Begin/develop/complete textbook/instructional materials list													6/30/11
Complete plans for ESE/ELL program implementation													6/30/11
Complete RtI process implementation													6/30/11
Organize/implement/complete parent involvement process - PTO													8/1/11
Plan/organize/conduct teacher/staff pre-school in-service													8/1/11
Conduct lottery if necessary and notify parents about student status													5/1/11
Notify Director of Education about enrollment and collect student registration information													7/1/11
Organize/complete/ implement technology													8/1/11
Organize/complete/implement professional development plan													8/1/11
Final building inspections													7/15/11
Coordinate with YMCA Wellness staff and Academy faculty/staff													8/1/11
<b>Start of School year</b>													<b>8/22/11</b>

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4. Deadline to submit all items from Pre-Opening Checklist. The deadline to submit all items for the Pre-Opening Checklist is July 15<sup>th</sup> of each year.
5. 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.
6. Charter Renewal – This Charter may be renewed as provided for in Section 1002.33, Florida Statutes.

### C. Education Program and Curriculum

1. The mission of SKY Academy is to promote pre-adolescent student achievement through a rigorous infusion of wellness strategies into the learning of the *Next Generation Sunshine State Standards* to enable students to live a healthy and productive life.
2. SKY Academy will serve 6<sup>th</sup> and 7<sup>th</sup> grades students in the 1<sup>st</sup> year with a maximum enrollment of 150 students. 2<sup>nd</sup> year enrollment will include 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> grade students with a maximum enrollment of 200 students.
3. SKY Academy will serve all students in Sarasota County and students from adjacent counties with appropriate out-of-county reassignments – with an emphasis on the Venice and North Port areas – who qualify by age and grade level per Sarasota County and Florida State requirements.
4. The School agrees to implement its educational and related programs as specified 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

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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.

5. 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 Next Generation Sunshine State Standards and are grounded in scientifically based reading research.
6. The School shall adopt or amend the Sponsor's plan for Limited English Proficient Students, as set forth in the application, or submit its own state approved document prior to the execution of this contract. If a School plan and/or amendments to the Sponsor's plan are accepted, it shall be attached as Appendix 2.

### 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

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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, 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 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;
  - 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;

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- vi. Violation of the School of any court 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;
- viii. Failure by the School to submit to the Sponsor 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 §218.503;
- x. Failure to provide periodic progress reports as required by the financial recovery plan;
- xi. A finding 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

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Disabilities Education Act (IDEA) and English Language Learners (ELL).

### 3. Ninety (90) Day Termination

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.

4. Except in cases of immediate termination, at least ninety (90) days prior to renewing or terminating this Charter, the Sponsor shall notify the governing body of the School of the proposed action, in writing. A notice to terminate the Charter shall state in reasonable detail the grounds for the proposed action and stipulate that the School's governing body may, within fourteen (14) calendar days of receiving the notice, request an informal hearing before the Sponsor. The Sponsor shall conduct the informal hearing within thirty (30) calendar days of receiving a written request from the School's governing body. The School's governing body may, within thirty (30) calendar days after receiving the Sponsor's decision to terminate or refuse to renew this Charter, appeal the decision to the State Board of Education pursuant to the procedure established in Section FS §1002.33, Florida Statutes.

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### 5. Immediate Termination

This Charter may be terminated immediately if the Sponsor determines that good cause has been shown or if the health, safety, or welfare of the students is threatened. The Sponsor shall assume the operation of the School under these circumstances. The School agrees to submit all school records to the Sponsor's designee within fifteen (15) business days in the event this Charter is terminated pursuant to this paragraph. The Sponsor shall provide written notification to the School with regard to the reason for immediate termination.

The School's governing board may, within thirty (30) days of notification of termination, appeal the termination consistent with the provisions of FS §1002.33.

### 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 for services 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



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(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 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. 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.

### 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:

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- 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 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

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- 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, 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; and
  - c. FS Chapter 112 relating to conflict of interests.
3. The School shall adhere to any additional requirements applicable to charter 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. Student Performance: Assessment and Evaluation
1. Initial Year: During the first year of the Contract, the School agrees to implement the current baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon and identified in the School's application.
- a. Expected Outcomes: The School agrees to the following specific, measurable outcomes:

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- i. Student performance will be equal to or better than the district average and;
  - ii. The outcome measures for student performance must be aligned to state and federal requirements for student performance and specific enough to determine progress on an annual basis, including but not limited to Differentiated Accountability Model under FS §1008.33, and NCLB.
- b. Methods of Measurement: The methods used to identify the educational strengths and needs of students and the educational goals and performance standards are set forth in the School's approved application and/or the School Improvement Plan. This accountability criterion shall be based upon the assessment systems of the School, the Sponsor and the State.
- c. Assessments:
  - i. State required assessments: All students at the School will participate in all State assessment programs.
  - ii. Additional Assessments: Students may participate in all district assessment programs in which the district students in comparable grades/schools participate.
  - iii. 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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### 2. Annual

- a. The School shall implement the current baseline standard of achievement, the outcomes to be achieved, and the methods of measurement identified in the documents previously submitted to the Sponsor and incorporated herein. When determining the baseline standard of achievement for students, the School shall develop, maintain, monitor, track, and include the following:
  - i. How the baseline student academic achievement levels and prior rates of academic progress will be established;
  - ii. How these baseline rates will be compared to rates of academic progress achieved by these same students while attending the School;
  - iii. To the extent possible, how these rates of progress will be evaluated and compared with rates of progress of other closely comparable student populations; and
  - iv. Sponsor is required to provide academic student performance data to School for each of its students coming from Sponsor's system, as well as rates of academic progress of comparable student populations in Sponsor's system if feasible.
- b. School Improvement Plan: The School will develop a School Improvement Plan during the first year of the Contract and each year thereafter in accordance with and as outlined in the Sponsor's School Improvement Plan Guidelines.

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### B. Monitoring

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 School Improvement Plan submitted to the Sponsor annually. In addition to evaluating the School's success in achieving the objectives stated in either 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*.

### C. Assessments

1. State required assessments: All students at the School will participate in all State assessment programs.
2. Additional Assessments: Students may participate in any or all district assessment programs in which the district students in comparable grades/schools participate.
3. If an IEP, 504 Plan, and/or an EP for a student indicate accommodations or an alternate assessment for participation in a State assessment, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.
4. 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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5. 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.
  6. The school will monitor progress toward the goals of the SIP as a part of its progress monitoring of students achievement at regular intervals during the school year.
- D. **Student Promotion:** Consistent with the provisions of the approved application, the school will comply with the sponsor’s plan for Student Progression, including requirements for high school graduation.
- E. **Data Access and Use Pursuant to Statute**
- The School agrees to allow the Sponsor reasonable access to review data sources, including collection and recording of procedures, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements, as stated in this charter, have been met.

### **Section 3: Students**

- A. The parties agree that the community to be served by this Charter is defined as follows:
1. The target population for SKY Academy will be all middle school students who reside in Sarasota County with an emphasis on the Venice and North Port communities. A lottery will be used if the School’s applications exceed capacity.
- B. The School further agrees that it shall achieve a racial/ethnic balance reflective of the “community” it serves, as defined above or within the racial/ethnic range of other public schools in the Sponsor’s district; that it will not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL) and that it shall not violate

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the anti-discrimination provisions of Section 1000.05, Florida Statutes, the Florida Education Equity Act and the 1990 Florida Consent Decree. The School shall guarantee admissions policies will be nonsectarian.

- C. SKY Academy will accept all students that desire to attend, and we will strive to parallel the demographics of the Sarasota County School District when enrolling our students. The demographics for the Sarasota County School district reflect the following according to the Florida School's Indicators Report (FSIR).

D. Eligible Students

The School agrees to enroll an eligible student by accepting a timely application through **May 1, 2011**. If the target goal of students is not met by **April 1, 2011** the School will give sufficient public notice and extend the application deadline through **June 1, 2011**. If the registered enrollment is (a) less than 15 students in any grade level, or (b) less than 60% of the School's total projected enrollment, the School shall comply with one of the following at least **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. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. Preference may be given to siblings of students enrolled in the School, to the child of a member of the governing board of the School, or to the child of an employee of the School.



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1. If space becomes available during the academic year, admission will be given based on a random selection of those desiring admission. If the number of applicants is below the desired number of students, the School reserves the right to extend the application deadline provided sufficient public notice is given. In future years, applications will be accepted with a cutoff date of *April 1*. If the number of applicants exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School reserves the right to extend the application deadline provided sufficient public notice is given. Public notice shall include newspaper announcements, notice to guidance counselors at area schools, flyers and bulletins throughout the community, and radio public service information announcements. Such public notice must include written notice and public service announcement in any native language that represent at least 5% of the Sponsor's ELL population.
2. Enrollment is subject to compliance with the provisions of Section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.
3. If the Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school. Normal application deadlines shall be disregarded under such circumstances but program enrollment limits will be maintained in specialized programs.
4. A student may withdraw from the School at any time and enroll in another public school, as determined by School Board policy. The School shall work in

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conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such transfers occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

5. 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).

### E. Grades Served

<b>Year of Proposed Operation</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
<b>Grades</b>	<b>6,7</b>	<b>6,7,8</b>	<b>6,7,8</b>	<b>6,7,8</b>	<b>6,7,8</b>
<b>Number of Students Served in Each Grade</b>	<b>6 – 100</b>	<b>6 – 75</b>	<b>6 – 100</b>	<b>6 – 100</b>	<b>6 – 117</b>
	<b>7 - 50</b>	<b>7 - 75</b>	<b>7 – 75</b>	<b>7 – 100</b>	<b>7 – 117</b>
		<b>8 - 50</b>	<b>8 – 75</b>	<b>8 – 100</b>	<b>8 – 116</b>
<b>Number of Students Expected in Each CORE Class</b>	<b>6 - 1:19</b>	<b>6 – 1: 20</b>	<b>6 – 1: 21</b>	<b>6 – 1: 22</b>	<b>6 – 1: 22</b>
	<b>7 – 1:19</b>	<b>7 – 1: 20</b>	<b>7 – 1: 21</b>	<b>7 – 1: 22</b>	<b>7 – 1: 22</b>
		<b>8 – 1: 19</b>	<b>8 – 1: 21</b>	<b>8 – 1: 22</b>	<b>8 – 1: 22</b>
<b>Total Number of Students Enrolled</b>	<b>150</b>	<b>200</b>	<b>250</b>	<b>300</b>	<b>350</b>

### F. 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.

### G. Annual Projected Enrollment

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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. 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.

### H. 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 another public school, or withdrawal to attend another school, will be transferred to the Sponsor in accordance with Florida Statutes. Records will be transmitted to the sponsor's Records Retention Department.
4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.
5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another Sarasota County public school when requested by that school. Requests for student records from public or private schools outside of Sarasota County and private schools within Sarasota must be made in writing.

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Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request. The School will retain the student's record for three (3) years after student withdrawal or until requested by another Sarasota County public school, whichever comes first. At the end of the third year all inactive student records will be returned to the Sponsor's Records Retention office.

6. The School will comply with all other public record retention requirements for non-student related records.
- I. Exceptional students shall be provided with programs implemented in accordance with Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, Sections 1000.05 and 1001.42(4) (1) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:
1. A non-discriminatory policy regarding placement, assessment, identification, and selection.
  2. Free appropriate public education (FAPE).
  3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

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:

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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)

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

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

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

- J. ESE services covered by the five percent (5%) administrative fee

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Exceptional Student Education administrative services provided pursuant to the 5% administrative fee include legal and ESE compliance training for charter school administration and staff, professional development related to Positive Behavior Support, Response to Intervention, Differentiated Instruction, Modifications and Accommodations for ESE students, Alternate Assessment, and IEP Development and Implementation, State assessment of ESE students, program specialist support 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.

### K. English Speakers of Other Languages

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 (ELLs), e.g., language proficiency assessment data from IPT and/or CELLA or other state approved assessment, level of language proficiency using the IPT Oral Test and/or other state approved language assessment, home language survey. Additionally, it will include all of the information required for students with disabilities and students of gifted.
2. Students at the School who are of limited proficiency in English 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 (ELLs). 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.

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State Board of Education Consent Decree is available to the School via the Sponsor's website or through the ESOL office.

L. Dismissal Policies and Procedures

Upon the School's decision to implement dismissal, the School shall refer the student to the Sponsor for appropriate placement with the district. Dismissal procedures shall be clearly defined in writing, shared with students and parents and provided to the Sponsor no later than two weeks prior to the opening of school each year. In case where dismissal is implemented, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The Sponsor shall be provided a copy of the dismissal notice at the same time as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement. The School shall annually provide to the sponsor a copy of its dismissal procedures prior to the opening of school.

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.

M. 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

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included in the District's discipline reporting. 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. School will report the daily attendance of each student to the Sponsor to meet District attendance reporting requirements.
- 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. If the School submits data relevant to FTE or Federal funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the Sponsor for any errors or omissions in data that the School submitted. The Sponsor shall deduct the any such adjustments from the School's subsequent revenue disbursements.
- d. 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.



## Sarasota Charter School Contract

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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.

- e. 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.
- f. Funding for the July and August disbursements shall be based on the number of students registered with the Sponsor on July 1<sup>st</sup>. Total funding for the School shall be recalculated to reflect the district's 10 day adjustments, and revised calculations under the FEFP by the State and the actual WFTE students reported by the School during the full-time equivalent survey periods designated by the Commissioner of Education. Additionally, funding for the School shall be adjusted during the year as follows:

## Sarasota Charter School Contract

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- i. In the event of a state holdback or a proration, which reduces Sponsor funding, the School's funding will be reduced proportionately.
  - 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.
- g. 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:

- a. The monthly budget and Disbursement Report
- b. The School's Annual Report

## Sarasota Charter School Contract

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- 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. The Sponsor shall retain an administrative fee of 5% of the available funds as defined previously for the administration of the Charter. However, the Sponsor shall only withhold the 5% administrative fee for enrollment up to and including 250 students. For charter schools with a population of 251 or more students the difference between the total administrative fee calculation and the amount of the administrative fee withheld may only be used for capital outlay purchases specified in §1013.62(2), Florida Statutes. Service provided under the 5% administrative fee shall include processing the application and the academic and financial monitoring required of the Sponsor by law. Also included in this fee are the following Sponsor services: pony delivery system, FTE and data reporting, student reassignments, exceptional student education administration, test administration, processing of teacher certification data, information services, and procurement of materials through the purchasing warehouse. If the School requests services from the Sponsor beyond those stated above, the Sponsor and the School will enter into a separate written agreement approved by both parties. If goods and services are made available to School under such agreements they shall be provided at a rate no greater than the Sponsor's actual cost, unless

## Sarasota Charter School Contract

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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 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

## Sarasota Charter School Contract

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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, including the requirement to make Adequate Yearly Progress.
  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.
  8. The School will comply with all applicable requirements of the Florida Differentiated Accountability Model.
- 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.

## Sarasota Charter School Contract

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### F. Charter School Capital Outlay Funds

#### 1. Application

If the School meets the 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. SKY Academy reserves the right, and leaves open to add at any time during the school year, to charge those fees that are normally charged by public schools and allowable by statute. These may include athletic uniform fees, science lab fees, special program fees, technology fees and yearbook and library fees. Special accommodations will be made for families who demonstrate a documented hardship, after careful and confidential review by the school administration.

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## H. Budget

### 1. Annual Budget

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

## H. Financial Records, Reports and Monitoring

### 1. Maintenance of Financial Records

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

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

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



# Sarasota Charter School Contract

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## 3. Financial Reports

### a. Monthly Financial Reports

The School will submit a monthly financial report to the Sponsor no later than the last day of the month following the month being reported. The monthly report will be in a year-to-date format and include all revenue and expenditure activities related to the operation of the school.

### 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 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 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

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audit findings) to the Sponsor no later than November 1.

- 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 internal audit reveals a deficit financial position, the auditors are required to notify the School's governing board, the Sponsor and the Department of Education. The Internal 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.

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## I. 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 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 opening of school each year. Additionally the School shall provide annually to the Sponsor, no later than July 1, an operating budget for the

# Sarasota Charter School Contract

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upcoming school year.

## J. Description of Internal Audit Procedures

The charter school shall develop and implement sufficient internal audit procedures to assure sound financial management.

## Section 5: Facilities

- A. This Charter is contingent upon the School securing appropriate facilities at least one month prior to the first day of school for students each year. The School must provide a copy of the lease agreement or ownership documents and certificate of occupancy documenting compliance with all applicable codes, by that date. If the School is not in compliance by that date, the Charter shall terminate unless the School provides, to the satisfaction of the Superintendent by two weeks prior to the opening of school, a contingency plan enabling the School to open by the first day of the school year. If the School will change sites or facilities during the school year, the School shall provide the Sponsor a copy of the lease agreement or ownership documents and certificate of occupancy documenting compliance with all applicable codes one month prior to the move. If the School is not in compliance by that date, the Charter shall terminate unless the School provides, to the satisfaction of the Superintendent by two weeks prior to the move date, a contingency plan enabling the School to remain open during the transition.
- B. 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.

- C. The proposed facility for SKY Academy is located at 701 Center Road in Venice, Florida. The site is an existing building that is currently used as an after school program facility. The building was the original YMCA prior to the opening of the 54,480 sq. ft. new facility. Along with the new addition there is an existing gymnasium, locker rooms, dance studio, gymnastic area and multi-purpose room with a climbing wall. All of these areas will be used by Academy. The Academy will be a stand-alone building. The areas of the school will be closed to members of the South County Family YMCA. The proposed school building is 18,000 sq. ft. There is an additional area for classrooms that is currently being used as an after school facility. This area will accommodate 8 classrooms that will be in compliance with Florida DOE, Facilities Requirements for Charter Schools, section 1002.33 F.S., entitled Facilities, subsection (a). Also section 1002.33(19)(c) which states that charter school facilities will be in compliance with Florida Building Code pursuant to chapter 553 and the Florida Fire Prevention Code, pursuant to chapter 633.
- 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.

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- 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.
- 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.

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- 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.

### **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:

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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;
  3. Business automobile coverage with the same limits as general liability.
- B. The School further agrees to secure insurance coverage for its own buildings and contents.
- 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. No later than 30 days prior to the opening of school, the School shall furnish the Sponsor with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins before the initial opening day of classes. The certificates shall be issued to the District School Board and name the School Board as an additional insured. Each certificate of insurance shall provide that the School Board be given no less than sixty (60) days written notice prior to cancellation. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or



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replacement of the insurance no less than sixty (60) days before expiration or termination of the required insurance for which evidence was provided.

- F. The School agrees that its failure to secure and continuously maintain all insurance listed in items A-D above will constitute grounds for immediate termination of this charter.
- G. The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School and any claims or actions related to violation of any state or federal statutes or regulations including those referenced in 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

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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. SKY Academy will be organized and operated by a private, not-for-profit, 501(c) (3) status corporation. The Governing Board, Board of Directors for SKY Academy will hold the Charter and operate, govern and control SKY Academy.

The Governing Board, Board of Directors, shall consist of five (5) members initially that will be selected locally. The 1<sup>st</sup> year of operation, the Founding Board of SKY Academy will be responsible for formally appointing the selected five (5) individuals who will serve as the SKY Academy Governing Board, Board of Directors with full authority to operate the school. The five (5) governing board members will be appointed on criteria consistent with the YMCA's mission and the School's mission; provided however, that particular consideration be given to individuals whom are considered to be well representative of the community served by Academy. Future Board of Director members will be selected as outlined in the Bylaws for the Academy. *Please see Appendix B, Bylaws.*

### Organizational Chart for SKY Academy

Board of Directors SKY Academy



Principal SKY Academy



Teachers and other Certificated Staff and Support Staff

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The principal of the Academy will report directly to the Board of Directors of the Academy. The chair of the SKY Academy Board of Directors will liaison with the CEO of the South County Family YMCA to coordinate services (human resources, financial management, start-up funding, renovation, transportation, plant operation, and facilities) provided to the Academy by the South County Family YMCA.

The responsibilities and obligations of the Governing Board, Board of Directors for the Wellness Academy will be as follows:

The Board of Directors will fulfill a legal responsibility. The board will ensure that the school will or does serve the public and will not operate for any individual's personal gain. Charter schools are eligible for special treatment such as tax exemptions. The board will also ensure that its operations continue to focus on serving the public in the community.

The Board of Directors will provide oversight functions. In exchange for direct and indirect financial assistance from the state and federal governments, state charter school legislation as well as nonprofit corporate law requires that a group of individual's voluntarily serve on a board of directors and act as guardians of the "public trust." This structure makes school management accountable to a diverse group of people who have the general interest of the school at heart, are not directly involved in the operational activities of the school, and due to the voluntary nature of the board, can effectively provide financial oversight since no personal financial gain is involved. The ability of the board to remain objective, by focusing on the mission of the school, is critical to its effectiveness in guiding our school.

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The Board of Directors will promote the school's mission. In addition to fulfilling legal requirements, the school needs a board of directors composed of individuals who support the school's mission, believe in it, and seek to promote it. Advocating for the school and our educational philosophy is an important board function and involves promoting the mission and goals of the school within the community and with the wider educational arena.

The Board of Directors will help to raise funds. The ability to raise funds is an important measure of a board's effectiveness in serving our school. We will have Board Directors who are influential in the community so they can successfully elicit major contributions from a variety of private and business sources. Building an active group who regularly donate money to the school will increase the resources available to implement the educational program, making it easier for our school to fulfill its mission and achieve its goals. The South County Family YMCA has a very effective base established for fundraising.

Government of the Academy will be dictated by the *Bylaws of the Board of Directors* (Please refer to Appendix B, *Bylaws of the Board of Directors*). The Board will establish their annual meeting schedule during the first meeting (Monday, February 28) which shall be no less than monthly during the school year. Flyers will be posted, the meetings will be advertised on the South County Family YMCA marquee, newsletters will be sent home, and reminders will be published on the school website to the community regarding Board of Directors meetings. All board meetings will be held under the "Sunshine Law" and are open to any parent, student or community member who would like to attend.

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The Board of Directors serves as the sole responsible fiscal agent for setting policies guiding finance and operations. Policies are decided by the Board, and the Principal ensures that those policies are implemented.

Procedures for instituting and replacing Board members are set forth in the Bylaws and by resolutions adopted by the organization. Board of Directors representatives will serve staggered three year terms to further insure that the continuity of the vision and mission of the School is maintained. The Board of Directors will elect a President, Vice-President, Treasurer, and Secretary. Each member of the board of Directors will be fingerprinted. The Board of Directors will not receive compensation from the Academy for their services.

Except for the appointment of the Principal, the approval of the school budget, and the removal of a board member, all of which shall require a consent of two-thirds of the Board of Directors, and except as otherwise provided in the Bylaws, the action of the Board of Directors shall be by majority vote of all the Members then in office.

The Board of Directors will report its progress annually to the Sarasota County School District. The report will include:

1. Student achievement performance data, including information required for the annual school report and the education accountability system governed by Florida Statutes 1008.31 and 1008.345. This will include reports of student achievement that links baseline student data to the Academy's performance projections identified in the Charter. The Academy will also identify reasons for any difference between projected and actual student performance.
2. Financial status of the Academy which includes revenues and expenditures at a

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level of detail that allows for analysis of the ability to meet the financial obligations.

3. Documentation of the facilities in current use and any planned facilities for use by the Academy for instruction of students, and administrative functions.
4. Descriptive information about the Academy's personnel, including salary and benefit levels of Academy employees, the proportion of instructional personnel who hold professional certificates or temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field.

The Board of Directors will hold the school principal responsible for the hiring and supervision of all staff, both instructional and non-instructional.

### Governing Board Members

1. NAME
2. Gary Wetherill
3. Gina Taylor
4. Nancy Blackstone
5. Michelle Hazeltine

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

- B. The School shall be operated by a 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.

## Sarasota Charter School Contract

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- C. The School's governing body shall be its governing board. The governing board will consist of a minimum of five (5) 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 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. Within 30 days of appointment to the School's governing board, the members shall be fingerprinted pursuant to §1002.33(12) (g) Florida Statute.
  4. The governing board shall not be involved in day-to-day operation of the School including supervision of teachers, support, and contractual staff. Such staff will be directly supervised by the Principal or Director.
  5. A School Advisory Council (SAC) will be established to facilitate achievement of the mission of the School, and to ensure that the School meets

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the needs of the children and community it is developed to serve. The governing board may serve as the SAC.

6. 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.
7. No member of the School's governing board or their immediate family will receive compensation, directly or indirectly from the school's operations.

Violation of this provision or any violation of F.S. §112.313 shall constitute a material breach of the Contract.

- D. 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 meetings at least monthly during the school year.
- E. 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.
- F. 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



## Sarasota Charter School Contract

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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 will not be employees of the management organization, nor should they be compensated for their service or selected by the management organization.
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.
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.

## Sarasota Charter School Contract

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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.
- G. The contract 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.
- H. 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. The parties to this Charter agree that the School shall select its own employees.
- B. The School agrees that its employment practices shall be nonsectarian.
- C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012, Florida Statutes and the Federal No Child Left Behind statute and regulations.
- D. All Administrators and all full-time teachers will be trained prior to the start of school in the most relevant components of the School's staff development plan.
- E. Employees of the School may participate in professional development activities offered by the Sponsor. Any costs associated with professional development for which there is an additional fee will be the responsibility of the School or individual Charter School employee.

## Sarasota Charter School Contract

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- F. 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.
- G. The School shall disclose to the Sponsor (within 10 business days) the employment of any person who is a relative of a founding board member, a governing board member, an administrator, or a vendor providing services to the School.
- H. 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.
- I. The School agrees to disclose to the Sponsor and to the parents the qualifications of its teachers. The School shall provide to the Sponsor and to parents, prior to the opening of school, the qualifications and assignments of all staff members. Changes will be provided to the Sponsor at the end of each grading period.
- J. The School agrees to implement written policies and procedures for the hiring and dismissal of personnel; policies governing salaries, contracts, unemployment compensation and benefits packages; and the procedures for responding to a finding that a governing board member or staff member has a criminal record. This policy will also detail the procedures for screening of all volunteers and mentors. These personnel policies and procedures shall be provided to the Sponsor no later than two weeks prior to the opening of school each year
- K. 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

## Sarasota Charter School Contract

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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 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.

- L. The School shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, and the Florida Education Equity Act.
- M. 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.
- N. 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

## Sarasota Charter School Contract

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System for all teachers and/or employees who elect to participate in the Florida Retirement System.

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

### **Section 12: Required Reports/Documents**

- A. Pre-Opening
1. Policies and Procedures Manual
  2. List of Governing Board Members
  3. Facility [zoning, certificate of occupancy, fire inspection, etc.]
  4. Other as identified on the district's Opening of School Checklist
    - a. Current lease or ownership documents
    - b. Copy of current insurance certificates or policies for all types of insurance required by the charter.
    - c. List of current staff members including certifications and teaching assignments for teachers.
    - d. Documentation of fingerprinting of all staff and Governing Board members
    - e. Letter of Credit or bank assets for the upcoming school year as specified in the charter.
    - f. Updated list of currently registered students.
    - g. Contract for transportation rates and services or transportation plan.

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- h. Contract for Food and Nutrition Services.
- i. Copy of the Charter School Reading Plan or
- j. Letter specifying that the Charter School will comply with the district reading plan.
- k. Tentative dates and times of the School's board meetings.
- l. Update Crisis Response Plan.
- m. Dismissal policies and procedures.
- n. School's parental contract

### B. Monthly

- 1. Financial Statements, per State Board of Education Rule
- 2. Monthly Financial Reports as requested by the Sponsor
- 3. School Board meeting agenda and minutes

### C. Annual

- 1. Annual Student Achievement Report from Equip and other sources
- 2. Annual Financial Audit
- 3. Program Cost Report
- 4. Annual Inventory Report [capital purchases with public funds]
- 5. Policies and Procedures of the school [if materially revised]
- 6. School based Student Code of Conduct [if materially revised]
- 7. Dismissal Policies and Procedures [ if materially changed]
- 8. Disaster Preparedness Plan
- 9. Employee Handbook[if materially revised]
- 10. Current List of Governing Board Members

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11. School's Parental Contract [if materially revised]
12. Projected Enrollment [for subsequent school year]
13. Capacity [for subsequent school year]
14. School Calendar [for subsequent school year] if different than the Sponsor
15. Evidence of Insurance
16. Management Organization Agreement [if materially changed]

### Miscellaneous Provisions

#### A. Impossibility

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 July 15 before the initial opening day of classes.

##### 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

## Sarasota Charter School Contract

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

C. Drug Free Workplace

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



## Sarasota Charter School Contract

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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 circumstance permitting immediate termination as provided in Section 1D-5 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 12<sup>th</sup> 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

## Sarasota Charter School Contract

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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, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

SKY Academy  
Dr. Oleh A. Bula, Principal  
701 Center Road  
Venice, Florida 34285  
Tel: 941-492-9622

The School Board of Sarasota County, Florida  
1960 Landings Blvd.  
Sarasota, FL 34231  
Attn: Superintendent of Schools  
Tel: 941-927-9000

Ken Modzelewski  
CEO, South County YMCA  
701 Center Road  
Venice, Florida 34285  
Tel: 941-492-9622

Copies of all Notices to:  
Office of Choice and Charter Schools  
1960 Landings Blvd.  
Sarasota, FL 34231  
Attn: Ms. Deborrah Metheny

### 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

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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 cited herein shall refer to the edition in effect when this Contract is executed or extended, subject to subsequent amendment of such statutes.

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.

# Sarasota Charter School Contract

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## **Appendices A**

1. Charter School application – South County YMCA, Inc.
2. Governing Board Bylaws.

# Sarasota Charter School Contract

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## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Charter to be executed by their respective undersigned officials this \_\_\_\_ day of \_\_\_\_\_, 2011

THE SCHOOL BOARD OF  
SARASOTA COUNTY, FLORIDA

CHARTER SCHOOL

BY: \_\_\_\_\_  
Frank H. Kovach, Chair

BY: \_\_\_\_\_  
Michelle Hazeltine, Chair

Approved for Legal Content  
March 8, 2011, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: \_\_\_\_ASH\_\_