

Before the Florida State Board of Education

In re: Denial of Somerset Academy Vero Beach  
High Performing Replication Application 2015

Notice of Appeal

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Somerset Academy, Inc.,  
APPLICANT/APPELLANT

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v.

School District of Indian River County,  
APPELLEE

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I. Names and Addresses of Parties

Appellant:

Somerset Academy, Inc.  
David Concepcion, Board Chair  
Bernardo Montero, President  
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Miami, FL 33143

Counsel for Appellant:

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School Board:

School District of Indian River County  
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Date of Action:

October 13, 2015

Date of Denial Letter:

October 18, 2015

Receipt of Denial Letter:

October 21, 2015

**JURISDICTION.:** Somerset Academy Inc. (the "Applicant") filed a new charter school application for Somerset Academy Vero Beach (the "School") with the School District of Indian River County (the "District" or "Sponsor") on July 31, 2015. The Charter School Application submitted by Somerset Academy Inc., was submitted as a replication of Somerset Academy South Miami (SoMi), a verified high-performing charter school. Pursuant to 1002.331, (3)(a), a high-performing charter school may submit an application pursuant to s. 1002.33(6) in any school district in the state to establish and operate a new charter school that will substantially replicate its educational program. An application submitted by a high-performing charter school must state the application is being submitted pursuant to this paragraph and must include the verification letter provided by the Commissioner of Education pursuant to subsection (5).

Pages 1-9; 27-29 of the Application detail the high-performing status of Somerset Academy. It is clearly stated that the current application is being submitted by Somerset Academy pursuant to 1002.331 to establish and operate a new charter school that will substantially replicate the SoMi educational program (App, 1). The next several pages of the application are dedicated to an in-depth review of Somerset Academy's qualifications as a high-performing charter and how the proposed school will replicate an existing school design (App, 1-9).

Pursuant to F.S. 1002.33(6)(b)3.a., "A sponsor shall by a majority vote approve or deny an application no later than 60 calendar days after the application is received, unless the sponsor and the applicant mutually agree in writing to temporarily postpone the vote to a specific date." At no time (neither prior to the application's submission, nor concurrent to the submittal of the application, nor during the review process) did Applicant ever agree in writing to postpone the vote on the application to a specific date. The first correspondence received by Applicant from Sponsor, attached hereto as Exhibit 5, was sent on Wednesday, August 5, 2015, and acknowledges receipt of the application as of Friday, July 31, 2015. Sponsor makes no request to postpone the vote on the application, and does not ask if Applicant will agree to a waiver of the 60-day statutory review period as is common-practice in many other Sponsoring Districts in this state (see Ex. 5-1). Absent written mutual agreement to postpone the vote on the application, Sponsor's 60-day review period expired on September 29, 2015. In its correspondence to Applicant on August 18, 2015, Sponsor included a "Charter School Application Timeline" as an attachment, and states that "we truly only have the 60 days this year," indicating to Applicant that Sponsor is taking action on the Application within the 60-day statutory review period," (EX. 5-2). Sponsor goes on to say, "[w]e (Sponsor) have scheduled...sessions as follows," and lists several meetings at which it "hope[s] representatives from Somerset can attend," (EX. 5-2) Looking at

Sponsor's Initial Timeline, it is clearly seen that the School Board meeting to vote on the application was scheduled for October 6, 2015, a full 7 days past the expiration of Sponsors review period for this application. Of particular importance, is Sponsor's continuing failure to request or obtain written mutual agreement to postpone the vote on the application. Statements made by Sponsor indicate Sponsor is adhering to the 60-day review period and Applicant relied on these statements. It is also clear that Sponsor had no intention to act on the application within the statutory period. It is less clear why Sponsor did not request or obtain agreement to postpone the vote to a specific date. Sponsor will argue that they obtained consent through later electronic correspondence with representatives of Applicant and did so by attaching a revised Charter School Application Timeline which changes the date of the School Board meeting to October 13, 2015. In correspondence sent to Applicant on August 28, and due to a pending storm, Sponsor unilaterally changed the dates of the meeting schedule and rescheduled the interviews. Sponsor does not request a waiver of the 60-day review period or obtain agreement to postpone the vote to a later (specific) date. IN correspondence sent to Applicant on August 31, Sponsor attaches a revised schedule for Applicant's "review and approval", (Ex. 5-6). Though Applicant responds to questions specifically regarding the interview dates, and in correspondence to the Sponsor on September 1, confirms in writing Applicants assent to the 15<sup>th</sup> as an Interview date, Applicant never acknowledges receipt of the revised schedule, and never "approves" it, (5-7). The statute is clear that the application must be reviewed within the 60-day timeframe, "unless sponsor and the applicant mutually agree in writing to temporarily postpone the vote to a specific date." Pursuant to § 1002.331(3)(a), where the sponsor fails to act on a high-performing charter school application within 60 days after receipt (emphasis supplied), the application is deemed approved and the procedure governing the issuance of charter contracts (Section 1002.33(6)(h) F.S.) applies. Sponsor failed to obtain agreement from Applicant to exceed the 60-day statutory review period, and thus the application is deemed approved. After reviewing the record on appeal, it is Applicant's position that the failure of the District to act on Somerset Academy's high-performing application within the required 60-day statutory deadline resulted in approval of the application on September 29, 2015 by operation of Florida Law. Sponsors subsequent remedial measure to act on the application by denying the application on October 13, 2015, a full two weeks past the 60-day deadline, is void and ineffective, and could not operate to reverse the approval of an application which, by law, was already deemed approved. For the reasons set forth herein, we respectfully request that the State Board remand the application to the School District of Indian River County with instructions that the high-performing charter school application is deemed approved since the 60-day time period for review has lapsed, and with further instructions to immediately issue and

approve a Charter contract for Somerset Academy's high-performing charter school without further delay as same is presently overdue to the school. Since this is a high performing appeal which was not reviewed in the applicable review period, the application is deemed approved and the statute does not provide for an appeal to the State Board of Education. In the alternative, and in order to preserve its appellate rights, Applicant addresses the merits of the Sponsor's subsequent remedial denial:

The Application ("App") submitted by Somerset, (the "Applicant"), pursuant to Sections 1002.331(3)(a); 1002.33(6)(b)3.b., F.S., is a replication of Somerset Academy Elementary School South Miami (# 2007), a high-performing charter school ("SoMi"). Pages 1-9 and 27-29 of the App details the high-performing status of Somerset, and the system's ability to effectuate this replication. It is clear the App is submitted by Somerset pursuant to 1002.331 to establish and operate a new charter school which will substantially replicate Somerset's educational program, specifically, the existing Somi. (App, 1). 9 pages of the App are dedicated to review of Somerset's high-performing qualifications, and how Applicant replicates the existing school design. (App, 1-9). Sec 1002.331, F.S. states: "An applicant is considered to be replicating a high-performing charter school if the proposed school is substantially similar to at least one of the applicant's high-performing charter schools and the organization or individuals involved in the establishment and operation of the proposed school are significantly involved in the operation of replicated schools."

The App bases the proposed school's replication on substantial similarities in several areas including educational model and governance by the same organization. Somi is co-located on the same property as Somerset's high-performing middle School. The proposed school will be an elementary school co-located on the same campus as the proposed Somerset middle school. A substantial replication is not a carbon copy, nor should it be. The 5th DCA held: "[T]o be 'substantially similar' within the meaning of Florida Statutes, a charter school must have the same characteristics and be alike in substance or essentials to the school it is replicating." The proposed school is substantially similar to the existing school in that the proposed school consists of the essential characteristics of the existing school, and is alike in substance/important concepts to the existing school. Throughout App, and the Interview, Applicant discusses replication of SoMi, highlighting characteristics of the proposed school and the shared similarities, (See App at 2, 1-5, 10, 13, 14, 20-28, 30-32.) Strategies for replication of the existing school, including: the same research-based educational concepts; the same curriculum as the existing program; adopting and implementing common policies and procedures as the existing program, are documented throughout the App and the Interview, (See App, at 3-5, 10-11, 13, 16, 22-25, 27-29, 29-30; See Also Interview at 29-31). Applicant details additional strategies for

replication of Somi's design including the following: Sections of the App: 3, implementing the same core values and beliefs as Somi and its existing programs; 9 and 11, utilizing team of experts with ownership of Somerset educational program as consultants to continuously provide training; 8, adopted uniform/common Somerset expectations of student behavior and parental involvement; 18, policies for financial management and oversight used at Somi and ALL Somerset's, (App, 4,27). This evidences Applicant's substantial similarity to Somi. Applicant includes detailed and specific evidence of proposed school's replication methods of SoMi's educational design and Somerset's model, (App, 1-9). Applicant states its commitment to work with administration and staff of SoMi to align and mirror all areas including: Somerset Reading Coach PLC Dialogues, Math and Science PLC Dialogues, the school instructional calendar (so long as it aligns with SDIRC's requirements), educational trainings and PDs, parent nights, newsletter, extra-curricular activities, character education program and curriculum, etc., (App, 2). Applicant includes further evidence of replication of the educational design of SoMi's and Somerset's brand by committing to maintain Somerset's underlying purpose of Academic Excellence with a push towards Secondary (and even College and Career) Readiness, with "push and pull", unique to SoMi and Somerset schools, (App, 2). The proposed school will replicate SoMi's commitment to develop bilingual students who are culturally aware, pluralistic and thereby have a global edge, (App, 2). As stated, the proposed school will feature technology-rich classrooms, be staffed with highly qualified teachers, and provide an environment where students will acquire skills essential to their future development, just as SoMi does. In addition, Applicant includes the following commitments in order to demonstrate replication of SoMi's educational program: Involve SoMi's leadership team in the App and planning processes of the school; Assign administrator or designated representative from SoMi as a mentor to proposed school principal, to assist with planning and program implementation; Appoint SoMi administrator to interview committee that will select the proposed school principal; Guarantee proposed school will meet all five AdvancEd/Southern Association Colleges and Schools-Council on Accreditation and School Improvement (SACS-CASI) Standards for schools; and Ensure support is provided from not only the replicated school but also from all Somerset schools within the entire network, (App, 3). As stated in the Application and in the Interview, Applicant will implement best practices and curriculum at SoMi to ensure complete replication and continuity, however, will align these best practices with the requirements and curriculum of the Sponsor to ensure a smooth transition for students, meet the needs of the community, comply with State law, FLDOE rule and the Charter, (App, 20).

Sponsor alleges Applicant does not explain how it replicates SoMi and further alleges Applicant does not provide information to highlight SoMi's education program or show how it is innovative. Ample evidence of Applicant's educational program is provided throughout the App, specifically, pages 19-26, evidencing how Applicant provides information in reference to instructional techniques incorporated throughout the curriculum in order to maximize learning and successful attainment of learning objectives. These educational goals and the detailed program, clearly implement the mission of SoMi and Somerset Academy Inc. at the proposed school. The annual calendar and instructional time, including the coursework required by the state of Florida for all elementary school students, is an integral part of the Educational Program Design for the proposed school, as is the current practice at SoMi. (App, 19). Beginning on Page 20 of the App is a copy of SoMi's daily schedule and SoMi's daily routines for replication in the proposed school, (App 20-21). As stated in the App and the Interview, Applicant will utilize these and incorporate Sponsor requirements to ensure success of the proposed school, (App, 20). In addition, Applicant includes an extremely detailed account of the educational program and how it will be replicated at the proposed school (App, 22-29).

Many methods of the program philosophy "High Expectations/High Achievement" are described in detail including: differentiated instruction and standards based instruction, direct instruction, scaffolding cooperative learning, Inquiry-based learning, etc. as the primary instructional methods, (App, 23). The proposed school will implement the tenets that have made SoMi successful: a standards-based curriculum with proven teaching strategies and high expectations will benefit students through a systemic approach for teaching the Language Arts and Mathematics Florida Standards (LAFS and MAFS) and the respective Next Generation Sunshine State Standards for other subject areas, as applicable, (App, 10). Pages 23- 25; and 26 contain a detailed explanation of the specific instructional techniques employed at SoMi and how these techniques align with Somerset's mission and which are incorporated throughout the proposed school's curriculum in order to replicate SoMi's high-quality. These include: Personalized Instruction, Target Tutoring, Professional Learning Communities, Vertical Planning, Department meetings, Leadership meetings, Counselors, Cooperative Learning, Academic Excellence and Leadership Development, "Pull and Push" Methods, Home Learning, Vertical and Horizontal Alignment, Community Partnerships, Parental Involvement, Service Learning, among others. (App, 23-25, 26). Applicant states that the proposed school will implement the same principles as SoMi and that the proposed school's educational program is in direct alignment with the school's mission, which supports and facilitates its implementation, (App, 25).

Applicant has clearly included all required components of the Model application and has more than demonstrated its ability to replicate and be true to the SoMi and Somerset program while adhering to State Law, applicable rules and its charter contract. It is evident that the Sponsor believes Somerset's capacity to replicate is not credible, even though Somerset as an institution has successfully replicated its model more than 40 times; Somerset has an 18-year history of successful operations and is collectively an "A" district among its schools, and has achieved increased performance network-wide. There is no evidence to the contrary. Sponsor's allegations are baseless; the App must be approved. Sponsor contends Applicant cannot be a replication since Somerset takes pride in each of its schools' ability to adapt to its demographics, citing nuances in areas of the education plan and curriculum, and since Somerset's schools serve different populations and have students with different needs. There is no "one size fits all" prescription of replication as Sponsor suggests, alleging the Education Plan states the proposed school will align its practices with the Sponsor and not SoMi. It must first be said that having some unique elements to school design does not frustrate replication or substantial similarities clearly evident between the schools. All Somerset schools share a common philosophy of student expectations, code of excellence, an expectation of parental commitment, and collaborative management infrastructure derived from its first school, Somerset Neighborhood, (App, 1). All Somerset programs have replicated this paradigm of school design and management practices, including Somi and the proposed school and it supports the organizations capacity to replicate the model in the present application, (App, 1). Every Somerset school is intended to serve the immediate needs of its local community, and fostering community is a key component to the Somerset model, (See generally App, at 22-23, 25, 29, 31, 34, 39, 43, 48, 56). Community is a common thread interwoven throughout the curriculum component, and is unique to the Somerset system (App 31, 35, 37, 39, 40). To further ensure fidelity of the curriculum and the educational program replication, the governing board oversees network best practices and replication strategies, ensuring its schools, including the proposed school adhere, (App, 2). These strategies include, but are not limited to: fidelity of instructional programming; implementation of appropriate grade/subject level pacing guides and focus calendars utilized by SoMi; verifying the fidelity of curriculum implementation through co-teaching, modeling and mentoring; ensuring the proposed school utilizes the same data-driven continuous improvement methods as SoMi; engaging in professional development for the implementation of curriculum; ensuring the proposed school implements the same curriculum, materials, and scheduling process as SoMi which are in alignment with the Sponsor's requirements, etc, (App, 2-3). The proposed school will implement best practices utilized at SoMi and will align these with the requirements and curriculum of the Sponsor, (App, 3). This is consistent with the Somerset

model state-wide and is confirmed by Board Members at the Interview where it is stated that it is important to implement the policies and procedures of the Sponsoring District, and in addition, the proposed school will integrate Somerset's best practices into this to enhance the overall program (Interview, 29). Upon application, SoMi stated to its Sponsor that it would adopt certain policies of the Sponsor, including the Reading Plan, the Code of Conduct, Pacing Guides, Student Progression Plan, State or District approved textbooks (i.e. curriculum), and ESE Policies. In the present application, the proposed school indicates many of the same. Where both applications indicate the intention to adopt the local jurisdiction's policies and/or State-adopted programs in order for the school to more adequately serve the local population, this IS a direct replication. As is aptly stated in the Interview by the Governing Board, the curriculum is written based on Florida Standards, and adopting materials that ensure mastery of the Florida Standards, ensures this is a direct replication, (Interview, 30-31). Moreover, the proposed school includes sample schedules and daily routines from SoMi, and indicates its commitment to align these to the Sponsor's requirements, (App, 20-22). Applicant includes a detailed description of the SoMi model which will be implemented at the proposed school indicating the curriculum is centered on cognitive science research in mathematics and an emphasis on meaning and understanding in reading, as well as remediation when necessary, (App, 30). Curriculum is more than just a textbook, a pacing-guide, or a Digital Classroom Plan. Somerset's curriculum, and thus the Applicant's curriculum, requires students to interact with one-another and to apply the written text in the real world, (App, 31). The curriculum plan, in use at SoMi, and to be replicated at the proposed school, is detailed at pages 30-41. Somerset's (i.e. SoMi's and Applicant's) curriculum is focused on college preparedness and aims to instill a pre-college mindset from elementary, (App, 30). As stated in the application, the curriculum of both schools meets high standards of student achievement by delivering curriculum with an emphasis on mastery of benchmarks aligned to the Florida Standards in ELA and Mathematics, literacy standards for science and social sciences and the Florida NG-SSS, as applicable to course and grade level, (App, 30). Students at SoMi, and thus in the proposed school, receive a core curriculum of English/language arts (ELA), mathematics, social studies, science and electives in fine arts, physical education, and world languages, in this case Mandarin and Spanish, (App, 30). Somerset has developed strategies that have enabled the words to jump off the page and have made its curriculum come to life. These curriculum techniques and strategies, which are Somerset-specific and not district-based, are found in great detail at pages 30-32 and include: Interdisciplinary Connections, Vertical and Horizontal Teaming, Differentiated Instruction, Scaffolding, Cooperative Learning; and Community-based learning. The curriculum reflects high-quality instruction and implements research-based strategies, innovations and

activities facilitating achievement, (App, 30). The adoption of basic Sponsor policies, including the Student Progression Plan, which are State adopted, does not frustrate replication, and makes for smooth transitions between charter and sponsor schools and vice-versa. In the same way, adoption of Sponsor's Digital Classroom Plan, does not defeat replication. These are single components of the broader Somerset Curriculum, and are generally district-specific boiler-plate policies.

Sponsor criticizes Applicant for serving a different student population than the existing school, and ensuring that the school's services are tailored to meet the needs of its population, and attempts to use this as a failure of the App, (68). Sponsor states the application is not a replication since the existing school had too few numbers of students with disabilities (SWD) to report while the Applicant projects an estimated 12% SWD attending the charter school. This contention is nothing more than a red herring and apparent evidence of Sponsors pretext for denial. Applicant projected an estimated 12% of the anticipated student population may be SWD, and based this on the average SWD population in Indian River County, compared to the estimated 10% SWD projections used by SoMi, which reflected the average SWD population in Miami-Dade County. In replicating the Somerset model, both the proposed school and SoMi strive to reflect diversity, as well as ESE/ELL populations reflective of the surrounding public schools. Here again, Sponsor misunderstands replication. The App clearly states Somerset's intent to serve the needs of the community where the proposed school will be located, and will take into consideration the best practices for the local demographic, (App, 68). SoMi does this, and the proposed school replicates this concept. Applicant's admissions policies are non-discriminatory in all respects, and are designed to reach the entire community, (App, 68). The School's demographics should be reflective of the community it serves, (App, 68). It is expected that geographic differences in the proposed locations will result in a different student population in the literal sense, however, this does not change the common strategies used to serve these demographics. While the resulting populations may be unique, Somerset's and SoMi's mission, vision, and values will be implemented with fidelity in every aspect of the proposed school, and the Somerset philosophy is evident throughout. To suggest populations of 2 schools nearly 150 miles apart should have identical populations, or else not be substantial replications, is not only nonsensical, but runs afoul of Somerset's Admission policy which is in compliance with federal and state anti-discrimination laws and the Florida Educational Equity Act, (App, 116). Applicant details the admissions process, including enrollment preferences and limited enrollment categories, and includes the data which informed Somerset's enrollment projections, (App, 116, 117). Applicant also includes a full plan for student recruitment and enrollment, including students with disabilities, (App, 68). Somerset understands the demographic of the area, informed its research and developed

projections based on the area data, the data most relevant in projecting the proposed school's target population. It would be of little help for the proposed school to base its projections on real time data and demographics of jurisdictions located 150 miles or more from where the proposed school will operate when there is no chance it will serve these students. Instead, Applicant wisely informs its projections using data from the County and the District Schools where it will operate giving Applicant a more realistic goal given the student population it will serve. Sponsor apparently disagrees with Somerset's business decision which is based on sound principles, thorough research, and its own expertise having successfully operated 57 charter schools, 48 in Florida. This pretext for denial is pure conjecture and bias, and not a reason upon which a legal denial may be based.<sup>ii</sup>

Sponsor takes a dual view on replication and finds "cause" to deny Applicant's high-performing application irrespective of Applicant's response. On the one hand, Sponsor alleges that the proposed school cannot be a replication if Applicant adopts any part of the Sponsor's policies, and therefore denies the application. This seems to indicate that Sponsor believes, that in the case of a replication, the policies and procedures of another School District prevail over its own. In this case, Sponsor suggests Applicant should submit a charter school application to operate a charter school in Indian River County operated under Miami-Dade County Public School Policy and Procedure. Applicant rejects this argument. On the other hand, Sponsor, highlights Applicant's replication and/or adoption of Sponsor's policies and procedures. During the Interview, Sponsor questioned Applicant regarding Applicant's ability to "replicate" or adopt Sponsor's policies and/or best practices, stating at pages 9 and 11, "Some of the things we're doing in our school system don't appear to be replicated in the application... How would you go about replicating what we're doing...?," (Interview, 9, 11). Sponsor later commends Applicant for, "wanting to adopt and implement the Sponsor's policies and procedures with respect to serving students with disabilities," (Interview, 42). Sponsor further questions curriculum, "Some of the curriculum listed is no longer used in the District that you have listed in your Application. Do you plan to utilize the same curriculums as the District...?," (Interview, 29). But here, Sponsor echoes one of the underlying concepts of this replication: Both the proposed school and SoMi adopt District materials. Sponsor states, "Your application indicates that you will adopt our District's instruction materials and curriculum pacing guides. However, the school you are replicating currently integrates the curriculum developed by Miami-Dade....," (Interview, 30). The Applicant has met all aspects of the model application, and meets the statutory and legal intent of replication. It is clear that Somerset is replicating substantially the same program, modeled after its currently operating high-performing dual-language school. All elements of the App speak to

Somerset's model and how it is implemented at SoMi and how it will be implemented at the proposed school. The instant application clearly meets the requirements. A denial on these grounds is unjust, improper and without cause.

Sponsor alleges that the App does not "on its face" comply with all civil rights requirements and therefore fails to meet the statutory requirement described in section 1002.33(9)(a)-(f), Florida Statutes. Somerset is in compliance with all civil rights requirements. Sponsor alleges the App fails to address its desegregation order or otherwise offer a student/staff recruitment plan which will "achieve a racial/ethnic balance reflective of the community." Sponsors 1994 Desegregation Order requires that ***"The percentage of minority students assigned to individual schools should be consistent with the percentage of minority students represented in the school district."*** Further, the Order states that ***"The School District will allocate student populations at each school in proportion to the percentage distribution of minority students system-wide within a range of plus or minus 9%."*** Denise Sharpton et al v. The Board of Public Instruction of Indian River County, Florida, Case No.: 64-721-Civ-Atkins. At the time of the Order, Sponsor's minority percentage of students was 17%. Currently, Sponsor's racial makeup is 57.36% White, 16.31% Black, 0.25% Native American, 0.27% Asian, 2.15% from other races, and 3.30% from two or more races. 21.24% of the student populations were Hispanic/Latino of any race. By comparison, as a network, Applicant serves 84% minority students and 59% qualify for free and reduced lunch, (App,17).

Applicant is cognizant of its responsibility in this regard. In an Open Letter sent to all Charter Schools by the Office of Civil Rights, Charter schools were reminded of their civil rights obligations. "Like all public schools", the letter said "charter schools cannot discriminate in admissions on the basis of race, color, national origin, or disability status," (Ex. 6,3) The letter also pointed out the need to be mindful of the rights of children and parents in the community when publicizing the school due to the fact that students choose to attend a charter school and are not simply assigned to attend a charter school (Ex. 6, 3). In a school district subject to a desegregation plan the charter school must be operated in a manner consistent with that desegregation plan. Applicant acknowledges this obligation multiple times over throughout the Application and during the Interview. (See App, 17, 115; See Also Interview 8, 11, 12). In some instances, it may also be necessary for a charter school to seek a modification of the school district's desegregation plan or order from the court or administrative entity requiring the desegregation plan, particularly where the Charter School has little to no effect on the School District's compliance levels. (Ex. 6, 4). However, such would not be the case here, as Somerset is confident in its ability to meet or exceed the requirements of the Order and in fact is confident that Somerset's statistics would be a positive addition. Sponsor further alleges that Applicant does not address a

targeted population. At the time the App was submitted and the interview conducted, a site had not been identified, nor is there any requirement in the law that the site be identified at the time of application. Accordingly, it was impossible to provide the targeted geographic area with specificity, except that the school will openly market enrollment to the entire district as is done in all Somerset schools (App, 115). The *target population*, however, contrary to Sponsor's assertion is included in the App, as well as a detailed marketing plan, (115-117). As stated in the App, the proposed school expects its student population to be reflective of Indian River County, with a higher minority rate than the traditional public schools, (App, 116). Applicant's marketing efforts, detailed in the App, include, but are not limited to the following: a multi-media campaign (print, broadcast, online, minority and community periodicals) to inform about the school, its programs and enrollment period; promotional flyers and brochures to be distributed to community groups/churches to find hard-to-reach families; posting information in local public facilities such as post offices, community centers, libraries, grocery stores; printing materials in multiple languages; distributing press releases and/or public service announcements; running ads in local newspapers; hosting open house events; establishing partnerships with local community groups, etc., (App, 116-117). Sponsor states the Student Recruitment Plan will not recruit a population reflective of the community and will not comply with the Desegregation Order. Following Sponsor's rationale, Applicant would only comply with the Order if it states in the App that it will focus 16% of its recruitment efforts toward Blacks, 57% percent toward Whites and the remaining percentage toward the remaining ethnic groups. This misses the point of non-discriminatory practices altogether. Flawed reasoning such as this may be a contributing factor as to why the order remains in place. Nevertheless, Sponsor has determined Applicant's failure before Applicant has begun, and in doing so institutes a prior restraint on Somerset's rights to operate a charter school. With due respect to Sponsor, Applicant operates 60 charter schools in 6 Florida School Districts and has schools in Texas, DC, and Nevada. 5 of the 6 Florida Districts where Somerset operates, had Desegregation Orders at one time; all have since reached Unitary Status. Somerset has seen both sides of this process multiple times, and in varying areas of our State, and has more experience than Sponsor in this regard. Somerset enjoys a rich cultural diversity and is proud to represent this in its staff, its students, and its educational design throughout the entire Somerset system of schools. Somerset is offended by the accusatory statements suggesting it would not recruit to the demographics reflective of the county, or otherwise comply with the Order. An order to desegregate, this one in particular, is more than just student percentages. At the Interview, Sponsor hyper-focuses on just this aspect, and neglects the components of the Order with which Somerset, as an institution, already complies. It should be stated that in the Interview, Sponsor states its percentage of compliance

inaccurately, stating Sponsor is required to achieve between 9% and 27% of **African-American** students in each school. Pursuant to the Order, Sponsor is required to achieve between 9% and 27% of minority students in each school. As a network in Florida, Somerset serves 84% minority students and 59% qualify for free and reduced lunch, (App,16). To further address the Order, a majority of Somerset's teachers are also minorities, ensuring the ratio of Somerset's minority teachers is in line with the ratio of minority students. Applicant includes its teacher recruitment efforts at page 97, which is in line with the student marketing plan. The Applicant commits to expending considerable effort in recruitment and the interview process to hire the most qualified candidates that cumulatively represent the diverse racial/ethnic background of the community, and in line with the ration of minority students, (App, 97, 116). Moreover, the leadership in the Somerset system is a reflection of the diversity in Somerset's hiring practices: more than 55% of Principals alone throughout the Somerset system (not limited to Miami-Dade as implicated by the Sponsor) are minorities. In addition, both the President and Vice-President of Somerset, as well as 8 of the 9 seated Governing Board members and the General Counsel are all minorities. Regarding minority student achievement, Somerset has high expectations of student achievement for all of its students irrespective of minority status. All students are held to high standards of achievement. Transportation is, in fact, addressed in the application and the interview, and even though Applicant includes transportation in its Application, and budgets for it, and further discusses it with the Sponsor, Sponsor questions Applicant's veracity regarding Transportation. Of particular note, Sponsor states during the Interview, "We did make an assumption that you had no intent to provide transportation, because there's no transportation being provided at the school being replicated. You explained that's a geographic piece and you do have intent to provide transportation... And [transportation is] in the budget. Well, if it's in the budget, you don't have to spend your budget. You may put it in the budget and not spend it," (Ex. Interview, 84). This statement alone is clear and convincing evidence of Sponsor's pretext for denial. Sponsor had no intention of approving this application, irrespective of how the Applicant responded to any of Sponsors questions. Here, Applicant budgeted \$95,000 for 2 busses and explained this to Sponsor during the Interview (Ex. Interview, 68). Understanding that Transportation needs vary by region, all Sponsor needed to do was look one County over to the Somerset Charter High School currently operating in St. Lucie County where Transportation is provided. Instead, Sponsor assumed the information in the Application was incorrect; and the amounts in the Budget were false as they "did not have to be spent". This is not only an unreasonable assertion, it is inflammatory and prejudicial.

Given Applicant's ability to attract minority students, Applicant is confident that it will be able to meet or exceed the demands of the Desegregation Order. Somerset has operated in more than one county that has been under Desegregation, and these counties have since reached Unitary Status. In the event targeted efforts are required in order to meet areas of the Desegregation Order, Somerset will implement all efforts necessary in coordination with Sponsor in order to effectuate compliance on a continual basis pursuant to law. However, as an open-enrollment school, a true approach cannot be determined until initial applications are received. Notwithstanding, Applicant has consistently stated throughout this process that it will comply with the Desegregation Order. Sponsor alleges that during the interview, Applicant stated charter schools were restricted in complying with the Desegregation Order. This is patently untrue. The discussion of Desegregation is memorialized in the transcripts at pages 7-11. Upon review, it is clear Applicant made no such comments. In fact, throughout its response, Applicant, on numerous occasions, indicated its willingness to comply with the Desegregation Order. Sponsor attempts to cite newspaper articles as evidence that Applicant will not comply with civil rights laws. Such articles are not fact and should not be considered in an application review. Sponsor's allegations are red herring and are not supported by fact. Sponsor's newspaper reference reveals its desperation to find any reason to deny this high performing application. Notwithstanding, SoMi has not violated any state or federal civil rights laws. The City of South Miami's "investigation", mentioned in the news article was the personal and political attack by the Mayor and certain commissioners in order to garner support from parents whose children did not gain admittance through the SoMi's approved lottery process. This is tangential to the Application process and had no bearing on Sponsor's review of the Application. This is not cause for denial. Again, Sponsor could have contacted the local district, M-DCPS, with any concerns. Sponsor instead makes false assumptions, and conveniently fails to provide any information of its conversations with MDCPS or the resultant findings.

Somerset can certainly understand Sponsor's sensitivity surrounding the Desegregation Order, given the Order's recent attention, (SEE EX.7). However, Somerset respectfully requests that it not be judged by the actions or inactions of others, but only by the actions of Somerset itself. In this respect, and despite the musings of one small South Florida City, Somerset has an impeccable record. Somerset operates in multiple districts who have been under desegregation and have successfully navigated same. In each instance, Somerset has complied. Given this, and Somerset's reputation, there is no reason to believe it would do anything less than comply with this Sponsor's Order as well. Given the opportunity, Somerset would foster the same model and employ the same strategies to its school in Indian River County. Sponsor institutes a prior restraint of sorts on

Somerset's enrollment practices. There is no evidence suggesting Somerset would not comply with the Order in any way. Pursuant to the attached report, all of the sponsored Charter Schools appear to be in compliance. It is Sponsor's traditional Public Schools that appear to be having difficulties with the stated percentages. System wide, Somerset does not have any concern with meeting this Order. Our Leadership Leads by Example and this starts from the top and trickles down. The top Leadership of Somerset is 90% minority; its administration is over 60% minority, and its students are 84% minority. Somerset has reached unitary status. Somerset has no concern with implementing a Desegregation Order and reaching Unitary Status once again.

**Financial Management Practices:** The Sponsor alleges the App "on its face" does not contain a balanced financial plan. A high-performing charter school is required to submit an annual financial plan for each year requested by the charter for operation of the school for up to 5 years, and provide anticipated fund balances based on revenue projections and a spending plan based on projected revenues and expenses. Applicant sets forth such data in the Exhibits to the App, where each year is shown in the budgets, budget narratives, and budget detail, and contains additional detail on anticipated fund balances and projected revenues and expenses, (App, Budget) A description of controls that will safeguard finances and projected enrollment trends, also required by statute, is provided (App, 85, 122.). These include procedures in which "The Governing Board shall annually adopt and maintain an operating budget, retain the services of a certified public accountant or auditor for the annual independent financial audit and review, and will approve the audit report, including audit findings and recommendations," (App,85). Applicant has submitted a budget which fully complies with the statute, and there is no good cause to deny this application.<sup>iii</sup>

Sponsor alleges the proposed budget does not include funds to pay for the staffing and operational plan outlined in the application and that many of the educational and operational services proposed cannot be provided. However, the positions budgeted for in the Staffing Plan are found in the instructional and operational section of the budget. These positions are sufficient to provide educational and operational services proposed for the projected population. The budget detail states multiple times "Salaries in the staffing plan are for Full Time Equivalent (FTE) instruction positions. Individuals may be utilized for other functions." It is common practice for staff in a start-up school to "wear multiple hats" and hold dual roles in administrative and operational duties until FTE is sufficient to support additional staff. The budget and staffing plan is sufficient and meets the needs of school operations. The budget was created to cover basic operating costs for the school and to show viability at the most conservative budget level, without assuming grants or loans. As a replication of a High-performing school, applicant expects to

apply and receive a start-up grant. As contingency, Somerset received a letter of Commitment from BuildingHope, a non-profit lender, to assure the proposed school would have sufficient funding in the event a grant is not awarded. The Lender Commitment Letter, including a range of loans and terms, is included in the App in its Appendix. In addition, Sponsor complains about the \$14,000 allocation to the food service worker characterizing it as \$77.77 in labor per day. To put this in perspective, and as clarified in the Interview, the cafeteria worker is part-time, working in this capacity only 5-hours a day, 180-days a year. This equates to \$15 an hour. (See generally Interview 72-75). This is a replication of SoMi, who operates with only one cafeteria worker, with assistants who volunteer, (Interview, 74). Sponsor says this is not a realistic assessment of the cost to provide this service to students. As stated in the interview, as a charter school, since you get less funding, you have to be more efficient and conservative, (Interview, 74). Sponsor cannot see how this is realistic, but Applicant sees anything more than this as wasteful. Applicant is unsure which aspects of the Somerset model Sponsor will allow it to replicate since Sponsor has used both replication and alleged "non-replication" as cause for denial, or whether Sponsor means to allow Applicant to replicate at all.

Sponsor alleges the budgeted cost for technology services is not realistic to acquire the products/services technology described. There are 3 separate line items in the budget for technology: \$75 per student for Supplemental instructional materials (CIRP/SIRP and Technology) for an anticipated amount of \$23,625.00; \$110 per student for Digital Education Content Materials on a Leased basis for an anticipated amount of \$34,650.00; and \$1800 per classroom for Computer/Equipment for Instruction also on a leased basis for an anticipated amount of \$ 30,600.00. These rates are seen in the appendix to the App in the Budget Detail and the Budget Monthly's, and was explained in the Interview at pg.14-16. As the budget analyst explained, on an equipment lease of \$30,000, it equates, in average to about \$90,000 worth of equipment, more than sufficient for 315 students. The cumulative fee covers laptop carts for the classrooms and instructional material and the Digital content, (ie textbooks and software). This is realistic and is modeled after SoMi's plan which is currently in operation, and is healthy, vibrant, and meets the needs of the students. Sponsor's apparent disbelief in Somerset's business model is not cause for denial. Applicant has included all required elements of the budget in the Application and has properly budgeted for these in the Budget itself with realistic projections modeled after tried-and-true methods of high-performing schools.

Sponsor alleges Applicant does not provide a description of how finances will be handled or any assurances the Governing Board will control school finances. The App details financial policies and procedures at pages 132-135 The Governing Board will annually adopt and maintain an operating budget, quarterly or monthly financial statements as required which include a

balance sheet and statement of revenue, expenditures and changes in fund balance; retain services of a certified public accountant/auditor for independent financial audit, and will review and approve the audit report, including audit findings and recommendations; report to all applicable legal agencies including Sponsor, and oversee the principal in any delegated financial matters, (App, 132, 134). In addition, internal accounting procedures to ensure financial controls are detailed at pages 133-134, and are in accordance with federal, state, and local laws and in-line with industry standards and best practices. Procedures are in place for General accounting, Internal accounting procedures, receivables, bank statements, wire transfers, Internal Revenue Collection, Capital Expenditures, Operational Checking Accounts, Authorized Check Signors. While the ESP coordinates these services and policies at the request of the Governing Board, the Governing Board retains all authority over all decisions. The ESP Agreement, attached hereto as part of the App, states that the Board must have "complete autonomy and control" and Service Provider must obtain "review and approval" of the Board. While the ESP may be assisting with checks, paying bills and serving as a liaison between the board and the accounting firm, all this is done in accordance with board policy and procedure, and with the review and approval of the board. Any action done by the ESP on behalf of the Board is subject to the ultimate control of the board. These services are included as part of the ESP fee as the ESP has an internal accounting department to service the ESP's client schools. (App, appendix c). The annual audit is paid for by the school to the auditor separately as this is an independent audit. The ESP does not approve its own payments. This was confirmed by the Governing Board in the Interview multiple times. The board also stated that the records are independently reviewed by an auditor and this is something the audit would note. Somerset does not have material findings in its audit, and its organization is in a healthy position. All schools ended the year in a positive position. Sponsor failed to demonstrate by clear and convincing evidence that Applicant would not exercise proper financial management and oversight of the School and comply with the Florida Statutes.

Somerset Academy is a highly experienced Applicant with an impressive record of success in not only its number of approved applications with similar budgets and financial plans, but continuing success in its existing schools. The budgets and financial plans were developed using statistical data collected from a decade worth of operations in Somerset's successfully operating schools, and specifically those in alignment with the proposed school's elementary school program. The methodology used to prepare the budget forecast and financial plans is reliable. Every one of the charter schools that developed budgets using this system yielded a budget surplus this past year. The proposed school will implement the same best practices and

quality standards that have proven effective throughout the Somerset system, including SoMi. There is no cause to deny this Application.

Sponsor alleges the application is generic in scope and nature did not detail how it will meet the guiding principles or defined purposes of a charter school, is not innovative, does not offer something different, and does not replicate SoMi's mission. Applicant states the guiding principles and purposes and discusses each individually and in detail, (App, 10-14). Applicant identifies each principle/ purpose individually, and for each, articulates several specific, measurable, realistic, and attainable strategies which relate directly to the school's operations and which are currently in place at the existing school. The uniform mission, vision, and purpose of the Somerset network and all its schools is detailed, and includes Somerset's core principles and beliefs, (App, 10). Somerset identifies student learning and achievement as paramount, measured by other stated core principles including data assessments to drive curriculum and educational focus; standards-based curriculum; high expectations; proven teacher training and mentoring, (App, 5). Contrary to Sponsors assertion, governing board member Diaz discusses in the Interview, individual testing of students for proficiency in foreign language. Ms. Pestana stated that there is no District testing or formal testing instrument. As Ms. Diaz explained, these instruments are provided with the textbooks and, in addition, the classroom teacher implements testing, (ex. Interview, pg 28,29). As this is an elementary school, one can imagine the students are not quite yet prepared for AP or College Board level testing. This is a distractor and is not cause for denial of a high performing application. Somerset objects to the Sponsors statement that the mission and vision do not align with the dual language of the school. SoMi is more than a foreign language class, and Sponsor's characterization of it as such is insulting to the advancements SoMi has made and the students who have worked so hard. SoMi's model is in alignment with not only the vision of the school, but the vision of Somerset Academy Inc., and it is SoMi's goal to prepare its students for a bilingual culture and its success is evidenced by the High-Performing status the school has obtained. The application does include data demonstrating effective educational programming. First, please reference the high-performing letter issued by the Commissioner of Education verifying that SoMi is a High-Performing School delivering a high-quality education. Next, please reference the list of High-performing Somerset Schools at page 1 of the Application and the Somerset Report Card at pages 5-8. These records speak for themselves regarding the effective educational programming offered by Somerset. Finally, Somerset Academy Inc was awarded SACS CASI/ AdvancED accreditation because Somerset has demonstrated that it has the proper

systems in place to ensure that its schools have the highest levels of academic rigor and the proper level of oversight in place, and was the first charter school entity to achieve this.

F.S. § 1002.33(7) applies to approved charter applications entering the contract phase and does not govern the application process. Sections, 1002.33(7)(a)(2) specifically states, "The focus of the curriculum, the instructional methods to be used, any distinctive instructional techniques to be employed, and identification and acquisition of appropriate technologies needed to improve educational and administrative performance which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards." As a high-performing replication, these allegations are not cause for denial. Nevertheless, Applicant has provided a response which fully answers to the model application. The focus of the curriculum, its instructional methods and techniques are addressed fully in the application, the Interview, and the replication section of this appeal. The technology aspect of this concern has been previously addressed as well. Applicant has included curriculum standards in the App. Curriculum is described fully and in great detail, (App, 30-51) and instructional methods are detailed as well, (App, 13, 64,69).

Specifically referencing Somi, Applicant outlines its plan and includes a litany of methods in which the school will meet and exceed high standards of achievement, including, among other reasons: implementing a rigorous curriculum; curricula specifically designed to meet student needs through data-driven differentiated instructional model; and indicates that all of these methods are employed by Somi, (App, 30-32). In addition, Applicant, includes the following high standards for students replicated from Somi: Providing a vigorous, educational program; Delivering a dynamic school curriculum, including emphasis given to student-centered instruction towards student mastery of the Florida Standards; complement and enhance classroom studies through premium curricular and technology infused extra-curricular programs, Employing mechanisms to continuously monitor, evaluate, and improve curriculum to achieve continuous student improvement year to year; Utilizing strong technologically rich academic programs and tools to assist and increase a multisensory learning experience, (App, 22-23. Applicant lists instructional techniques, utilized with success at Somi that "will be incorporated throughout the curriculum in order to maximize learning and successful attainment of learning objectives and replicate quality" on pages 23-25. "Instructional strategies utilized at SoMi and other Somerset schools that will yield the greatest results" at the proposed school are listed on pages 27-28. Applicant details specific curriculum being used at Somi and offered at the proposed school. Methods of delivery curriculum are described on pages 30-32. Additional evidence of Applicant's understanding and implementation of curriculum

based on Somi's replicated model are the processes in place to support delivery of the curriculum and includes, but is not limited to, discussion of the following: continuous review of the curriculum to ensure a year's worth of learning; research based instructional practices, staff development through implementation of PLC; afterschool, lunch, and Saturday tutoring for remediation and acceleration; Support for Curriculum Delivery; Instructional Strategies to be utilized throughout all subject areas; Integration of Technology; etc. It is clear by the above, that Applicant meets the standard required pertaining to Florida Standards. There is no good cause to deny a charter school application where the application has met all the statutory elements<sup>iv</sup>. The inclusion of this as a reason for denial, is unwarranted, and without supporting evidence. This does not constitute clear and convincing evidence of non-compliance with any statutory requirement. Application should be approved.

Somerset has developed a multi-tiered system of management, assessment, instruction, and professional development that integrates technology within curriculum to achieve increased performance over all student populations and sub-groups, (App, 22). Sponsor believes there are educational opportunities already provided within the School District and states at the School Board meeting that they just "don't need another School," (Ex. Board Meeting, 19). This demonstrates Sponsor's impetus for denial: Sponsor does want a high-performing charter school.

Exceptional Students is Section 1002.33(16)(a)(3), F.S., "a charter school shall be in compliance with...those statutes pertaining to the provision of services to students with disabilities." As a high-performing replication, these allegations are not statutory reasons for denial of a high-performing application. Moreover, allegations regarding Student Recruitment and Enrollment are not statutory cause for denial of a high-performing application. Therefore, the application may not be denied as to allegations regarding enrollment. Sponsor lacks actual evidence to support its assertion that Applicant failed to meet these standards. Sponsor failed to include concerns to which Applicant can respond. The overview includes only a generic statement that the admissions process may not be in accordance with law because of a lack of specificity as to how applications from students with disabilities will be handled and does not reference sections of law or the App. However, the application process does not take into account a potential student's disability status, and does not request a student's disability status as part of the application process, thereby allowing every student who applies an equal opportunity to enroll in the school, (App, 15). Sponsor has not articulated a basis for denial on these grounds.

Sponsor did not have clear and convincing evidence to find Applicant did not meet the standard with respect to Transportation. As a high-performing replication, the allegations regarding Transportation are not a statutory cause for denial

of a high-performing application. Consistent with Section 1002.33(20)(c), F.S. Transportation shall be provided by Applicant consistent with requirements of subpart I.E. of chapter 1006 and s. 1012.45. Applicant may provide transportation through an agreement or contract with Sponsor, a private provider, or parents. Applicant and Sponsor shall cooperate in making arrangements that ensure transportation is not a barrier to equal access for all students residing within a reasonable distance of the charter school as determined in its charter. Somerset intends to provide transportation pursuant to law, and will provide transportation necessary to ensure that it is not a barrier to access as stated in the application. Applicant will assess needs annually during application and enrollment of students through the use of enrollment surveys, registration packets, and parent transportation agreements, all in accordance with applicable law, (App, 16-17). Transportation (App, 15-17), and the procedures the proposed school intends to implement to assess transportation needs are included, (App, 181-182) Applicant states: "if the parent advises the School that there is a hardship, and he/she is unable to provide the transportation, the School will provide transportation within a defined reasonable distance (App, 17). Applicant is not suggesting that parents go to extensive lengths to "prove" a hardship; rather Applicant is requesting only that parents inform the school that transportation is needed and arrangements will then be made. In the same way that students must meet eligibility requirements for free and reduced lunch, so too must students meet eligibility requirements for transportation. The law does not require Applicant to provide transportation to all students residing within a reasonable distance, nor does the law give Sponsor authority to determine what "reasonable distance" means. The reasonable distance provision allows charter schools to establish a transportation zone that sets an outer boundary or radius beyond which a charter school is not required to provide regular transportation. In the instant case, the budget provides transportation costs in the amount of \$95,000.00, (Interview, 68). This was confirmed by the Sponsor and the Applicant in the Interview, however, Sponsor stated it didn't believe Applicant would use that budgeted amount for transportation. Applicant projected 40% of its student population will be transported, provided for 2 busses, (Interview, 68). Applicant did not object to contracting directly with the Sponsor pursuant to law (Interview, 70). This is not cause for denial. **CONCLUSION/RELIEF:** For the numerous reasons outlined above. This appeal should be granted, and Sponsors denial should be overturned and remanded with instructions that Sponsor approve the Application.

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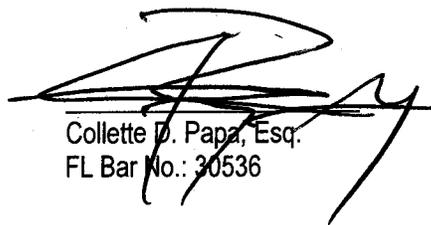
<sup>i</sup> See School Bd of Seminole County v. Renaissance Charter School, Inc., 113 So.3d 72 (Fla. 5th DCA 2013)

<sup>ii</sup> See School Board of Osceola County v. UCP of Central Florida, 905 So. 2d 909.

<sup>iii</sup> See note ii above; See Also School Board of Volusia County v. Academies of Excellence, Inc., 974 So.2d 1186, 1191.

<sup>iv</sup> There is no good cause to deny a charter school application where the application has met all the statutory elements. See School Board of Osceola County v. UCP of Central Florida, 905 So.2d 909 ; See Also School Board of Volusia County v. Academies of Excellence, Inc., 974 So.2d 1186, 1191.

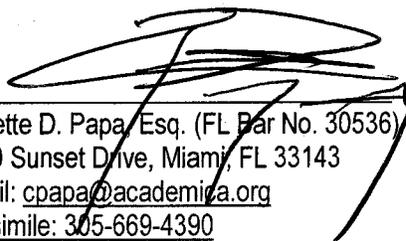
Respectfully Submitted,



Collette D. Papa, Esq.  
FL Bar No.: 30536

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing instrument has been furnished this 20<sup>th</sup> day of November, 2015 by hand delivery delivery to: Cathy Schroeder, Agency Clerk, FLDOE and to Mark J. Rendell, Superintendent, and to Suzanne D'Agresta, Counsel for Sponsor.



Collette D. Papa, Esq. (FL Bar No. 30536)  
6340 Sunset Drive, Miami, FL 33143  
Email: [cpapa@academica.org](mailto:cpapa@academica.org)  
Facsimile: 305-669-4390

**Appendix to Notice of Appeal**

- Exhibit 1. Charter School Application**
- Exhibit 2. Denial Letter**
- Exhibit 3. Official Transcripts – Somerset Board Interview (9-15-15)**
- Exhibit 4. Official Transcripts – School Board Meeting (10-13-15)**
- Exhibit 5. Correspondence from Michael Ferrentino**
- Exhibit 6. OCR, Dear Colleague Letter to Charter Schools (May 14, 2014)**
- Exhibit 7. ACLU Civil Rights Complaint against SDIRC  
re: 1994 modification of Desegregation Order**
- Exhibit 8. Caselaw**

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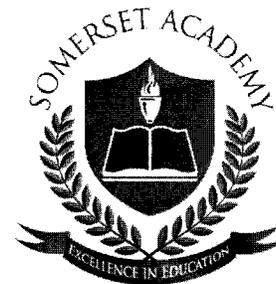
## Somerset Academy Vero Beach

# MODEL FLORIDA CHARTER SCHOOL APPLICATION

## High Performing Replications

Submitted Pursuant to Section 1002.331, Florida Statutes





## Executive Summary

The application before you is submitted by Somerset Academy, Inc. to open Somerset Academy Vero Beach in the School District of Indian River County. The school plans to serve students in grades K-5 beginning with 315 students in the first year of operation with a maximum enrollment of 450 students.

The application being submitted is a High Performing Replication Pursuant to Section 1002.331, Florida Statutes of Somerset Academy Elementary School South Miami Campus, MSID#: 132007 (*Please see Appendix F –High Performing School verification letter*). Currently, Somerset Academy Inc. operates 50 charter schools in Florida, sixteen of which are high performing schools as designated by the Florida Department of Education, having met all criteria specified in F.S. 1002.331.

The mission at Somerset Academy Vero Beach is to bilingually foster student achievement by providing a technologically, innovative and challenging educational environment; to develop high academic standards; to instill a sense of compassion and understanding for others, facilitated by a highly qualified staff.

Similar to the school to be replicated, Somerset students will be expected to perform at or above grade level availing success in elementary school and preparing them for middle school studies. Somerset Academy Elementary School South Miami has just completed its 5<sup>th</sup> year of operation, serving 452 students in grades K-5. The school has earned a letter grade of "A" since inception, based on the points it received under the State of Florida Accountability Program. The school to be replicated offers language programs in Spanish and Mandarin, as well as the latest classroom technology, including Promethean Boards and laptop computers (which the school has budgeted for). The School will replicate the commitment to develop bilingual students who are culturally aware, pluralistic and thereby have a global edge. The School will also feature technology-rich classrooms, be staffed with highly qualified teachers, thus providing an enriching learning environment where children can flourish as individuals while acquiring knowledge and skills essential to their future development.

The School will not discriminate on the basis of race, religion, or national or ethnic origin in the admission of students and will implement a diverse enrollment and marketing plan in order to achieve racial/ethnic balances reflective of the surrounding public schools.

Thank you for your consideration. We look forward to working with the School District of Indian River County.

**David Concepcion, Board Chair**  
Somerset Academy, Inc.

## APPLICATION COVER SHEET

**NAME OF PROPOSED CHARTER SCHOOL:** Somerset Academy Vero Beach

**Name of HP school submitting Application\*:** Somerset Academy Elementary School South Miami Campus  
**MSID#:** 13-2007

**NAME OF NONPROFIT ORGANIZATION/MUNICIPALITY UNDER WHICH CHARTER WILL BE ORGANIZED OR OPERATED:** Somerset Academy, Inc.

Provide the name of the person who will serve as the **primary contact** for this Application. The **primary contact** should serve as the contact for follow-up, interviews, and all notices regarding this Application.

**NAME OF CONTACT PERSON:** Adriana Lima/cc David Concepcion

**TITLE/RELATIONSHIP TO NONPROFIT:** Board Authorized Representative/Board Chair

**MAILING ADDRESS:** c/o 6340 Sunset Drive, Miami, FL 33143

**PRIMARY TELEPHONE:** 305 878 9993 **ALTERNATE TELEPHONE:** ( ) \_\_\_\_\_

**E-MAIL ADDRESS:** adri5283@gmail.com / cc: dconcepcionfl@gmail.com

**NAME OF EDUCATION SERVICE PROVIDER (if any):** Academica

**NAME OF PARTNER/PARENT ORGANIZATION (if any):** N/A

**Projected School Opening Date:** 2016-2017

| School Year | Grade Levels | Total Projected Student Enrollment | Student Enrollment Capacity (if known) |
|-------------|--------------|------------------------------------|--|
| First Year  | K-5          | Up to 315                          | Up to 315                              |
| Second Year | K-5          | Up to 375                          | Up to 375                              |
| Third Year  | K-5          | Up to 415                          | Up to 415                              |
| Fourth Year | K-5          | Up to 435                          | Up to 435                              |
| Fifth Year  | K-5          | Up to 450                          | Up to 450                              |

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application on behalf of the applicant.

\* High Performing letter from Commissioner of Education must be included.

\_\_\_\_\_  
*Signature*

Board Chair  
*Title*

David Concepcion  
 Printed Name

7/27/15  
 Date

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## I. REPLICATION

A. Provide a list of every High-Performing Charter School that is operated by the governing board submitting this application, including grade-levels served by each school.

The charter school application before you is being submitted by the Somerset Academy, Inc. Governing Board of Directors for Somerset Academy Vero Beach. Currently, Somerset Academy Inc. operates 50 charter schools in Florida, sixteen of which are high performing schools as designated by the Florida Department of Education, having met all criteria specified in F.S. 1002.331.

| Somerset Academy, Inc High Performing Charter Schools |             |               |             |  |             |                |
|---|-------------|---------------|-------------|--|-------------|----------------|
| MSID  | DISTRICT ID | DISTRICT NAME | SCHOOL CODE | SCHOOL NAME  | GRADE LEVEL | DATE EFFECTIVE |
| 065141  | 6           | BROWARD       | 5141        | SOMERSET ACADEMY   | K-5         | 7/29/11        |
| 065221  | 6           | BROWARD       | 5221        | SOMERSET ACADEMY CHARTER HIGH                                | 9-12        | 7/29/11        |
| 065211  | 6           | BROWARD       | 5211        | SOMERSET ACADEMY DAVIE CHARTER                               | K-5         | 7/29/11        |
| 065391  | 6           | BROWARD       | 5391        | SOMERSET ACADEMY EAST PREPARATORY                            | K-6         | 9/5/13         |
| 065405  | 6           | BROWARD       | 5405        | SOMERSET ACADEMY ELEMENTARY<br>(MIRAMAR CAMPUS)              | K-5         | 7/29/11        |
| 065406  | 6           | BROWARD       | 5406        | SOMERSET ACADEMY MIDDLE<br>(MIRAMAR CAMPUS)                  | 6-8         | 7/29/11        |
| 065151  | 6           | BROWARD       | 5151        | SOMERSET ACADEMY MIDDLE SCHOOL                               | 6-8         | 7/29/11        |
| 065021  | 6           | BROWARD       | 5021        | SOMERSET NEIGHBORHOOD SCHOOL                                 | K-5         | 10/6/14        |
| 130332  | 13          | DADE          | 332         | SOMERSET ACADEMY (SILVER PALMS)                              | K-8         | 7/29/11        |
| 134012  | 13          | DADE          | 4012        | SOMERSET ACADEMY AT SILVER PALMS                             | K-5         | 10/6/14        |
| 130520  | 13          | DADE          | 520         | SOMERSET ACADEMY CHARTER                                     | K-5         | 7/29/11        |
| 137042  | 13          | DADE          | 7042        | SOMERSET ACADEMY CHARTER HIGH SCHOOL                         | 9-12        | 7/29/11        |
| 136004  | 13          | DADE          | 6004        | SOMERSET ACADEMY CHARTER<br>MIDDLE SCHOOL                    | 6-8         | 7/29/11        |
| 136013  | 13          | DADE          | 6013        | SOMERSET ACADEMY CHARTER MIDDLE SCHOOL (SOUTH<br>HOMESTEAD)  | 6-8         | 10/8/12        |
| 136053  | 13          | DADE          | 6053        | SOMERSET ACADEMY CHARTER MIDDLE SCHOOL SOUTH MIAMI<br>CAMPUS | 6-8         | 9/5/13         |
| 132007  | 13          | DADE          | 2007        | SOMERSET ACADEMY ELEMENTARY SCHOOL SOUTH MIAMI<br>CAMPUS     | K-5         | 9/5/13         |

B. Describe how the educational program proposed by the applicant is a substantial replication of the applicant school or one of the applicant's high-performing charter schools.

In general, all Somerset Academy schools share a common philosophy/expectation of student excellence; an expectation of parental commitment; and a collaborative management infrastructure, among other things, which was established at the inception of the Somerset model and has yielded success for the Somerset schools. These factors support the organization's capacity to replicate the model and the Somerset Academy elementary school design. Specifically, Somerset Academy Vero Beach will be a direct replication of the High Performing School, Somerset Academy Elementary School South Miami Campus, MSID#: 132007 (Please see Appendix

F -High Performing School verification letter).

Similar to the school to be replicated, Somerset students will be expected to perform at or above grade level availing success in elementary school and preparing them for middle school studies. Somerset Academy Elementary School South Miami has just completed its 5<sup>th</sup> year of operation, serving 452 students in grades K-5. The school has earned a letter grade of "A" since inception, based on the points it received under the State of Florida Accountability Program.

| School  | School ID | Year    | Grade | Sum Points Earned | Meeting High Standards in Reading | Meeting High Standards in Math | Meeting High Standards in Writing | Meeting High Standards in Science | Free/Red Lunch | Minority Rate |
|---|-----------|---------|-------|-------------------|-----------------------------------|--------------------------------|-----------------------------------|-----------------------------------|----------------|---------------|
| Somerset Academy Elementary School South Miami Campus | 2007      | 2013-14 | A     | 758               | 91                                | 86                             | 65                                | 80                                | 16             | 89            |
|   |           | 2012-13 | A     | 616               | 84                                | 86                             | 67                                | 73                                | 15             | 87            |
|   |           | 2011-12 | A     | 668               | 89                                | 89                             | 92                                | 74                                | 14             | 85            |
|   |           | 2010-11 | A     | 693               | 91                                | 93                             | 88                                | 80                                | 14             | 70            |
|   |           | 2009-10 | N/A   | 594               | 91                                | 91                             | 93                                | 79                                | 12             | 81            |

The school to be replicated offers language programs in Spanish and Mandarin, as well as the latest classroom technology, including Promethean Boards and laptop computers. The School will replicate the commitment to develop bilingual students who are culturally aware, pluralistic and thereby have a global edge. The School will also feature technology-rich classrooms, be staffed with highly qualified teachers, thus providing an enriching learning environment where children can flourish as individuals while acquiring knowledge and skills essential to their future development. As a replicated school, Somerset will work with the administration and staff at the replicated school in an effort to align and mirror all areas including, but not limited to: Somerset Reading Coach PLC Dialogues, Math and Science PLC Dialogues, the school instructional calendar (so long as it aligns with SDIRC's requirements), educational trainings and PDs, parent nights, newsletter, extra-curricular activities, character education program and curriculum, etc.

Moreover, Somerset will maintain Somerset's underlying purpose, which is Academic Excellence with a push towards Secondary (and even College and Career) Readiness. The emphasis of the Somerset framework is a "push and pull" method of preparing students to maximize upon their potential, wherein students are pushed to pursue the most rigorous and challenging academic program they can handle, while students who are struggling and/or underachieving are pulled out for remediation through an intensive tutoring program and taught using supportive learning strategies. As a result, students will be better prepared for success in college preparation coursework. These and other Somerset "best practices", explained herein this application, and which are established pillars of the Somerset Academy, Inc. trademark, are derived from over 17 years of experience with innovative board members, parents and educators working together with a common purpose.

Furthermore, to ensure the educational program proposed by the applicant will be a substantial replication of the aforementioned HP school, the governing board will ensure Somerset will replicate the best practices of the replicated school, including but not limited to:

- ensuring fidelity of instructional programming, and utilizes appropriate grade/subject level pacing guides and focus calendars utilized by Somerset Academy Elementary South Miami Campus;
- meeting periodically by grade level and/or subject to plan and share best practices and creating lesson plans to be submitted to department heads for review;
- utilizing the common board configuration - outlining the objectives, agenda, essential questions, and home learning assignments for each class;
- verifying the fidelity of curriculum implementation through co-teaching, modeling, and mentoring;

- ensuring teachers are on task and effective, utilizing various processes such as: Formal observations conducted at least once a year, classroom, walkthroughs conducted daily, and ongoing review of student performance data and results as a means to inform instruction;
- using qualitative and quantitative data to inform and guide instructional planning and practices aligned with Language Arts and Mathematics Florida Standards (LAFS and MAFS) and the respective Next Generation Sunshine State Standards for other subject areas, as applicable;
- using numerous data results from state summative assessments – and collecting, disaggregating and compiling Data Binders to use for data charts;
- ensuring the School engages in the same student data-driven continuous improvement methodology that is utilized at the school to be replicated;
- engaging in professional development for implementation of curriculum;
- implementing the same cornerstone elements: high expectations (through a push and pull philosophy); project based learning; targeted tutoring; and parental involvement through SAC and an active PTSA;
- recruiting faculty and staff (including international faculty, whenever possible) that are committed to deliver a rigorous curriculum, support multicultural and bilingual education, and maintain a differentiated instructional approach to ensure student success;
- ensuring Somerset implements the same curriculum, materials, and scheduling process that is utilized at the replicated school, as is reflected herein this application, which are in alignment with SDIRC requirements;
- providing access to supervised study time and tutoring after school (and possibly on Saturdays as well) to accelerate student progress; and
- availing access and offering supports for students who wish to pursue an advanced academic program.

Somerset will implement the above mentioned best practices utilized at Somerset Academy Elementary School South Miami and will align such best practices with the requirements and curriculum of the School District of Indian River County.

Additionally, in order to accurately reflect and commit to replicating the educational programming at Somerset, which is being implemented at the HP school to be replicated; the applicant has committed to employ the following actions:

- Involve the HP school's leadership team in the application and planning processes of the school;
- Assign administrator or designated representative from the High Performing School Site as a mentor to the Somerset principal, to assist with planning and first, and second year implementation of the program. The mentor will be available to meet with the principal frequently and on an as-needed basis for support, mentoring, and coaching services via teleconference, video conference, on-site visits, etc.
- Appoint the HP School site administrator to the interview committee that will select the Somerset principal;
- Guarantee Somerset meets all five AdvancEd/Southern Association Colleges and Schools-Council on Accreditation and School Improvement (SACS-CASI) Standards for schools; and
- Ensure support is provided from not only the replicated school but also from all Somerset schools within the entire network wherein all other leaders serve as mentors to new administrators and everyone shares ownership and accountability in maintaining the thriving, financially viable and academically high performing network of charter schools.

*C. Describe how the organization or individuals involved in the operation of the proposed school are significantly involved in the operation of the replicated school.*

Over the past seventeen years, Somerset Academy stakeholders have become an accomplished and established team, with a proven track record of academic and financial success that guarantees the human and financial resources to increase, sustain, and ensure the quality and performance of its schools. Each of the current schools benefits from the support and scrutiny of several entities including the governing board, sponsoring local school district, and an outside educational service and support firm, to name a few.

The Somerset Board has the responsibility for the affairs and management of all Somerset schools (including both the HP school to be replicated and the proposed School discussed herein the application) and will provide continuing oversight of all Somerset school operations across Florida, Washington D.C., Texas and Nevada. The school principal, hired by the Board, will be responsible for all aspects of school operations within the scope of operating policy and budgetary approval by the Governing Board. The Governing Board of the School is the ultimate policy-making body that determines the academic direction, approves curriculum, and oversees operation of all Somerset schools. The board of the proposed School is comprised of the same individuals responsible for the existing HP School to be replicated as well as all other successful Somerset schools, thus, they have ownership of the program and the experience to ensure the existing HP school model is replicated with fidelity.

The strategies the governing board has identified for replication of the existing HP School design include, but are not limited to, the following:

- Implement the same core values, and beliefs of the existing program;
- Adopt the same and proven research-based educational concept and utilizing the same curriculum strategies from the existing program;
- Utilize existing stakeholders as sort of consultants, to continuously provide training to Somerset administrators, faculty and staff;
- Adopt common expectations of student behavior and parental involvement;
- Adopt common Professional Policies and Standards for staff;
- Implement the policies for financial management and oversight proven effective in the existing school and amongst all Somerset schools; and
- Provide ongoing communication, training, and support for the school's changing operational needs.

Additionally, the President of Somerset Academy, will oversee and support the business, operations and educational programming of the Somerset schools. The president also reports on all aspects of school operations and makes recommendations to the Board. The President is not a member of the Board, has no vote on the Board, however is responsible for implementing the Somerset Academy, Inc. Strategic Plan. The President will have a supportive role in the operation of Somerset overseeing the business, operation and educational programming of the School, providing necessary support if necessary and overseeing that the proposed school implements the Somerset educational program with fidelity.

Furthermore, the educational leadership and on-site management of Somerset schools are delivered through the school Principal. The business and facilities coordination and support services are delivered through Academica, a contracted Education Service Provider. As stated previously, an administrator Somerset Academy Elementary South Miami Campus will serve as a mentor leader and assist the new principal in the implementation of the school. The School leader will also benefit from the professional and business support and services of Academica, freeing the principal from many administrative and compliance duties, which would otherwise have to be shouldered internally, thereby allowing him/her to serve as the instructional leader of the school. With a staff of trained professionals, Academica will ensure Somerset is professionally supported and operated in accordance with the requirements of

sponsor contracts and the requirements of all State and Federal laws, as well as local municipal ordinances applicable to its operations or facilities.

Also, Somerset Academy holds "Principal Chats" and workshops which serve as a support network of school administrators experienced in "the Somerset way." This group collectively ensures continuous improvement of not only their respective school sites, but also of the Somerset system of schools. A lead principal is selected by Somerset colleague principals, and this person will also be involved in the operation of Somerset, as an additional support and mentor, providing curriculum and instruction support to the new school principal.

The involvement of the aforementioned individuals in the Somerset system and specifically in both schools, demonstrates great capacity and competence to support the operation and the implementation of the High Performing replication at the proposed Somerset Academy Vero Beach.

**Somerset Academy, Inc. School's Report Card (Inception - 2013-2014 SY)**

| School   | School ID | Year    | Grade | Sum Points Earned | Meeting High Standards in Reading | Meeting High Standards in Math | Meeting High Standards in Writing | Meeting High Standards in Science | Free/Red Lunch | Minority Rate |
|--|-----------|---------|-------|-------------------|-----------------------------------|--------------------------------|-----------------------------------|-----------------------------------|----------------|---------------|
| Somerset Academy Charter                                     | 0520      | 2013-14 | B     | 572               | 85                                | 82                             | 55                                | 69                                | 59             | 97            |
|  |           | 2012-13 | A     | 569               | 80                                | 83                             | 61                                | 71                                | 49             | 95            |
|  |           | 2011-12 | A     | 608               | 80                                | 83                             | 96                                | 61                                | 57             | 94            |
|  |           | 2010-11 | A     | 603               | 91                                | 90                             | 75                                | 66                                | 54             | 91            |
|  |           | 2009-10 | A     | 625               | 85                                | 88                             | 91                                | 61                                | 45             | 91            |
|  |           | 2008-09 | B     | 583               | 86                                | 87                             | 87                                | 55                                | 43             | 90            |
|  |           | 2007-08 | A     | 604               | 82                                | 86                             | 86                                | 51                                | 43             | 86            |
|  |           | 2006-07 | A     | 589               | 81                                | 79                             | 88                                | 52                                | 44             | 89            |
| Somerset Academy Charter Elementary School (South Homestead) | 0339      | 2013-14 | B     | 502               | 60                                | 62                             | 21                                | 57                                | 76             | 88            |
|  |           | 2012-13 | B     | 516               | 58                                | 53                             | 77                                | 73                                | 73             | 85            |
|  |           | 2011-12 | B     | 502               | 66                                | 61                             | 77                                | 56                                | 73             | 85            |
|  |           | 2010-11 | A     | 645               | 74                                | 82                             | 87                                | 50                                | 67             | 85            |
|  |           | 2009-10 | D     | 422               | 61                                | 54                             | 83                                | 34                                | 61             | 82            |
| Somerset Academy Elementary School South Miami Campus        | 2007      | 2013-14 | A     | 758               | 91                                | 86                             | 65                                | 80                                | 16             | 89            |
|  |           | 2012-13 | A     | 616               | 84                                | 86                             | 67                                | 73                                | 15             | 87            |
|  |           | 2011-12 | A     | 668               | 89                                | 89                             | 92                                | 74                                | 14             | 85            |
|  |           | 2010-11 | A     | 693               | 91                                | 93                             | 88                                | 80                                | 14             | 70            |
|  |           | 2009-10 | N/A   | 594               | 91                                | 91                             | 93                                | 79                                | 12             | 81            |
| Somerset Arts Academy  | 2012      | 2013-14 | C     | 486               | 71                                | 71                             | 62                                | 40                                | 62             | 70            |
|  |           | 2012-13 | C     | 492               | 66                                | 70                             | 48                                | 47                                | 30             | 68            |
|  |           | 2011-12 | B     | 509               | 67                                | 56                             | 89                                | 57                                | 52             | 65            |
|  |           | 2010-11 | A     | 558               | 78                                | 79                             | 81                                | 50                                | 33             | 65            |
|  |           | 2009-10 | N/A   | 495               | 82                                | 84                             | 89                                | 50                                | 48             | 67            |
| Somerset Academy-Elementary, Eagle Campus                    | 1251      | 2013-14 | C     | 435               | 53                                | 42                             | 52                                | 12                                | 52             | 96            |
|  |           | 2012-13 | B     | 503               | 65                                | 67                             | 55                                | 44                                | 41             | 94            |
|  |           | 2011-12 | A     | 580               | 69                                | 52                             | 93                                | 62                                | 32             | 94            |
|  |           | 2010-11 | N/A   | 480               | 69                                | 75                             | 67                                | 41                                | 30             | 96            |
| Somerset Academy   | 5141      | 2013-14 | A     | 583               | 82                                | 79                             | 68                                | 69                                | 31             | 90            |

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|   |      |         |   |     |    |    |     |     |    |    |
|---|------|---------|---|-----|----|----|-----|-----|----|----|
|   |      | 2012-13 | A | 556 | 75 | 77 | 84  | 60  | 36 | 90 |
|   |      | 2011-12 | A | 584 | 77 | 72 | 92  | 56  | 35 | 90 |
|   |      | 2010-11 | A | 566 | 83 | 86 | 86  | 61  | 31 | 91 |
|   |      | 2009-10 | B | 536 | 86 | 84 | 97  | 53  | 37 | 91 |
|   |      | 2008-09 | A | 601 | 85 | 86 | 96  | 53  | 19 | 87 |
|   |      | 2007-08 | A | 568 | 81 | 80 | 91  | 51  | 15 | 86 |
|   |      | 2006-07 | A | 580 | 82 | 78 | 93  | 56  | 14 | 82 |
|   |      | 2005-06 | A | 431 | 82 | 76 | 76  | N/A | 13 | 80 |
|   |      | 2004-05 | A | 451 | 81 | 76 | 85  | N/A | 15 | 76 |
|   |      | 2003-04 | A | 418 | 75 | 71 | 90  | N/A | 13 | 72 |
|   |      | 2002-03 | B | 403 | 73 | 68 | 81  | N/A | 9  | 68 |
| Somerset Academy Davie Charter                      | 5211 | 2013-14 | A | 537 | 78 | 78 | 50  | 53  | 45 | 57 |
|   |      | 2012-13 | A | 561 | 86 | 83 | 50  | 76  | 36 | 60 |
|   |      | 2011-12 | A | 588 | 80 | 80 | 83  | 63  | 40 | 61 |
|   |      | 2010-11 | A | 661 | 94 | 92 | 90  | 75  | 42 | 59 |
|   |      | 2009-10 | A | 625 | 92 | 92 | 82  | 63  | 45 | 60 |
|   |      | 2008-09 | A | 656 | 90 | 90 | 96  | 56  | 99 | 62 |
| Somerset Academy East Preparatory                   | 5391 | 2013-14 | A | 604 | 61 | 73 | 33  | 88  | 78 | 96 |
|   |      | 2012-13 | A | 572 | 64 | 61 | 69  | 71  | 80 | 96 |
|   |      | 2011-12 | A | 533 | 56 | 54 | 72  | 71  | 82 | 97 |
|   |      | 2010-11 | A | 552 | 63 | 72 | 81  | 67  | 73 | 96 |
|   |      | 2009-10 | C | 487 | 68 | 59 | 84  | 29  | 69 | 95 |
| Somerset Academy Elementary (Miramar Campus)        | 5405 | 2013-14 | A | 631 | 86 | 84 | 86  | 71  | 57 | 93 |
|   |      | 2012-13 | A | 605 | 77 | 82 | 70  | 61  | 63 | 93 |
|   |      | 2011-12 | A | 642 | 73 | 80 | 97  | 64  | 62 | 93 |
|   |      | 2010-11 | A | 593 | 86 | 85 | 96  | 53  | 55 | 91 |
|   |      | 2009-10 | A | 579 | 81 | 81 | 94  | 59  | 61 | 93 |
|   |      | 2008-09 | A | 565 | 81 | 78 | 84  | 43  | 57 | 94 |
|   |      | 2007-08 | A | 582 | 75 | 75 | 88  | 55  | 43 | 93 |
|   |      | 2006-07 | B | 502 | 77 | 77 | 100 | 48  | 39 | 91 |
| Somerset Pines Academy                              | 5030 | 2013-14 | B | 572 | 57 | 46 | 58  | 42  | 65 | 61 |
|   |      | 2012-13 | C | 438 | 55 | 46 | 56  | 38  | 59 | 58 |
|   |      | 2011-12 | C | 488 | 63 | 52 | 59  | 51  | 64 | 61 |
|   |      | 2010-11 | C | 463 | 73 | 75 | 68  | 51  | 63 | 62 |
| Somerset Academy Charter School at North Lauderdale | 5003 | 2013-14 | D | 410 | 39 | 29 | 33  | 27  | 97 | 96 |
|   |      | 2012-13 | C | 533 | 48 | 42 | 50  | 45  | 91 | 95 |
|   |      | 2011-12 | C | 542 | 48 | 37 | 75  | 34  | 85 | 96 |
|   |      | 2010-11 | D | 417 | 51 | 52 | 69  | 19  | 81 | 94 |
| Somerset Village Academy                            | 5004 | 2013-14 | C | 458 | 50 | 49 | 29  | 46  | 94 | 90 |
|   |      | 2012-13 | C | 447 | 40 | 45 | 50  | 29  | 89 | 89 |
|   |      | 2011-12 | C | 467 | 35 | 37 | 83  | 27  | 83 | 85 |
|   |      | 2010-11 | C | 453 | 66 | 61 | 67  | 24  | 81 | 80 |
| Somerset Academy (Silver Palms)                     | 0332 | 2013-14 | A | 628 | 67 | 74 | 50  | 43  | 81 | 94 |
|   |      | 2012-13 | A | 623 | 67 | 67 | 61  | 43  | 84 | 94 |
|   |      | 2011-12 | A | 619 | 62 | 55 | 89  | 42  | 82 | 94 |

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 Charter School Application, Submitted Aug 1 2015

|  |      |         |     |     |    |    |     |     |    |    |  |
|--|------|---------|-----|-----|----|----|-----|-----|----|----|--|
| Somerset Academy at Silver Palms               | 4012 | 2013-14 | A   | 618 | 82 | 83 | 64  | 54  | 82 | 97 |  |
|  |      | 2012-13 | B   | 495 | 63 | 57 | 51  | 32  | 85 | 96 |  |
|  |      | 2011-12 | A   | 541 | 60 | 53 | 74  | 50  | 82 | 96 |  |
| Somerset Grace Academy                         | 5008 | 2013-14 | A   | 744 | 89 | 91 | 94  | 92  | 10 | 77 |  |
|  |      | 2012-13 | N/A | 618 | 84 | 78 | 77  | 53  | 4  | 71 |  |
| Somerset Academy (Pompano)                     | 5387 | 2013-14 | F   | 358 | 36 | 22 | 61  | 51  | 81 | 86 |  |
| Somerset Neighborhood School                   | 5021 | 2013-14 | A   | 531 | 71 | 70 | 46  | 56  | 75 | 98 |  |
|  |      | 2012-13 | B   | 495 | 67 | 59 | 40  | 56  | 66 | 98 |  |
|  |      | 2011-12 | A   | 525 | 62 | 58 | 87  | 39  | 60 | 95 |  |
|  |      | 2010-11 |     |     |    |    |     |     |    |    |  |
|  |      | 2009-10 | N/A | 452 | 69 | 75 | 81  | 35  | 66 | 71 |  |
| Somerset Academy Pompano                       | 5388 | 2013-14 | F   | 383 | 33 | 34 | 52  | 17  | 79 | 78 |  |
|  |      | 2012-13 | N/A | 193 | 29 | 24 | 36  | 30  | 78 | 82 |  |
| Somerset Academy                               | 5501 | 2013-14 | F   | 216 | 25 | 15 | 5   | 22  | 55 | 92 |  |
| Somerset Academy Boca East                     | 3413 | 2013-14 | B   | 498 | 75 | 64 | 58  | 56  | 24 | 50 |  |
| Somerset Academy Bay                           | 5062 | 2013-14 | A   | 593 | 84 | 76 | 84  | 79  | 12 | 83 |  |
| Somerset Academy Middle (Miramar Campus)       | 5406 | 2013-14 | A   | 672 | 78 | 83 | 60  | 50  | 65 | 95 |  |
|  |      | 2012-13 | A   | 623 | 76 | 79 | 62  | 42  | 68 | 93 |  |
|  |      | 2011-12 | A   | 696 | 68 | 84 | 90  | 51  | 67 | 94 |  |
|  |      | 2010-11 | A   | 642 | 82 | 88 | 97  | 62  | 55 | 91 |  |
|  |      | 2009-10 | A   | 605 | 77 | 76 | 96  | 46  | 59 | 92 |  |
|  |      | 2008-09 | A   | 610 | 73 | 78 | 100 | 60  | 54 | 89 |  |
|  |      | 2007-08 | A   | 534 | 72 | 64 | 95  | 43  | 46 | 93 |  |
| Somerset Academy Middle School                 | 5151 | 2013-14 | A   | 691 | 78 | 79 | 77  | 66  | 33 | 88 |  |
|  |      | 2012-13 | A   | 674 | 79 | 78 | 74  | 68  | 32 | 89 |  |
|  |      | 2011-12 | A   | 688 | 76 | 76 | 95  | 70  | 38 | 86 |  |
|  |      | 2010-11 | A   | 604 | 83 | 81 | 93  | 61  | 27 | 86 |  |
|  |      | 2009-10 | A   | 606 | 80 | 80 | 93  | 67  | 28 | 79 |  |
|  |      | 2008-09 | A   | 580 | 76 | 80 | 96  | 52  | 21 | 81 |  |
|  |      | 2007-08 | A   | 563 | 74 | 74 | 97  | 52  | 16 | 78 |  |
|  |      | 2006-07 | A   | 539 | 72 | 68 | 94  | 43  | 20 | 79 |  |
|  |      | 2005-06 | A   | 464 | 70 | 71 | 91  | N/A | 17 | 79 |  |
|  |      | 2004-05 | B   | 409 | 60 | 65 | 93  | N/A | 18 | 80 |  |
|  |      | 2003-04 | A   | 413 | 61 | 61 | 87  | N/A | 9  | 76 |  |
| Somerset Academy Village Charter Middle School | 5002 | 2013-14 | C   | 551 | 44 | 45 | 38  | 46  | 91 | 91 |  |
|  |      | 2012-13 | D   | 399 | 43 | 39 | 30  | 37  | 87 | 93 |  |
|  |      | 2011-12 | C   | 439 | 42 | 34 | 75  | 27  | 84 | 82 |  |
|  |      | 2010-11 | C   | 438 | 50 | 39 | 90  | 49  | 87 | 80 |  |
| Somerset Charter Middle School                 | 5441 | 2013-14 | A   | 608 | 61 | 52 | 66  | 39  | 73 | 98 |  |
|  |      | 2012-13 | C   | 497 | 54 | 45 | 52  | 35  | 69 | 98 |  |
|  |      | 2011-12 | B   | 548 | 50 | 49 | 88  | 33  | 67 | 96 |  |

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|  |      |         |     |     |    |     |     |     |    |     |
|--|------|---------|-----|-----|----|-----|-----|-----|----|-----|
|  |      | 2010-11 | A   | 544 | 74 | 52  | 90  | 49  | 79 | 97  |
| Somerset Academy Charter Middle School                   | 6004 | 2013-14 | A   | 724 | 79 | 88  | 64  | 78  | 67 | 91  |
|  |      | 2012-13 | A   | 670 | 75 | 80  | 48  | 54  | 50 | 92  |
|  |      | 2011-12 | A   | 702 | 77 | 73  | 95  | 77  | 54 | 89  |
|  |      | 2010-11 | A   | 575 | 81 | 77  | 79  | 76  | 46 | 87  |
|  |      | 2009-10 | A   | 618 | 83 | 84  | 85  | 45  | 37 | 87  |
|  |      | 2008-09 | A   | 587 | 74 | 75  | 94  | 37  | 46 | 90  |
|  |      | 2007-08 | A   | 557 | 68 | 71  | 95  | 38  | 46 | 90  |
|  |      | 2006-07 | B   | 504 | 77 | 62  | 90  | 34  | 36 | 89  |
|  |      | 2005-06 | A   | 485 | 81 | 74  | 88  | N/A | 32 | 89  |
|  |      | 2004-05 | D   | 282 | 29 | 18  | 81  | N/A | 50 | 92  |
|  |      | 1998-99 |     |     |    |     |     |     |    |     |
| Somerset Academy Charter Middle School (South Homestead) | 6013 | 2013-14 | A   | 619 | 60 | 59  | 60  | 46  | 78 | 84  |
|  |      | 2012-13 | A   | 604 | 66 | 56  | 40  | 60  | 75 | 82  |
|  |      | 2011-12 | B   | 560 | 58 | 47  | 85  | 39  | 72 | 76  |
|  |      | 2010-11 | A   | 591 | 70 | 72  | 89  | 63  | 65 | 77  |
|  |      | 2009-10 | A   | 552 | 67 | 66  | 94  | 15  | 53 | 77  |
|  |      | 2008-09 | N/A | 693 | 90 | 90  | 94  | 39  | 86 | 93  |
| Somerset Academy Middle County Palms                     | 6043 | 2013-14 | A   | 669 | 88 | 77  | 54  | 50  | 64 | 75  |
|  |      | 2012-13 | C   | 491 | 68 | 53  | 51  | 47  | 24 | 63  |
|  |      | 2011-12 | N/A | 418 | 39 | 33  | 77  | 45  | 61 | 61  |
|  |      | 2010-11 |     |     |    |     |     |     |    |     |
|  |      | 2009-10 | N/A | 397 | 55 | 0   | 89  | 39  | 27 | 100 |
| 2008-09  | N/A  | 451     | 60  | 40  | 94 | 39  | 64  | 100 |    |     |
| Somerset Academy Charter Middle School South Miami       | 6053 | 2013-14 | A   | 758 | 91 | 86  | 65  | 80  | 8  | 79  |
|  |      | 2012-13 | A   | 697 | 86 | 76  | 80  | 66  | 18 | 83  |
|  |      | 2011-12 | A   | 656 | 85 | 70  | 100 | 63  | 15 | 82  |
|  |      | 2010-11 | A   | 645 | 93 | 89  | 84  | 47  | 8  | 82  |
|  |      | 2009-10 | N/A | 647 | 91 | 100 | 89  | 39  | 8  | 67  |
| Somerset Academy-Middle, Eagle Campus                    | 1261 | 2013-14 | B   | 560 | 61 | 52  | 73  | 23  | 49 | 93  |
|  |      | 2012-13 | A   | 615 | 59 | 57  | 63  | 17  | 36 | 94  |
|  |      | 2011-12 | B   | 579 | 51 | 50  | 96  | 17  | 35 | 94  |
|  |      | 2010-11 | A   | 558 | 66 | 63  | 86  | 36  | 31 | 92  |
| Somerset Academy at Silver Palms                         | 4012 | 2013-14 | B   | 579 | 72 | 70  | 66  | 58  | 23 | 36  |
|  |      | 2012-13 | B   | 445 | 63 | 57  | 51  | 32  | 85 | 96  |
|  |      | 2011-12 | A   | 541 | 60 | 53  | 74  | 50  | 82 | 96  |
| Somerset Academy Boca Middle School                      | 4041 | 2013-14 | A   | 577 | 77 | 73  | 66  | 53  | 22 | 61  |
| Somerset Academy Hollywood Middle School                 | 5419 | 2013-14 | A   | 535 | 62 | 54  | 65  | 50  | 80 | 80  |
| Somerset Academy Pomapano Middle                         | 5413 | 2013-14 | B   | 508 | 55 | 50  | 65  | 50  | 96 | 91  |
| Somerset Academy Bay Middle School                       | 6128 | 2013-14 | A   | 593 | 84 | 76  | 84  | 79  | 16 | 84  |
| Somerset Academy Charter                                 | 5221 | 2013-14 | A   | 644 | 73 | 84  | 80  | 88  | 40 | 87  |

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|  |      |         |     |     |    |    |     |     |    |    |
|--|------|---------|-----|-----|----|----|-----|-----|----|----|
| High   |      | 2012-13 | A   | 605 | 68 | 79 | 79  | 76  | 36 | 85 |
|  |      | 2011-12 | A   | 591 | 63 | 77 | 94  | N/A | 43 | 83 |
|  |      | 2010-11 | A   | 532 | 59 | 86 | 80  | 41  | 36 | 81 |
|  |      | 2009-10 | A   | 556 | 57 | 85 | 91  | 34  | 36 | 85 |
|  |      | 2008-09 | A   | 529 | 48 | 85 | 83  | 22  | 26 | 82 |
|  |      | 2007-08 | B   | 495 | 50 | 76 | 84  | 17  | 20 | 83 |
|  |      | 2006-07 | C   | 444 | 35 | 66 | 93  | 33  | 21 | 83 |
|  |      | 2005-06 | B   | 408 | 47 | 74 | 94  | N/A | 19 | 83 |
|  |      | 2004-05 | C   | 351 | 35 | 69 | 82  | N/A | 17 | 85 |
|  |      | 2003-04 | N/A | 383 | 35 | 71 | 84  | N/A | 14 | 79 |
| Somerset Arts Conservatory                             | 5396 | 2013-14 | A   | 653 | 86 | 90 | 93  | 87  | 39 | 80 |
|  |      | 2012-13 | A   | 690 | 78 | 92 | 91  | 94  | 37 | 82 |
|  |      | 2011-12 | A   | 628 | 78 | 95 | 100 | N/A | 47 | 82 |
|  |      | 2010-11 | A   | 629 | 75 | 91 | 100 | 62  | 36 | 87 |
|  |      | 2009-10 | A   | 582 | 79 | 88 | 96  | 25  | 22 | 90 |
|  |      | 2008-09 | N/A | 608 | 67 | 96 | 88  | 39  | 15 | 81 |
| Somerset Academy Charter High School                   | 7042 | 2013-14 | A   | 593 | 66 | 81 | 63  | 82  | 78 | 93 |
|  |      | 2012-13 | A   | 580 | 67 | 71 | 71  | 80  | 80 | 94 |
|  |      | 2011-12 | A   | 591 | 46 | 73 | 88  | N/A | 82 | 95 |
|  |      | 2010-11 | A   | 541 | 37 | 93 | 75  | 43  | 81 | 94 |
|  |      | 2009-10 | A   | 538 | 51 | 83 | 87  | 46  | 72 | 94 |
|  |      | 2008-09 | B   | 508 | 49 | 77 | 85  | 33  | 76 | 94 |
|  |      | 2007-08 |     |     |    |    |     |     |    |    |
|  |      | 2006-07 | A   | 594 | 64 | 93 | 83  | 30  | 29 | 90 |
| Somerset Academy Charter High School (Miramar Campus)  | 5007 | 2013-14 | B   | 536 | 50 | 65 | 70  | 67  | 76 | 97 |
|  |      | 2012-13 | B   | 463 | 46 | 52 | 71  | 35  | 73 | 97 |
|  |      | 2011-12 | A   | 461 | 50 | 48 | 95  | N/A | 54 | 94 |
| Somerset Academy Charter High at North Lauderdale      | 5006 | 2013-14 | F   | 409 | 36 | 46 | 58  | 51  | 97 | 96 |
|  |      | 2012-13 | B   | 513 | 34 | 55 | 45  | 56  | 80 | 94 |
|  |      | 2011-12 | F   | 387 | 25 | 26 | 70  | N/A | 73 | 95 |
| Somerset Academy Charter High School (South Homestead) | 7034 | 2013-14 | C   | 461 | 48 | 46 | 76  | 60  | 75 | 80 |
|  |      | 2012-13 | N/A | 567 | 52 | 69 | 62  | 76  | 78 | 76 |
|  |      | 2011-12 | N/A | 467 | 42 | 64 | 85  | N/A | 70 | 85 |
| Somerset Academy Charter High                          | 7038 | 2013-14 | A   | 618 | 73 | 92 | 64  | 79  | 73 | 90 |
|  |      | 2012-13 |     |     |    |    |     |     |    |    |
|  |      | 2011-12 |     |     |    |    |     |     |    |    |
|  |      | 2010-11 |     |     |    |    |     |     |    |    |
|  |      | 2009-10 | N/A | 524 | 38 | 77 | 85  | 34  | 80 | 85 |
| Somerset Eagle High School                             | 1381 | 2013-14 | F   | 317 | 24 | 42 | 67  | 24  | 57 | 95 |
|  |      | 2012-13 | N/A | 554 | 20 | 82 | 69  | 69  | 45 | 86 |
| Somerset Academy Canyons High School                   | 4013 | 2013-14 | B   | 556 | 69 | 87 | 74  | 71  | 27 | 55 |
| College Preparatory Academy of the Treasure Coast      | 0712 | 2013-14 | A   | 581 | 60 | 80 | 56  | 60  | 45 | 53 |
|  |      | 2012-13 | C   | 483 | 45 | 62 | 52  | 63  | 58 | 63 |

## II. EDUCATIONAL PLAN

### Section 1: Mission, Guiding Principles and Purpose

*A. Provide the mission statement for the proposed charter school.*

*The mission statement should, in a few concise sentences, indicate what the school intends to do, for whom and to what degree. A school's mission statement provides the foundation for the entire application.*

#### **The vision of Somerset Academy, Inc**

Somerset Academy is dedicated to providing equitable, high-quality education for all students.

Somerset Academy, Inc. promotes a culture that maximizes student achievement and fosters the development of accountable, 21st century learners in a safe and enriching environment.

To ensure the applicant will continue to achieve the Somerset vision and mission, the School will implement the following:

**The mission at Somerset Academy Vero Beach** is to bilingually foster student achievement by providing a technologically, innovative and challenging educational environment; to develop high academic standards; to instill a sense of compassion and understanding for others, facilitated by a highly qualified staff.

*B. Describe how the school will utilize the guiding principles found in section 1002.33(2)(a), F.S.*

*In accordance with the law, charter schools shall be guided by the following principles:*

- *Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system.*

In accordance with charter legislation, the school will meet high standards of student achievement through implementation of the strategies addressed throughout this application, and summarized as follows:

- Providing a highly rigorous curriculum, infused with effective, proven teaching strategies, that incorporate the Language Arts and Mathematics Florida Standards (LAFS and MAFS) and the respective Next Generation Sunshine State Standards for other subject areas, as applicable with research-based, print/literacy-rich, and technology-infused curriculum initiatives that encourage success for every student;
- Setting clear and measurable expectations for student success while providing ample opportunities for students to have ownership of the learning process;
- Implementing quantitative and qualitative mechanisms to monitor, assess, restructure and improve curriculum and instruction to achieve continuous student improvement annually;
- Providing opportunities for active and genuine involvement of stakeholders (including students, families, teachers, staff, and community partners) within the School in an effort to create richer learning communities that hold all stakeholders accountable for the program's success.

It is anticipated that a standards-based curriculum, proven teaching strategies, and high expectations will benefit students through a systemic approach for teaching the Language Arts and Mathematics Florida Standards (LAFS and MAFS) and the respective Next Generation Sunshine State Standards for other subject areas, as applicable.

Students will earn a positive achievement record as evidenced by student's success on Florida Standards Assessment, other standardized assessments as applicable.

The establishment of the School will provide parents flexibility to choose among, not only diverse educational opportunities within the public school system, but also a high-quality educational option as evidenced by the proven track record of other Somerset schools, including the HP replication school, yielding positive learning outcomes for those students whose parents choose to enroll them.

- *Promote enhanced academic success and financial efficiency by aligning responsibility and accountability.*

The school promotes financial efficiency and will be accountable to its students, their families and other stakeholders, providing a quality education in a responsible, cost-efficient manner. In order to align the plan for academic success with financial efficiency, the School will gather pertinent data relative to its specific student body in opening year and thereafter. Student information will be utilized to establish baseline data on each student for an assessment of academic progress and curriculum provided. The student performance and academic achievement data will be utilized to perpetually set goals that ensure and target continuous student improvement. Baseline data will also be used to determine if each student is reading on grade level. Further data will then be used to determine or benchmark each student's gain in reading for every year spent in the School. The School will provide all parents with sufficient information and data on whether their child is reading at grade level and whether the child gains at least a year's worth of learning in a year's time.

Upon accessing data from the state's accountability reports, the School will measure its own progress in meeting the needs of its student population. On an annual basis, the school will gather varied data to develop a *School Improvement Plan* (SIP) as a method of accountability. This plan will detail specific annual measureable goals (AMO) and respective strategies to achieve academic success, and ensure fiscal efficiency (including discussion by various stakeholders to make budget projections and conduct evaluation of all programming efforts, through the SIP document planning process). As a means for aligning responsibility for student's academic success to financial efficiency, the academic programs that are utilized at the School will be re-evaluated, after the appropriate implementation timeframe, and prior to any contract renewals. Additionally, the school's administration will discuss with the governing board their findings as to whether or not there exists a positive yield of student achievement for the respective investment.

Among other stakeholders, the School will be accountable to its students and their families and will provide a quality education in a cost efficient and responsible manner. By determining and communicating specific responsibilities to its stakeholders - governing board, staff, students, and parents - the SIP plan will serve as a viable vehicle of continuous school-wide academic and financial success.

- *Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.*

The School's students will participate in the statewide assessment program created under s. 1008.22. The school will thereby provide parents with assessment results on a yearly basis for each year their child participates in the state assessment including standards assessment and any other district-based examinations. The Department of Education reports student assessment data pursuant to s. 1008.34(3)(c) and the School will, in turn, report the information to each parent of a student at the charter school, the parent of a child on a waiting list for the charter

school, the district, and the governing board of the charter school as well as publish school results on the School website.

The School will also provide its parents with student performance results from the Interim Assessments with specific information regarding their child's progress and learning gains. This means of communication informs parents whether or not their child is reading at grade level and whether or not their child is gaining a year's worth of learning for each year spent at the School.

Through detailed assessment of academic performance using standardized test scores and other assessments the School will:

- Identify students who are below grade level, at grade level, or above grade level; and communicate this to parents through interim progress reports and parent conferences.
- Identify those students not making adequate progress and institute applicable measures for improvement and communicate the intervention strategies and progress of those interventions as described in Sections 1-5 herein; and
- Report student progress throughout the academic school year via a standards-based means of grade assignment for report cards.

Communication regarding student progress will also occur through interim progress reports and report cards. The school will also host parent conferences, open house meetings, parental workshops, as well as coordinate other appropriate methods of communication with parents/guardians, as necessary.

*C. Describe how the school will meet the prescribed purposes for charter schools found in section 1002.33(2)(b), F.S.*

*In accordance with the law, charter schools shall fulfill the following purposes:*

- *Improve student learning and academic achievement.*

Within a quality-learning environment, the School will utilize a continuous improvement methodology, wherein student assessment results will offer opportunities for differentiated and targeted instruction, leading to consistent and increased student performance and achievement outcomes.

The School will facilitate a rigorous curriculum with a wide range of educational resources within a safe learning environment raising the academic achievement of all its students. To meet this goal, the school commits to:

- Implement a continuous improvement methodology wherein student assessment results offer opportunities for differentiated and targeted instruction tailored to students' individual needs, ensuring consistent increased student achievement outcomes;
- Expect and encourage that all students will realize their highest academic potential, especially in the core subjects of language arts, mathematics, science, social studies and increase mastery in a second language, providing the means for these students to reach their potential;
- Match or surpass the average student academic performance of similar neighboring public schools in all required public accountability tests; and
- Seek out, establish, and maintain sound, mutually beneficial partnerships to encourage and provide a wide array of educational experiences for students to enjoy continued learning opportunities and find relevance in the "real-world" and beyond the immediate classroom.

Further, this academic plan provides a single, comprehensive plan to improve the academic performance of students. Its use requires the ongoing collection and analysis of student performance data, setting of priorities for

program improvements, rigorous use of effective solution strategies, and ongoing monitoring of results. The plan will provide a structured means to improve teaching and learning to meet state content and performance standards, and it is anticipated that the proposed school will be highly effective in improving student learning and academic achievement, as has been the case in the success of its Somerset “sister schools”.

- *Increase learning opportunities for all students, with a special emphasis on low-performing students and reading.*

One of the most important aspects of ensuring the success of low performing students is monitoring their academic progress, and responding to individual learner needs immediately. Emphasis will be placed on low performing students, beginning with identification of those not making adequate progress and/or not demonstrating mastery of Florida Standards, as applicable, evidenced by their previous year’s performance on respective standardized tests and other available assessments. Taking into account the students’ needs and keeping track of their progress on standardized tests, will determine the needs for each individual student. Differentiated instruction methods and other appropriate measures for targeted instruction will then be instituted for these students.

The reading proficiency of students is a fundamental need and basis for assimilation and mastery of all other curriculum to be implemented at the School. As such, implementation of the School District of Indian River County – SDIRC - Comprehensive Research-Based Reading Plan (CRRP) will be instituted, with fidelity, and each teacher will be required to follow the plan. Teachers and staff will have training in and access to instructional materials to reinforce language arts skills. Some of these reinforces include: Structured Independent Reading, Reciprocal Teaching, Read and Retell Learning to Write – Writing to Learn, Vocabulary Development, Accelerated Reader Program, CRISS (Creating Independence through Student-owned Strategies), Book Sharing, to name a few.

Further, the School’s curriculum will serve students of all ability levels and aim for mastery of the Florida Standards/NGSSS-as applicable, for all students. Using data from standardized assessments, and when applicable, respective end of course exams, the School will measure its own progress in meeting the needs of its student population. The school will annually develop measurable learning objectives for each of the core subject areas as well as for the lowest quartile students and to target learning gains, in an effort to goal-set and target student learning and development needs through an annual School Improvement Plan (SIP).

Florida Standards/Next Generation Sunshine State Standards, as applicable, that are not mastered will be identified, and appropriate measures for remediation will be instituted. All student students who do not demonstrate grade level proficiency (e.g. the criteria for the 2014-15 school year is students who scored a 1 or 2 on the FCAT 2.0) as well as those students who have been identified as needing additional support and remediation, will have access to supervised study time and tutoring after school (and possibly on Saturdays, as well) to accelerate their progress. Students with special learning needs will also have access to the additional support as well as those students that are performing at grade level, and would like a similar opportunity to participate in Somerset’s tutoring program, in order to maximize their potential and advance their progress.

- *Encourage the use of innovative learning methods.*

The school’s educational program is aligned to innovative learning methods and established research-based practices that have proven successful in raising student learning and achievement in the replication school. These are derived from 17 years of implementation and refinement from new and veteran educators, innovative board members, and commitment from parents and community partners. The innovation is not in the coursework to achieve mastery of Florida Standards but in the variety of instructional methods used by the teachers to deliver

effective instruction. The innovation lies in the ability to identify great and original ideas as well as best practices of yesterday and tomorrow and put them into practice. Such practices have resulted in heightened qualities and outcomes of teaching and learning. These include but are not limited to innovative practices such as: the integration of state-of-the-art technology in content areas where all students in grades 3 through 5 are provided with a laptop (accounted for in the school's budget); real-world experience via hands-on learning and differentiated instruction to serve diverse learners; the organization's "Pull and Push" Model of instruction; implementation of student-driven creative activities and autonomy for teachers in creative lesson planning; and to further foster relationships amongst all stakeholders (See *Section 3 –Educational Program* for detailed activities and strategies).

While the School will implement the required coursework and curriculum of the School District of Indian River County with fidelity as well as all that is mandated by the state and sponsor for basic curriculum content, the School will not be solely restricted to the required content, and whenever appropriate, will introduce new elements and seek differentiated instruction methodologies for the courses offered. Notwithstanding, the School will maintain a commitment to teach for mastery of the Florida Standards/Next Generation Sunshine State Standards, as applicable.

Additionally, the school offers students with a choice of taking Spanish or Mandarin as a foreign language. Emphasis will be placed on the importance of a bilingual child in the advancing world. Much like the school to be replicated, the focus of this school is to advance the student's intellectual and social development in order to prepare them for a successful middle and high school education.

- *Require the measurement of learning outcomes.*

The School will participate in the statewide assessment program created under s. 1003.43, Florida Statutes and will thereby require the measurement of all learning outcomes. The School will use state standardized assessment scores and district and school-based assessments to measure student progress toward mastery of the Florida Standards and NG-SSS across all grade levels, as applicable. The School will implement the Sponsor's testing calendar and measurements, and frequency of assessments therein, as amended from time to time in accordance with district and/or statewide assessments schedule.

In addition to all required state and district assessments, the school will incorporate other measurement tools, such as teacher-made assessments, computer-assisted assessments, expositions, fairs, and other formal and informal means to measure individual student performance, growth as well as school-wide learning outcomes. Based on these various measurements, teachers will modify their instruction, monitor student progress, select appropriate classroom activities, and use assessment results more effectively. These methods will inform teachers of the effectiveness of their teaching, as well as student learning gains in order to ensure continuous progress.

## Section 2: Target Population and Student Body

*A. Describe the anticipated target population to be served.*

*If applicable, applicants should describe if they will target, in accordance with the law, certain populations defined in section 1002.33(10)(e), F.S.*

The School will be open to children in Kindergarten through 5<sup>th</sup> grade (approximately 5 to 11 years of age) who qualify to attend a traditional public school within the County. The school will be open to students, as described in 1002.33(10) F.S. who submit a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In such case, all applicants shall have an equal chance of being admitted through a random selection process. If the number of applications falls short of the established capacity, supplemental registration periods may be held for the purpose of reaching student capacity (as further described in Section 13 herein).

The school expects to have a racial/ethnic population as well as an English Language Learner (ELL) and Exceptional Student (ESE) population reflective of the surrounding public schools where the school may be located.

| School                           | FRL Rate | Minority Rate |
|----------------------------------|----------|---------------|
| Rosewood Magnet School           | 40%      | 25%           |
| Osceola Magnet School            | 39%      | 32%           |
| Beachland Elementary School      | 40%      | 39%           |
| Citrus Elementary School         | 80%      | 47%           |
| Dodgertown Elementary School     | 83%      | 71%           |
| Vero Beach Elementary School     | 83%      | 62%           |
| Glendale Elementary School       | 77%      | 51%           |
| Indian River Academy             | 88%      | 64%           |
| Liberty Magnet School            | 44%      | 32%           |
| Treasure Coast Elementary School | 69%      | 35%           |
| Gifford Middle School            | 56%      | 46%           |
| Oslo Middle School               | 72%      | 51%           |

The racial makeup of the district was 57.36% White, 16.31% Black or African American, 0.25% Native American, 0.27% Asian, 2.15% from other races, and 3.30% from two or more races. 21.24% of the student population were Hispanic or Latino of any race. One thousand four hundred ninety six (1,496) students are identified as current or former English Language Learners. Sixty-percent of the students are economically disadvantaged (2013-2014 school year Survey 3, Free and Reduced Lunch).

**Admission Policy** - In accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, Section 1000.05(2)(a), the School will not discriminate on the basis of race, ethnicity, national origin, gender, disability, or marital status against a student in its school admission process. An open admissions policy will be implemented wherein the School will be open to any student residing in the County. Any eligible student, as described in Fla.Stat. §1002.33(10), who submits an application (prior to the posted

deadline) shall be considered, unless the number of applications exceeds the capacity of the program, class, grade level, or building. In such case, all applicants shall have an equal chance of being admitted through a random selection process. If the number of applications falls short of the established capacity, supplemental registration periods may be held for the purpose of reaching student capacity.

**Enrollment Preferences** - In accordance with 1002.33(10)(d), F.S. the charter school may give enrollment preference to the following student populations:

1. Students who are siblings of a student enrolled in the charter school.
2. Students who are the children of a member of the governing board of the charter school.
3. Students who are the children of an employee of the charter school.
4. Students who are the children of: An employee of the business partner of a charter school-in-the-workplace established under paragraph (15)(b) or a resident of the municipality in which such charter school is located; or A resident of a municipality that operates a charter school-in-a-municipality pursuant to paragraph (15)(c).
5. Students who have successfully completed a voluntary prekindergarten education program under ss. 1002.51-1002.79 provided by the charter school or the charter school's governing board during the previous year.
6. Students who are the children of an active duty member of any branch of the United States Armed Forces.

**Enrollment Limitation** - In accordance 1002.33(10)(e), F.S. the charter school may limit the enrollment process only to target the following student populations:

1. Students within specific age groups or grade levels.
2. Students considered at risk of dropping out of school or academic failure. Such students shall include exceptional education students.
3. Students enrolling in a charter school-in-the-workplace or charter school-in-a-municipality established pursuant to subsection (15).
4. Students residing within a reasonable distance of the charter school, as described in paragraph (20)(c). Such students shall be subject to a random lottery and to the racial/ethnic balance provisions described in subparagraph (7)(a)8 or any federal provisions that require a school to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the same school district
5. Students articulating from one charter school to another pursuant to an articulation agreement between the charter schools that has been approved by the sponsor.
6. Students living in a development in which a business entity provides the school facility and related property having an appraised value of at least \$10 million to be used as a charter school for the development. Students living in the development shall be entitled to 50 percent of the student stations in the charter school. The students who are eligible for enrollment are subject to a random lottery, the racial/ethnic balance provisions, or any federal provisions.

In accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, Section 1000.05(2)(a) the School will not discriminate on the basis of race, ethnicity, national origin, gender, disability, or marital status against a student in its school admission process. . Somerset Academy Inc. has demonstrated during their 16-year track record, to serve a very diverse population. In that period we have served a high population of minority and low-income families. As of 2014, Somerset Academy Inc. serves 84% minority students and 59% free or reduced students. Our program is versatile and ensures all students receive an equitable education as evidenced by the performance of the Somerset schools across Florida.

In order to meet the federally mandated Desegregation Order, the school will openly market enrollment to the entire district as done in all Somerset Academy schools throughout the network. Per 1002.31 (4) School districts shall adhere to federal desegregation requirements. No controlled open enrollment plan that conflicts with federal desegregation orders shall be implemented by the School.

The school will ensure that transportation is not a barrier to equal access within a reasonable distance of the School, as provided in the Florida's Charter School Legislation. In the case transportation is needed and if the parent advises the School that there is a hardship, and he/she is unable to provide the transportation, the School will provide transportation within a defined reasonable distance.

The School may contract with a private transportation carrier to provide specialized transportation for students with disabilities based on their particular student needs which may be specified in a student's IEP. In such case, the School will work with the Sponsor's Transportation Department and provide the Sponsor the name and information of the private transportation firm to ensure compliance with District regulations. You may refer to *Section 15* for The School's Transportation Plan.

The School will strive to mirror the strategies utilized by Indian River County School District to fulfill minority student ratios and expects the student population at the school to mirror the demographics of neighboring public schools.

- B. Provide the following projection for each year of proposed operation: the grades that the school will serve, the projected number of students to be served in each grade, the number of students expected in each class, and the total number of students enrolled.*

**Students by Grade Enrollment Estimates\***

|              | Year 1     | Year 2     | Year 3     | Year 4     | Year 5     |
|--------------|------------|------------|------------|------------|------------|
| Kindergarten | 71         | 71         | 71         | 71         | 70         |
| 1st Grade    | 71         | 71         | 71         | 71         | 70         |
| 2nd Grade    | 53         | 71         | 71         | 71         | 70         |
| 3rd Grade    | 53         | 53         | 71         | 71         | 70         |
| 4th Grade    | 44         | 65         | 65         | 87         | 85         |
| 5th Grade    | 22         | 43         | 65         | 65         | 85         |
|              | <b>315</b> | <b>375</b> | <b>415</b> | <b>435</b> | <b>450</b> |

\* The numbers provided above are estimates, and may fluctuate within each grade level depending on student enrollment and/or attrition in the respective grade levels.

Grades K-3 up to 18 students per class, Grades 4-5 up to 22 students per class\*

\*The projected number of students per class shall be consistent with those required by Florida Law as applied to charter schools.

- C. Provide a description of how the student population projections were developed.*

The student population projections were based upon the CMO's previous successful experience operating multiple

Somerset Academy elementary school programs throughout Florida, specifically the Somerset Academy South Miami program, the school to be replicated, as well as the demonstrated need in the area for additional choice programs. Somerset Academy South Miami Campus is in its 5<sup>th</sup> year of operation and serves 452 students in grades K-5.

**National Trends:** The latest data on public charter school enrollment demonstrates that public charter schools are the fastest-growing sector of public education nation-wide. A report released by the National Alliance for Public Charter schools in 2013<sup>1</sup> “*A Growing Movement: America’s Largest Charter School,*” depicts how public charter school enrollment has grown by 80 % over the past 5 years. For the fifth straight year 225,000 more students attended charters compared to the previous year. In Florida, charter school enrollment growth hit 203,000 students in 2012, making it four of the 10 fastest growing charter school populations in the nation.

<sup>1</sup>[http://www.publiccharters.org/wp-content/uploads/2014/01/2013-Market-Share-Report-Report\\_20131210T133315.pdf](http://www.publiccharters.org/wp-content/uploads/2014/01/2013-Market-Share-Report-Report_20131210T133315.pdf)

### Section 3: Educational Program Design

*A. Describe the school's daily schedule and annual calendar, including the annual number of days and hours of instructional time.*

The School will follow the annual calendar set forth by the District requiring at least a minimum of 180 days of instruction per calendar year. The daily schedule will be from 8:30 -3:00 pm.

The daily schedule will be based on the state-required daily minutes of instruction for students in grades K-5 as follows:

- **Reading/Language Arts** - In grades K-5, 90 minutes of consecutive, uninterrupted, daily instruction.
- **Interventions** for RtI/MTSS - In grades K-5, a minimum of 30 minutes of uninterrupted, daily, immediate intensive intervention (iii), for Tier 2 students in addition to instruction in the 90- minute reading block. Individual intervention beyond the initial block and iii for students identified through the RtI/MTSS process as Tier 3. Based on RtI/MTSS, time requirements for these students, including students with disabilities, may be modified in art, music and social science. A minimum of 30 minutes of instruction each for art and music and 60 minutes for social science per week will be provided.
- **Writing** - In grades K-5, 150 minutes of weekly writing instruction with a minimum of 30-minute instructional blocks.
- **Mathematics** - In grades K-5, 60 minutes of consecutive, uninterrupted daily instruction
- **Science** - In grades K-1, 60 minutes per week of science instruction. In grades 2-5, 150 minutes per week of science instruction
- **Social Science** - In grades K-1, 60 minutes per week of social science instruction. In grades 2-5, 120 minutes per week of social science instruction
- **Art** – In grades K-1 art instruction will be provided by the classroom teacher through an interdisciplinary model throughout the core subject areas of mathematics, language arts, science, and social science. In grades 2-5, 60 minutes a week of art instruction provided by the art education teacher.
- **Music** - In grades K-1 music instruction will be provided by the classroom teacher through an interdisciplinary model throughout the core subject areas of mathematics, language arts, science, and social science. In grades 2-5, 60 minutes of music instruction provided by the music education teacher every week.
- **World Languages** All Kindergarten through fifth grade students may receive instruction in a Foreign Language for at minimum, the recommended 150 minutes a week in either Spanish or Mandarin Chinese.
- **Recess** - In grades Pre-K through grade 5, 20 minutes twice per week
- **Physical Education** - In grades K-1, 150 minutes of weekly instruction of physical education provided by a teacher. In grades 2-5, 150 minutes of weekly instruction of physical education provided by the physical education teacher.\* (Note: For physical education, per statutory language, time requirements may be modified for students requiring intervention in Tiers 2 and 3 with a minimum of 60 minutes of instruction required per week.

Below is a sample schedule of a second grade teacher from the school being replicated:

# Somerset Academy at SoMi

Teacher: Ms. Guerrero

Grade: 2-

|             |  |  |  |                |  |  |  |
|-------------|--|--|--|----------------|--|--|--|
| 8:30-8:45   |  |  |  |                |  |  |  |
| 8:45-9:00   |  |  |  |                |  |  |  |
| 9:00-9:15   |  |  |  |                |  |  |  |
| 9:15-9:30   |  |  |  |                |  |  |  |
| 9:30-9:45   | <b>Social Studies</b>  |  |  |                |  |  |  |
| 9:45-10:00  |  |  |  |                |  |  |  |
| 10:00-10:15 |  |  |  |                |  |  |  |
| 10:15-10:30 |  |  |  |                |  |  |  |
| 10:30-10:45 |  |  |  |                |  |  |  |
| 10:45-11:00 | <b>Lunch 10:45-11:15</b>   |  |  |                |  |  |  |
| 11:00-11:15 |  |  |  |                |  |  |  |
| 11:15-11:30 | <b>Mandarin/Spanish</b>  |  |  |                |  |  |  |
| 11:30-11:45 |  |  |  |                |  |  |  |
| 11:45-12:00 |  |  |  |                |  |  |  |
| 12:00-12:15 |  |  |  |                |  |  |  |
| 12:15-12:30 | <b>Reading and Writing- 90 Minutes<br/>Uninterrupted and 30 Minutes of Writing</b> |  |  | <b>ART</b>     |  |  |  |
| 12:30-12:45 |  |  |  |                |  |  |  |
| 12:45-1:00  |  |  |  |                |  |  |  |
| 1:00-1:15   |  |  |  |                |  |  |  |
| 1:15-1:30   |  |  |  |                |  |  |  |
| 1:30-1:45   |  |  |  |                |  |  |  |
| 1:45-2:00   |  |  |  |                |  |  |  |
| 2:00-2:15   |  |  |  | <b>Science</b> |  |  |  |
| 2:15-2:30   |  |  |  |                |  |  |  |
| 2:30-2:45   |  |  |  |                |  |  |  |
| 2:45-3:00   |  |  |  |                |  |  |  |
| 3:00-3:15   |  |  |  |                |  |  |  |

Below is a sample of the Daily Routines at Somerset South Miami, the school being replicated. Somerset will work with Somerset Academy representatives to mimic these daily routines and align them to SDIRC requirements to ensure the success of the new school.

| Time  | Routine   |
|---|---|
| BEFORE SCHOOL<br>7:15-8:00                                | <b>Many teachers arrive early to prepare their day. The majority of teachers offer before school tutoring. (VOLUNTARY AND NOT PAID)</b>   |
| 8:00- 8:30 AM   | <b>Students arrive and utilize laptops to access the following educational websites as part of their educational curriculum:</b> <ul style="list-style-type: none"> <li>▪ Reading Plus</li> <li>▪ Mathletics</li> <li>▪ FCAT Science</li> </ul>   |
| 8:30  | <b>Announcements and Homeroom</b>   |
| 8:40<br>THROUGHOUT THE SCHOOL DAY<br>AND THE SCHOOL YEAR. | <b>Instructional Day Begins</b><br><br>Teachers utilize a variety of materials and follow specific guidelines to facilitate learning. <ol style="list-style-type: none"> <li>1. All students in grades 3-5 have an assigned laptop.</li> <li>2. The teachers utilize the Promethean board to teach.</li> <li>3. Teachers also utilize a Document Camera to model note taking, demonstrate labs in a magnified form, or assist in teaching.</li> <li>4. All students are provided with the county aligned textbooks.               <ul style="list-style-type: none"> <li>▪ Math- Go Math</li> <li>▪ Science- Pearson</li> <li>▪ Social Studies- Social Studies Weekly</li> <li>▪ Reading- Houghton Mifflin</li> </ul> </li> </ol> |
| Teacher Happenings Throughout the Year                    | <ul style="list-style-type: none"> <li>▪ All teachers follow the Pacing Guides as set by the county and utilize the Florida Standards to ensure all material is taught.</li> <li>▪ There is one lesson plan format that is followed by all teachers.</li> <li>▪ Teachers are given common time planning to meet daily and weekly to discuss grade level matters.</li> <li>▪ Lesson plans are checked on a weekly basis by grade level chairs.</li> </ul>  |

|                              |   |
|------------------------------|---|
|                              | <ul style="list-style-type: none"> <li>▪ Each teacher is responsible for adhering to their schedule to ensure that students receive the amount of instructional time needed per subject.</li> <li>▪ Students are assessed using county assessments and teacher assessments to track their progress.</li> <li>▪ A data binder is maintained by each homeroom teacher. Students meet with the teacher to discuss progress and areas for improvement.</li> <li>▪ Data meetings are conducted school wide to monitor progress from previous years and target students that need more support.</li> <li>▪ A lead teacher attends meetings to gather information as dispersed by the county to present to the teachers through professional development.</li> </ul> |
| Interventions for Elementary | Throughout the school day, an interventionist pulls out students who need extra support. These students utilize the Media Center to complete Success Maker.   |

**B. Describe the proposed charter school's educational program.**

Somerset Academy Vero Beach will replicate Somerset Academy Elementary South Miami's (#13-2007) educational program design wherein excellence and performance drives the teacher's pedagogical efforts, and their commitment to the students manifests itself in all aspects of the school. The School will offer an elementary school educational program aligned to the Florida Standards (MAFS and LAFS) and NGSSS, as applicable, and tested via high-quality assessments. The School will establish a cohesive approach to instruction by considering curriculum, assessment and teacher support, within a learning community focus. This approach will be personalized and tailored to all students' abilities and needs. Teacher's will deliver instruction to address the new Florida Standards (MAFS and LAFS) and/or NGSSS in the content areas, as adopted by the state, and place emphasis in certain subject matters by employing effective research-based strategies such as hands-on learning, inquiry-based research projects, science experimentation, technology rich environments, CRISS (Creating Independence through Student-owned Strategies), Reciprocal Teaching, and high expectations for all students, to name a few.

As in the replicated school, Somerset will also place a significant focus on technology usage in the classroom and throughout the school. The School understands that technology is a driving force in today's society and current trends lean towards a more technology rich home, work, and school environment therefore technology will be incorporated in the learning process. All teachers will be trained, and students will be guided, to use technology in unique methods to assist in the learning process. The ultimate goal is to maintain traditional and proven effective teaching techniques with modern, innovative contemporary resources.

The School recognizes that there is a growing international interdependence among nations, which demands that

the United States develop citizens with a sound understanding of international and cross-cultural issues and the ability to communicate in more than one language. The School, as in the replicated school, intends to develop students' understanding of international and cross-cultural issues as well as their ability to communicate in more than one language. In alignment with the school's mission, the School will implement Spanish and Mandarin foreign language studies, whichever the student and parent choose, for at minimum, the recommended 150 minutes a week.

The Somerset program is aimed at preparing every child for the demands of the 21<sup>st</sup> Century and the global workforce offering opportunities for every child to reach his/her highest potential as early as Kindergarten. This is done by augmenting the Florida Standards (MAFS and LAFS) and/or NGSSS for the content areas, creating a seamless K-12 curriculum delivered in technology-rich environments, using BEST practices and emphasizing assessment data to differentiate instruction in order to reduce the need for remediation in the later years of each child's educational experience.

The applicant believes:

- Student learning is the primary focus of the school.
- Students learn in a variety of ways and should be given the opportunity to learn with different strategies and techniques.
- Administrators, teachers, staff, parents and community members agree to hold high goals and standards in order for students to achieve success.
- Parents and teachers are partners in the education process.
- The school community is committed to continuous improvement to enable students to become life long learners.

Additionally, the following instructional techniques will be incorporated throughout the curriculum in order to maximize learning and successful attainment of learning objectives:

**Target Tutoring** – The School believes that each student has a distinctive learning style thus said School will use data driven instruction and remediation strategies to target each student's academic need through tailored instruction. Additionally, the School will utilize data to enrich instruction and accelerate learning for students showing potential in specific areas. The School will provide opportunities and tutoring sessions to teach either one individual student or a small "targeted" number with the same instructional needs or potential.

**Differentiated and Standards-Based Instruction** – Teachers will use differentiated instructional strategies that connect with individual students' learning needs. Teachers can target varied learners by providing enriching activities to high performing students and remediation to lower performing students to better meet their specific needs. Teachers will manage instructional time to meet the standards while providing motivating, challenging, and meaningful experiences for students to receive and process information in ways that require differentiation of experience. These instructional practices will include:

- **Direct Instruction (lecturing/modeling):** This technique will be used when teachers need to explain or demonstrate specific content and skills. Explicit, systematic instruction will be based on Florida State Standards (MAFS and LAFS) and/or NGSSS. This instruction is structured and based on mastery learning. Monitoring progress through assessments allows teachers to group students based on ability, leading to further differentiated strategies, which identify students who require additional intervention.
- **Scaffolding:** Based on frequent assessments, teachers will ascertain the current developmental skills of

individual students and provide support structures to help students move to the next level. As the year goes on, students will become more adept at targeted skills and at directing their own learning, thus achieving a certain level of autonomy in the process.

- **Cooperative Learning:** Teachers will guide small group learning sessions to increase communication and team-building skills. These teams of students will be divergently grouped according to ability, interest, background, etc.
- **Inquiry-Based Learning:** Based on the Scientific Method, this student centered strategy will require students to conduct investigations independent of the teacher, unless otherwise directed or guided through the process of discovery. Teachers will use this strategy in developing critical thinking and problem solving skills. There will also be emphasis on developing 21<sup>st</sup> century learners through technology-based instruction via eBooks.
- **Information Processing Strategies** - Teaching students "how to" process information is a key factor in teaching students how to strategically organize, store, retrieve, and apply information presented. Such strategies will include memorization, KWL, reciprocal teaching, graphic organizing, scaffolding, and/or webbing.

**Academic Excellence and Leadership Development** is in the heart of the School's educational philosophy. Accordingly, the School's intellectual focus centers on high academic and behavioral expectations for all students communicated through the Code of Excellence and Code of Student Conduct.

**"Pull and Push" Method of Instruction:** The School will monitor student's academic and emotional progress using a "pull and push" method. Students in need of remediation will be identified and "pulled" and students at grade level will be "pushed" to take challenging curriculum to maximize their potential.

**Home learning policy:** The School expects that all teachers will grade, discuss, and comment on home-learning regularly. Attention will be given to both quality and quantity of home learning projects.

**Horizontally and Vertically Aligned Instructional Teams:** The School will use professional development throughout the school year to allow for common planning and teaching teams, both within grade levels and subject areas. Through professional development activities planned within the school calendar, teachers will have opportunities to reflect on best practices, discuss new research findings, review educational journals, and examine student's body of work. A leadership team will be in place to ensure that horizontal and vertical planning is effective. Such a culture makes it safe for teachers to share universal goals, confront what is and is not working, and transform their own thinking and practice.

**Vertical Alignment** (by department): Courses will be correctly aligned and teachers will be permitted common planning time by within other grade levels. This will permit teachers to quickly assess what students mastered in the preceding grade and focus on building skills and knowledge. This will help teachers avoid unnecessary reviewing and re-teaching, which often consumes valuable teaching time.

**Horizontal Alignment** (by grade level): The School will align lessons to the Florida Standards (MAFS and LAFS) and/or NGSSS in the content areas, as adopted by the state, for each subject and grade level to address specific subject matter. Teachers will follow the same time lines and have common planning schedules. Such alignment is crucial in school systems dealing with state-mandated, standards-based

assessments.

**Teachers Developing Curriculum:** Teachers will play an integral role in the development of core curriculum, maintaining - and exceeding - the highest expectations- in alignment with the Florida Standards (MAFS and LAFS) and/or NGSSS in the content areas, as adopted by the state. Curriculum development will reflect how best to present a core body of knowledge. Teacher participation in curriculum development will also serve to increase their “buy-in” to the pedagogical process

**Changing Teacher Practices:** The School will encourage teachers to be facilitators and providers of opportunities for learning, NOT merely providers of information. Using the differentiated instructional strategies described above, teachers will tailor their instruction and adjust the curriculum to students’ needs rather than expecting students to modify themselves to fit the curriculum.

**Community Partnerships:** Teachers, students, parents and the administration will work together with the Board to identify potential community partners for service learning and other community based initiatives at the School. Additionally the School will provide enrichment activities and community-based initiatives allowing students to interact in social settings with diverse individuals. Currently, many Somerset Academy, Inc. schools are partnered with dozens of local non-profit organizations that are committed to the educational, social, and person growth of our students. At Somerset Academy South Miami, the school bring replicated, giving back to their community is very important to students at Somerset SoMi. Throughout the year, students participated in various community service projects, including *iPads for Soldiers*, *Pennies for Patients*, *Ronald McDonald House*, the *Amigos for Kids Toy Drive*, and the *South Miami Community Center Thanksgiving Drive*.

The school intends to work with charter high schools in the community to expose students to their options following Somerset Academy.

**Parental Involvement** enhances learning when a school encourages parents to stimulate their children's intellectual development. Parental “investment” in a student’s education is crucial to student success, as well as to the advancement of the School’s mission and vision. Parental involvement agreements will encourage parents to contribute a minimum of 30 volunteer hours to ensure their active participation in their child’s education. Parents will receive and sign a parent handbook that outlines the responsibilities they have for their child’s learning and behavior at school and at home. Parental involvement will also be encouraged through (Parent Teacher Student Association) PTSA and other such school commitments. Home-based volunteer projects will be available to parents who are unable to volunteer on-site due to work or family constraints.

**Service Learning:** Teachers will engage students in service learning projects that start in the classroom and extend beyond it, encouraging responsible, caring participation in the local environment and in the wider world. Service-learning activities will be embedded in academic courses (Language Arts, Writing, Math, Science, Social Studies, Foreign Language) to achieve the existing course objectives and to help students meet grade level standards.

**C. Explain how the educational program aligns with the school’s mission.**

The School’s educational program is in direct alignment with the school’s mission, and moreover supports and facilitates its implementation. The School’s philosophy is built on a set of beliefs and values and these serve as the

impetus for all student performance and achievement goals and objectives. The educational philosophy and approach are appropriate and likely to result in improved educational performance as proven by the results of the school being replicated.

In accordance with its mission, the School will promote a unique educational program that strives to create bilingual, bi-literate, and bi-cultural students prepared for success in a global society. The study of Spanish/Mandarin as a second language is partnered with a challenging curriculum and enhanced by dedicated teachers committed to serving the needs of all students. The use of innovative instructional methods and techniques will be encouraged, ensuring curriculum is effectively taught, even to students with varied learning styles.

Through a sustained commitment to the program on behalf of the Applicant, students will benefit and have positive academic learning outcomes. In turn, the School will maintain:

- high expectations for students and teachers, through delivery of an advanced academic curriculum infused with a target language literacy;
- A robust bilingual and culturally inquisitive curriculum aimed at the mastery of Florida Standards/ NGSSS, as applicable.
- personalized and differentiated instruction and/or targeted tutoring to ensure student's success; and a
- parental involvement obligation that builds the home school relationship and encourages a partnership between parents and the school,

Further, students will understand and appreciate their learning styles; accommodate, plan, and monitor their learning, kindling a desire and fostering ability for lifelong learning. The aforementioned concepts are embodied in the school program and serve as a vehicle to increase learning opportunities with special effort made to help all students, including those labeled low performing students, have success and consistent learning gains thereby engaging in a cycle of continuous improvement.

*D. Explain how the services the school will provide to the target population will help them attain the Next Generation Sunshine State Standards, as required by section 1002.33, F.S.*

In order to ensure that all of our learners are reached, programs ranging from technology, to one-on-one interventions will be implemented as they have been in the existing school to be replicated. The school's stakeholders understand and appreciate that all students are individually talented and therefore strive to provide quality services for Students with Disabilities and for English Language Learners.

In order to support delivery of a high quality program that implements research-based strategies and innovations to raise student achievement, the School will have the following processes in place:

- Continuous review of curriculum to ensure a year's worth of learning of all state benchmarks research-based instructional practices;
- Differentiated instruction to suit varied learning styles;
- Integration of technology across all major disciplines;
- School Improvement Plan (SIP) process as a quality assurance and continuous improvement tool;
- Assessment data utilized to make instructional decisions and plan interventions;
- Ongoing professional development throughout the school year;
- Targeted interventions for struggling readers and students performing below grade level (Rti/MTSS Framework)

The school's educational program is contingent upon on state-adopted research-based instructional materials, aligned to the newly adopted Florida Standards and NG-SSS, coupled with high-yield educational strategies to improve student achievement. Therefore, the implementation of this program, with fidelity to all practices and standards described herein, will help all students to attain mastery of state standards.

**E. Describe the applicant's capacity to replicate an existing school design.**

***The capacity to replicate can be demonstrated by providing credible and well-defined strategies for replication, including the financial and human resources necessary to replicate the design.***

Somerset Academy, Inc. is a Florida not-for-profit educational institution with a proven sixteen year track record of successful development and operation of thirty high-performing charter schools serving over 15,000 students in Pre-K through 12<sup>th</sup> grade in Miami Dade, Broward, Palm Beach, St. Lucie and Duval counties as well as in San Antonio, TX, Washington D.C. and Nevada. The institution and its board of directors have over a decade of experience in charter school operations and management and oversight of public funds.

Somerset Academy has developed a multi-tier system (management, instruction, assessment and professional development) that has achieved increased performance across all student populations and subgroups as evidenced by their academic performance over the past 16 years. Somerset Academy has been able to implement unique and innovative strategies aimed at student achievement and have proven these strategies to be successful with all student populations, including ELL and Special Education students, as well as those entering the school below grade level. The results on standardized exams and learning gains, especially in mathematics, have proven its success.

The governing board of the School is comprised of the same individuals responsible for the operation of the existing Somerset schools. These highly experienced professionals, possess the expertise in the areas of curriculum, assessment, finance, law, school management and governance to be able to replicate the existing design. Somerset Academy, Inc. has financial and human resources available to replicate a high quality model, the ownership of the existing school design, and most importantly has a proven track record of success in replicating the design. These factors all support Somerset's capacity to replicate the existing school design.

Strategies for replication of the existing design are fully detailed in the sections referenced below. These include, but are not limited to, the following:

- Implementing the same instructional methodology of the existing program (*Section 3-4*)
- Adopting the research-based educational concept for the existing program (*Sections 3-4*)
- Utilizing the team of experts at the school to be replicated and throughout the Somerset network (who have ownership of the Somerset educational program) as consultants and mentors who continuously provide training to the proposed school's administrators, faculty and staff (*Sections 9 and 11*)
- Adopting common expectations of student behavior and parental involvement (*Section 8*)
- Adopting common Professional Policies and Standards for staff (*Section 10 and 12*)
- Implementing the policies for financial management and oversight proven effective in the existing schools (*Section 18*)
- Providing ongoing communication, training, and support for the school's changing operational needs (*Section 9, 10 and 12*)

Additionally, in order to accurately reflect and commit to replicating the educational programming at Somerset, which is being implemented at the HP school to be replicated; the applicant has committed to employ the following actions:

- Involve the HP school's leadership team in the application and planning processes of the school;
- Assign the High Performing School Site administrator as a mentor to the Somerset principal, to assist with planning and first, and second year implementation of the program. The mentor will be available to meet with the principal frequently and on an as-needed basis for support, mentoring, and coaching services via teleconference, video conference, on-site visits, etc.
- Appoint the HP School site administrator to the interview committee that will select the Somerset principal;
- Guarantee Somerset meets all five AdvancEd/Southern Association Colleges and Schools-Council on Accreditation and School Improvement (SACS-CASI) Standards for schools; and
- Ensure support is provided from not only the replicated school but also from all Somerset schools within the entire network wherein all other leaders serve as mentors to new administrators and everyone shares ownership and accountability in maintaining the thriving, financially viable and academically high performing network of charter schools.

### **The Somerset System**

Somerset has taken advantage of technology in order to link Somerset schools and leaders throughout the country. What makes Somerset Academy, Inc. extraordinary is that there is always a follow-up with personal interaction by the President\*, Vice President\*, Executive Director of Education\*, Governing Board Chairperson, board members, and any other parties that can assist in the development and success of each of the schools. \*salaries for these individuals covered by the entity, not the proposed school.

Somerset bridges all the schools together through scheduled leadership telephone chats, use of Somerset Docs, and Somerset programs, such as New Teacher Academy, Professional Development, Coaches Meetings, Principal Leadership Program, Retreats, Conferences, and site-visits. There is always time for the Somerset Inc. Executive Director of Education or one of her fellow leadership colleagues to visit a new or existing Somerset to assist with whatever is needed no matter how near or far. The Education Service Provider, at the request of the board, may also send out experts to lend a hand and to support school initiatives. No Somerset leader ever feels that they are alone. The Executive Director of Education visits each school and performs campus reviews along with the organizations President and Vice President, are assisting with campus reviews to ensure all schools receive the necessary support.

Also bridging the Somerset schools together is the governing board. Although, different states and/or Sponsors (LEA)'s may have different requirements, Somerset ensures that all Somerset's receive the same level of support and guidance.

Many times, already established schools have reached out to Somerset for assistance with educational programming and best practices. They join in with their fellow Somerset colleagues on chats, conferences, professional development, Somerset docs and more. They have access to all of the effective practices and ideology of Somerset. Somerset leaders visit sister schools to observe, share and learn the Somerset educational effective practices. It is truly a collegiate and collaborative group of professionals that make the system work and be successful.

The Somerset district website (<http://www.somersetacademyschools.com>) emphasizes the District's vision, purpose and core principles. From the District website, each individual school's website is accessible to the stakeholders as a means to communicate individual school's programs, services and performance. This website serves as the main

source of information for our stakeholders to help them in choosing the best educational path for their child and assuring that their needs are met. In addition, through our governing board meetings, each school presents updates and issues specific to their school. In order to enhance and communicate the vision and purpose, we develop partnerships with surrounding community businesses. Additionally, our District communicates each school's success through advertisements, newsletters, media releases, etc.

Through membership with state and national charter school associations and via attendance at state and national charter school leadership conferences, the school administration and governing board network and collaboratively share with other schools best practices for increased student achievement. These high standards are discussed at ongoing principal meetings and mini-conferences for administrators and instructors that are sponsored by the governing board on employee planning days.

## Section 4: Curriculum Plan

### A. Describe the school's curriculum in the core academic areas, illustrating how it will prepare students to achieve the Next Generation Sunshine State Standards.

The School will seek to expand each student's foundation in each core subject and to build upon the preceding acquired knowledge base in each succeeding grade level, always moving forward, to ensure the student builds capacity and is not only college bound but also college ready. Like all other Somerset Schools, the School will instill a pre-college mindset, ensuring their success now and preparing them to be ready for the next level. Somerset begins to lay the foundation for this mindset as early as elementary.

The School's curriculum will focus on clear and measurable expectations for student learning and will address the subject areas of Reading/Language Arts, Mathematics, Social Science, Science, Foreign Language, Music, Art, Life Skills, Character, and Computer Education. In addition to the core curriculum, curriculum on Anti-bullying, sexting, and internet safety will be incorporated.

Somerset schools meet high standards of student achievement through the delivery of a rigorous and relevant curriculum with emphasis on mastery of benchmarks aligned to the Florida Standards in ELA and Mathematics, literacy standards for science and social sciences and the Florida NG-SSS, as applicable to course and grade level. Somerset provides all students with a core curriculum of English/language arts (ELA), mathematics, social studies, science and a rich array of specials/electives in fine arts, physical education, and world languages, in this case Mandarin and Spanish, curricula. Units of instruction within and across all grade levels provide a vertically articulated curriculum framework that scaffolds the skills and knowledge required for success and concomitantly provides teachers with continuous feedback on student progress.

At the elementary level, Somerset's curriculum provides a solid academic foundation for students to have success at subsequent levels. Cognitive science research in mathematics and reading underscores the emphasis on meaning and understanding, beginning in the early elementary grades. Thus, much of the curriculum is centered on this approach as well as remediation when necessary. Instruction emphasizes developmental learning while providing differentiated strategies (supports and interventions for struggling students and students with special needs as well as enrichment for advanced learners). The curriculum will continuously reflect high quality instruction and implement research based strategies, innovations and activities that facilitate achievement for all students.

The School will implement the School District of Indian River County *Student Progression Plan\** as a vehicle to guide the progression and implementation of the curriculum to be taught and in the manner described herein this petition. Additionally, the School will adopt researched-based district/state-approved instructional materials and *Curriculum Pacing Guides*, if available, or will align the state adopted textbook to serve as the basis and provide the timeline for instruction and to ensure the course material is taught sequentially, consistently and in a challenging format.

The school will have the following processes in place to support the delivery of the curriculum:

- continuous review of curriculum to ensure a year's worth of learning of identified benchmarks;
- research-based instructional practices (i.e., Breaking Ranks II), which is based on "Rigor, Relevance and Relationships";
  - collaborative leadership: professional learning communities, shared leadership, and student and staff leadership development;

- personalization: attention to all students, mentoring, and school/community connections;
- curriculum, instruction and assessment: providing access to rigorous coursework, utilizing differentiated instruction techniques and using multiple assessments for data-driven decision making;
- principal evaluation through daily classroom walkthroughs (principal is expected to have strong awareness that all teachers are utilizing the best practices and implementing the instructional initiatives with fidelity);
- The School Improvement Plan (SIP) will be used as a quality assurance tool to ensure that the curriculum goals are being accomplished;
- assessment data utilized to make instructional decisions and plan interventions;
- weekly grade level and monthly staff meetings;
- ongoing professional development workshops related to student learning and teacher's instruction;
- before and/or afterschool tutoring for remediation and acceleration for students not demonstrating grade level proficiency;
- targeted interventions for struggling readers and students performing below grade level;
- integration of long-term thematic projects across the curriculum;
- multiple ELL and SPED strategies utilized across the curriculum;
- focus on differentiated instruction for varied learning styles; and
- integration of technology across all major disciplines.

The School's curriculum will require students to interact with each other, apply curriculum to real-life situations, and use a variety of technological tools beyond the classroom. Teachers will incorporate various teaching strategies to accommodate all learning styles. In accommodating individual learning styles and needs the School's curriculum incorporates the following instructional practices:

- Interdisciplinary Connections - Curricular decisions will be guided by the aim of student mastery and achievement rather than by an effort merely to cover content. As teachers build on interdisciplinary connections, students naturally begin to link information between and among courses, increasing the relevancy of skills and content in such courses.
- Vertical and Horizontal Teaming: Horizontal and Vertical Teams exist throughout the School and also throughout the Somerset System, creating opportunities for success in every classroom, because both grade-level and content-area teams work together to align curriculum and instruction and informed continuously by assessment results. The PLCs provide opportunities within the School to engage multiple teaming patterns. For example, PLCs by grade level and PLCs across-disciplinary teams work collaboratively to plan and implement standards-based instruction and connections across content areas, respectively. To further illustrate, in-school curriculum council meets across disciplines, while another active PLC meets by subject area.
- Differentiated and Standards-Based Instruction – The School's ultimate goal is to provide a learning environment that will maximize the potential for student success. Teachers will use differentiated instructional strategies that connect with individual student's learning needs. Teachers will manage instructional time to meet the standards while providing motivating, challenging, and meaningful experiences for students to receive and process information in ways that require differentiation of experience. These instructional practices will include:
  - Direct Instruction (lecturing/modeling): this methodology will be used when teachers need to explain or demonstrate specific content and skills. Explicit, systematic instruction will be based on the MAFS, LAFS and/or NGSSS, as applicable. This instruction is structured and based on mastery learning. Frequent Curriculum-based assessments help place students in ability groups for further differentiated strategies and identify students who require additional intervention.

- Scaffolding - Teachers will identify the current developmental skills of individual students based on assessments and provide support structures to help students move to the next level. As the year goes on, the student becomes more adept at skills and at directing his or her learning, becoming more autonomous.
  - Cooperative Learning – Teachers will guide small-group learning, to increase communication and team-building skills. It is based on grouping small teams of students heterogeneously according to ability, interest, background, etc. Some Cooperative learning activities will include Jigsaw II, STAD-Student Teams, or Group Investigation.
  - Inquiry-Based Learning - Based on the scientific method, this student-centered strategy will require students to conduct investigations independent of the teacher, unless otherwise directed or guided through the process of discovery. Teachers will use this strategy in developing critical thinking and problem solving skills.
  - Information Processing Strategies - Teaching students "how to" process information is a key factor in teaching students how to strategically organize, store, retrieve, and apply information presented. Such strategies will include memorization, KWL, reciprocal teaching, graphic organizing, scaffolding, and webbing.
- Behavior Management – We believe that both teachers and students need to be provided with a consistent behavior management system so that maximum time can be spent teaching and learning. Inappropriate behaviors that interfere with the learning process and the expectations set for character development can be reduced and ultimately extinguished through consistent, best practice behavior management techniques. Behavior management based on a positive reward/point system will be in place in all classrooms from the beginning of the first year of operation. Pre-service and in-service training will be required of all teachers. Each teacher, then, will be given the opportunity to implement her/his own behavior management techniques in their respective classrooms. The ultimate goal will be to remove these systems from the classrooms, based on the theory that appropriate behaviors will be internalized and external reward systems will no longer be necessary.
  - Accountability - Teachers at the School are required to document instruction of the Language Arts and Mathematics Florida Standards (LAFS and MAFS), Standards for Mathematical Practice; the content area literacy standards, as applicable, and the Next Generation State Standards for the other subject areas, as applicable. In addition, teachers will document ELL and SPED strategies in their daily lesson plans, as well as records of weekly and monthly thematic unit plans. Lesson plans identify specific objectives taught and benchmarks met. Furthermore, teachers are required to maintain a common board configuration in all classes and will be monitored and supported by the administrative team during daily walkthroughs. Lesson plans will be checked weekly and the Principal and admin team member(s) will conduct a daily walk through to ensure that curricular objectives are being taught in accordance with what is documented in each teacher's lesson plan book, respectively.

The School will adopt the SDIRC Digital Classroom Plan. Accordingly, the school has allocated funds in its projected budget for technology and digital instructional materials. The school commits to use digital state-adopted materials in accordance with the district's adoption and as approved by the district/state for use in 2016. The school has appropriately budgeted for Digital classroom materials as evidenced in Appendix B.

The District's plan which the school will implement will consider those recommendations by the FLDOE work group which include, but are not limited to:

- Establish programs to reach an ultimate goal of a 1:1 ratio of devices to students by lease or purchase (Bring

Your Own Device BYOD Programs, lease programs, etc.);

- Examination of the appropriateness and uniformity of Bring Your Own Device options;
- Policies and specifications for minimum requirements for devices and digital content and internet safety;
- Development of an appropriate digital curriculum first and then obtain the device which best delivers the curriculum;
- Using existing resources, including Virtual School content and vetted free digital materials (such as Kahn Academy lessons and CK-12 Foundation resources);
- Accommodations to create equal opportunity for all students to access instructional content, utilizing options such as: Assistance programs to help families that cannot currently afford internet service; and The loading of necessary resources on a student device for accessibility when an internet connection is unavailable.
- On-going differentiated professional development for educators, including administrators, ranging from teacher/administrator education programs to new teachers/administrators.
- Establishment of optimum infrastructure guidelines to support digital access\*

The school will also ensure that network infrastructure will include both wired and wireless infrastructure to support the classrooms and meeting areas such as the media center, cafeteria and outside areas in order for the students to access the instructional resources across the entire school facility. Equipment such as access points, controllers, switches, routers, etc. will to be optimized and strategically planned to ensure proper connectivity for students and staff.

The following is an overview of the core curriculum program and projected courses and description of the content that will be offered in each of the core subject areas.

### Reading/Language Arts

(Reading Curriculum is described in detail in question C. below)

The following resources and strategies may be used in the delivery of the Reading and Language Arts Curriculum:

| Grades | Reading  | Writing/LA         |
|--------|--|--------------------|
| K-2    | Harcourt StoryTown<br>Harcourt (Core Companion)<br>Triumphs<br>Daily Five<br>Wilson Foundations    | 6 Traits, 4 Square |
| 3-5    | Harcourt Storytown<br>Harcourt (Core Companion)<br>Reading Plus<br>Triumphs<br>Elements of Reading | 6 Traits           |

The Reading/Language Arts program includes strategies for students reading at grade level or higher, as well as for students who are reading below grade level. It is expected that students will master reading, writing, and verbal skills through continuous infusion of reading skills in all subject areas. The program emphasizes critical and creative thinking skills through instruction aligned to the Florida Standards. Lessons will be based on broad topics covering

the reading process, literary analysis, the writing process, communication, information and media literacy.

At the completion of the year, students will have achieved a year's worth of learning by mastering, at minimum, the objectives and concepts aligned to the Florida Standards for Reading and Language Arts. The school will also include a strong language arts component with teachers using oral book lectures, poetry readings, roundtable discussions of novels, and creative and individualized writing instruction.

The School will implement the Sponsor's state-approved *Comprehensive Research-Based Reading Plan (CRRP)*, as established by the FL-DOE in the instruction of Reading. The School plans to use state-approved instructional materials, including digital software and multimedia in the instruction of Reading/Language Arts. The school commits to use these or other digital state-adopted materials in accordance with the district's adoption for 2015 and as approved by the district/state for use by the charter school.

The **Triumphs Program** is an addition to the Core reading program. Triumphs is used as an intervention program for the students that are not working on grade level. The program consists of below level readers, letter tiles, word cards, a teacher's manual, and whiteboards for small groups. Triumphs is an approved program for the teachers to use as a Response to Intervention (RTI).

**Daily Five**- Daily Five is a structured literacy framework designed to help students develop the daily habits of reading, writing, and working with peers. The Daily Five incorporates the following strategies: Read to Self, Read to Someone, Listen to Reading, Work on Writing and Word Work. Through the use of Daily Five, the following core foundations emerge: trusting students, providing choice, nurturing community, creating a sense of urgency, building stamina and staying out of student's way once routines are established. Daily Five will lead to a lifetime of independent literacy.

**Jan Richardson's Guided Reading**- Teachers are trained to incorporate Jan Richardson's Guided Reading plans into their daily small literacy groups. Teachers create literacy groups based on the results from the Developmental Reading Assessment (DRA). Jan Richardson's Guided Reading program provides specific skills and strategies for teachers to use for each lesson. These skills include: making words, picture sorts, elkonin boxes, analogy charts, and guided writing. Jan Richardson created lesson plans based on student's individual levels.

**Reading Plus**- Reading Plus is a computer-based program used by students in grades 3-8. Reading Plus monitors student's silent reading skills. The Florida Standards are incorporated into the Reading Plus lessons. Reading Plus is a researched based program that has been proven to increase reading levels and test scores.

**Book of the Month** - The Language Arts Department will promote a new book every month that we will celebrate as Book of the Month. The title of the Book of the Month will be posted in the school office and serve as a vehicle for cross-curricular educational projects.

### Writing

The following resources and strategies will be used in the delivery of the Writing Curriculum:

| <b>Grades</b> | <b>Writing</b>     |
|---------------|--------------------|
| <b>K-2</b>    | 6 Traits, 4 Square |
| <b>3-5</b>    | 6 Traits           |

All students will be required to write on a daily basis across the curriculum (i.e. Informative, Persuasive, and Creative Writing). Each class will be responsible for an ongoing writing project that is appropriate to each grade level beginning in Kindergarten. The ongoing writing strategies such as Prewriting (LA.5.3.1), Drafting (LA.5.3.2), Revising (LA.5.3.3), Editing for Language Conventions (LA.5.3.4) and Publishing (LA.5.3.5.1) will help develop effective writers and enhance student performance on District and State writing assessments. Writing will also be stressed throughout the curriculum through projects such as daily journal entries and a school newspaper. The use of technology in the writing process further enhances the program, as students publish their work. Writing before, during, and after the main story selection from the state adopted instructional materials will provide systematic, explicit writing instruction and ample practice in spelling, grammar, usage, and mechanics daily.

To that end, all students will also be required to write across the curriculum on a daily basis. Additionally, there will be an emphasis on the writing process, amongst all grade levels. A writing journal will be required for all students. Each class will be responsible for an on-going writing project that is embedded within the thematic unit of study. The use of technology in the writing process will enhance the program, as students publish their work.

**Six Traits of Writing K-5** - Six-Traits Writing Model is used to help students recognize characteristics or “traits” of effective writing. When a student can recognize and copy each trait, better writing is the result. There are six such traits for good writing:

- Ideas and Content
- Organization
- Voice
- Word Choice
- Sentence Fluency
- Conventions

The Six-trait Model for Writing Instruction and Assessment has an easy-to-understand, practical vocabulary that can be adapted to fit K-5 students and a variety of modes/genres of writing. Traits are usually introduced one at a time to the student. Typically one trait is taught and practiced over a month long process. Conventions (capitalization, spelling, word usage, grammar and punctuation), however, is a trait that begins at the start of the school year and continues through to the end of school.

Additionally, Six Traits uses a rubric to evaluate the strengths of each trait. These are infused into the writing curriculum as the trait is learned and practiced to provide feedback to the students. Six Trait rubrics and state rubrics are used together to strengthen the writing process and provide feedback.

The Six Traits model will be used in Writing Across the Curriculum activities. Posters regarding the traits will be placed in all rooms as a reminder to the students that writing standards will be upheld. The advantages of the knowing Six Traits will then apply across the curriculum.

**4 Square** - Four-square writing is a method of teaching basic writing skills to students in grades K-2 that is applicable across grade levels and curriculum areas. It can be applied for the narrative, descriptive, expository and persuasive forms of writing.

Prewriting and organizational skills are taught through the use of a graphic organizer. This visual and kinesthetic aid is employed to focus writing, to provide detail and to enhance word choice. The visual organizers help students to conceptualize, understand, and structure a piece of written discourse successfully.

## Mathematics

Teachers will be expected to use the Florida Standards as the framework for developing lesson plans . **The Florida Standards** describe the mathematical skills and concepts all students need for success in college and careers and are organized by grade level.

**The Standards for Mathematical Practice** describe the characteristics of mathematically proficient students. These standards describe how students should use mathematics and provide a mechanism through which students engage with and learn mathematics.

Mathematical Practices:

1. Make sense of problems and persevere in solving them.
2. Reason abstractly and quantitatively.
3. Construct viable arguments and critique the reasoning for of others.
4. Model with Mathematics.
5. Use appropriate tools strategically.
6. Attend to precision.
7. Look for and make use of structure.
8. Look for and express regularity in repeated reasoning.

The Standards for Mathematical Practice remain the same at each grade level, however, students will engage with and master new and more advanced mathematical ideas as they progress through each grade level. Accordingly, the Practice Standards will be taught and practiced in conjunction with the Content Standards at each grade level.

The following resources and strategies will be used in the delivery of the Mathematics Curriculum:

| <u>Grades</u> | <u>Math</u>                                 |
|---------------|---|
| <b>K-2</b>    | Go Math/Mountain<br>Math<br><b>Math IXL</b> |
| <b>3-5</b>    | Go Math/Mountain<br>Math<br><b>Math IXL</b> |

The School will develop students understanding of mathematical concepts as well as their ability to engage mathematics to reason, communicate, and problem solve making them able to remain competitive in an ever changing, fast-paced and technology-rich society. The cultivation of these skills will help students develop numerical literacy, wherein they will have acquired the mathematical knowledge, problem solving ability, and communication skills required to excel at or above grade level expectations.

The School will provide quality instruction, high expectations, and consistent standards-based instruction for all students. The content will be challenging for all students and based on the assumption that all students can achieve high standards if given stimulating opportunities and differentiated instructional support to learn. The School will also infuse literature and technology into Mathematics instruction. This will provide for reinforcement of mathematical terminology, real world applications of mathematical concepts, and organization/visualization of

mathematical concepts (e.g. word walls, journals for hypothesizing and/or subsequent reflection of mathematical conclusions, graphing software, interactive white boards, to name a few.)

The School plans to use state-approved instructional materials, including digital software and multimedia in the instruction of Mathematics. The school commits to use these or other digital state-adopted materials in accordance with the district's adoption for 2016 and as approved by the district/state for use by the charter school.

The following resources and strategies may be used in the delivery of the Mathematics Curriculum:

**Go Math-** Houghton Mifflin Harcourt published the Go Math series based on the Florida Standards. Go Math provides the teachers with multiple resources to ensure that all students are meeting the state requirements for math. These resources include: Grab and Go Math Centers, access to ThinkCentral a technology resource, trade books focusing on math, intervention books for students working below level, enrichment books, hands on activities, assessments and an online Soar to Success program.

**Mountain Math-**Mountain Math is a year-round and reusable bulletin board. It is a review program that supplements the current classroom curriculum. Mountain Math is used to aid in review and retention of previously taught concepts. Teachers in grades K-5 will incorporate Mountain Math into their daily math routine.

**Math IXL-** Math IXL is a computer based program that allows teachers and parents to monitor students and motivate them through interactive games in guided practice questions. Math IXL is aligned to the Florida Standards. The Math IXL program assesses student performance on each standard and provides immediate feedback to the teachers. Teachers are able to generate reports on individual students or classes. The School will utilize Math IXL in grades K-8. Test results prove that IXL is beneficial to student success.

### **Math Intervention Program**

**MathSteps** is an intervention program for students in kindergarten through middle school, reflecting current and confirmed research in the area of direct instruction and experimental research.

The program was developed following 10 years of research involving roughly 90,000 elementary school students, 35,000 junior high school students, and 3,400 teachers in Flint, Michigan. The teaching approaches, amounts and kinds of practice, and assessment tools presently in **MathSteps** are directly linked to the approaches and materials prototypes that produced the most growth in preliminary studies.

When the study was initiated, some 45,000 elementary and secondary school children in Flint, Michigan were an average of one full year below national norms in mathematics as measured by the Science Research Associates Arithmetic Test Battery. Although getting school children to add, subtract, multiply, and divide is recognized as a perplexing national education problem, the Flint school system sought to reverse the local-area trend in an effort to raise its elementary school achievement.

Math educator Dr. Bryce R. Shaw was engaged to develop a program for individual students, classes, and the entire school system to establish accountability and to halt the declining skills level of most students. The materials in this program—later renamed **MathSteps**—were designed to supplement the existing instructional programs in the schools, and to fit into the multiple instruction organizations with minimal in-service teacher training.

## Science

The School will deliver a science curriculum that will prepare students to achieve mastery of Science NGSSS. NGSSS will provide content standards and will ensure wide reading from complex texts, provide opportunity for emphasis on text-specific complex questions, and give emphasis on student supporting answers based upon evidence from text, and provide extensive research and writing opportunities throughout each of the science courses.

Moreover, students will participate in weekly hands-on science investigations, exposing students to the scientific process and scientific thinking.

| <u>Grades</u> | <u>Science</u>          |
|---------------|-------------------------|
| <b>K-2</b>    | Fusion<br>Think Central |
| <b>3-5</b>    | Fusion<br>Think Central |

The School plans to use state-approved instructional materials, including digital software and multimedia in the instruction of Science. The school commits to use these or other digital state-adopted materials in accordance with the district's adoption for 2016 and as approved by the district/state for use by the charter school.

The Science curriculum will prepare students to achieve the NGSSS by incorporating an inquiry based approach to learning of the central science themes: matter and energy, force and motion, earth and space, processes of life, and the scientific method. In addition, supplemental materials such as *Science Weekly* and/or other comparable scientific magazines may be used. Teachers will utilize the NGSSS while incorporating assessment test item specifications in their daily lesson plans. Moreover, students will participate in weekly hands-on science investigations, exposing students to the scientific process and scientific thinking. In grades 4-5, students will be encouraged to participate in Science Clubs where they will be able to explore and investigate the steps to the scientific method.

Teachers will be encouraged to engage students through the following ways:

- Quantitative and qualitative observations
- Investigation of thoughtful questions
- Design and conduct experiments and other types of investigations
- Collect and organize data
- Make logical predictions and offer reasonable explanations
- Explore possible conclusions
- Communicate their understanding

Additional Science instructional materials will be gathered for lesson plans using the following resources:

- Florida Association of Science Teachers
- National Institute for Science Education
- National Science Teachers Association

- Technology: Including but not limited to, Safari Montage, GIZMOS, and Brainpop - computer-based programs will assist students visually in understanding science concepts.

### Social Science

The School will deliver a Social Science curriculum that will prepare students to achieve mastery of Social Science NGSSS. NGSSS will provide content standards and will provide the impetus for students to have wide reading from complex texts, provide opportunity for emphasis on text-specific complex questions, and give emphasis on student supporting answers based upon evidence from text, and provide extensive research and writing opportunities throughout each of the Social Science courses.

The School plans to use state-approved instructional materials, including digital software and multimedia in the instruction of Social Science. The school commits to use these or other digital state-adopted materials in accordance with the district's adoption for 2016 and as approved by the district/state for use by the charter school.

The Social Science curriculum includes the study of related knowledge and modes of inquiry selected from history, the humanities, and the social sciences, including anthropology, archaeology, economics, geography, history, law, philosophy, political science, psychology, religion, and sociology.

Social Science education will promote loyalty and love of country and community, and it will prepare students to participate intelligently in public affairs. Its component disciplines foster in students the knowledge and skills needed to understand current political and social issues. Social Science education will provide students with an understanding of the democratic principles and ideals upon which good citizenship is founded and an understanding of the world beyond their borders. The comprehensive Social Science program will:

- Emphasize content, concepts, and skills from the social sciences, the humanities, and, where appropriate, mathematics, and the natural sciences;
- Reflect a clear commitment to democratic beliefs and values;
- Encourage civic responsibility and active participation;
- Promote high expectations for all students;
- Incorporate a multicultural perspective;
- Reinforce the development of a global perspective;
- Promote understanding of social, political, and economic institutions;
- Encourage student involvement in community service;
- Focus on the identification of the potential solutions to local, national, and world problems;
- Involve students in their learning by using a variety of teaching strategies and instructional materials; and
- Promote an interdisciplinary approach to learning.

Lessons will be designed to teach students to effectively analyze historical evidence, use sources effectively, detect potential bias in resources due to cultural influences, and argue empathetically. Thematic units will be designed that integrate the various subjects: Time, Continuity, and Change (History); People, Places, and Environments (Geography); Government and the Citizen (Civics and Government). Additionally, the School will include the following Social Science topics in the Social Science curriculum:

- African-American History Requirement
- Holocaust Requirement
- Hispanic Contributions to the United States Requirement

- Women’s Contributions to the United States Requirement
- Veterans Contributions Recognition
- “Celebrate Freedom Week” Instruction - shall be in accordance with Florida Statutes and district guidelines.
- Character Education - Instruction in the nine core character education values (The nine core values are citizenship, cooperation, fairness, honesty, integrity, kindness, pursuit of excellence, respect, and responsibility)

At the completion of the course, students will have achieved a year’s worth of learning by mastering, at minimum, the objectives and concepts aligned to the Next Generation Sunshine State Standards for Social Science.

### Foreign Language

The School will use a state-approved World Language textbook, alongside its digital software and multimedia or other state-adopted materials resources in the instruction of Foreign Language. The Foreign Language curriculum will build each student’s literacy competence and oral proficiency. These competencies will be achieved through a minimum of 150 minutes of weekly Foreign Language instruction in either Spanish or Mandarin.

The School will infuse an exploratory philosophy to learning a second language:

#### The Five C’s of Foreign Language Education

Communication  
Cultures  
Connections  
Comparisons  
Communities

#### Communication - *Communicate in Languages other than English.*

Communication is at the heart of second language study. There are various methods of communication (face-to-face, in writing, or across centuries through the reading of literature).

#### Cultures – *Gain knowledge and Understanding of Other Cultures.*

Through the study of a second language, a student gains knowledge and understanding of the cultures that use that language. Mastery of the cultural contexts in which the language occurs is necessary to fully master the language.

#### Connections – *Connect with Other Disciplines and Acquire Information.*

Learning languages provides connections to additional bodies of knowledge that may be unavailable to the monolingual English speaker.

#### Comparisons – *Develop Insight into the Nature of Language and Culture.*

It is through comparisons and contrasts with the target language, that students develop insight into the nature of language and the concept of culture and realize that there are multiple ways of viewing the world.

#### Communities – *Participate in Multilingual Communities at Home and Around the World*

The other 4 C's allow students to understand and build multilingual communities at home and around in the world in a variety of contexts and in culturally appropriate ways.

The School expects students to develop their language skills by using the five C's across the disciplines by demonstrating the following standards:

- Engage in conversations, provide and obtain information, express feelings and emotions, and exchange opinions.
- Understand and interpret written and spoken language on a variety of topics.
- Present information, concepts, and ideas to an audience of listeners or readers on a variety of topics.
- Demonstrate an understanding of the relationship between the practices and perspectives of the culture studied.
- Demonstrate an understanding of the relationship between the products and perspectives of the culture studied.
- Reinforce and further their knowledge of other disciplines through the foreign language.
- Acquire information and recognize the distinctive viewpoints that are only available through the foreign language and its cultures.
- Demonstrate understanding of the nature of language through comparisons of the language studied and their own.
- Demonstrate understanding of the concept of culture through comparisons of the cultures studied and their own.
- Use the language both with and beyond the school setting.
- Show evidence of becoming life-long learners by using the language for personal enjoyment and enrichment.

In addition, the following practices will be implemented at the School:

- continuous review of curriculum to ensure a year's worth of learning of all state – benchmarks
- research-based instructional practices
- principal evaluation through weekly classroom walkthroughs (principal is expected to have strong awareness that all teachers are utilizing the best practices and implementing the instructional initiatives with fidelity)
- The School Improvement Plan (SIP) will be used as a quality assurance tool to ensure that the curriculum goals are being accomplished.
- assessment data to make instructional decisions and plan interventions
- weekly grade level and monthly staff meetings
- ongoing professional development workshops
- before and afterschool tutoring for remediation and acceleration
- targeted interventions for struggling readers and students performing below grade level.
- integration of long-term thematic projects across the curriculum
- multiple ELL and ESE strategies across the curriculum
- focus on differentiated instruction for learning styles
- integration of technology across all major disciplines

- B. Describe the school's reading curriculum. Provide evidence that reading is a primary focus of the school and that there is a curriculum and set of strategies for students who are reading at grade level or higher and a separate curriculum and strategy for students reading below grade level.

*The reading curriculum must be consistent with effective teaching strategies and be grounded in scientifically-based reading research.*

Reading is a critical portion of Florida's education system and the law requires it be a "primary focus" of all school curricula. To assist in efficiently using the time dedicated to making reading the primary focus of the curriculum, the following objectives from Florida's Reading Program Specifications will be practices implemented at the School:

3.2.1. Significant instructional time is dedicated to reading instruction.

3.2.2. Explicit systemic approach to instruction through skill scaffolding and monitoring of student learning gains.

3.2.3. Students actively engage in learning during instructional time.

3.3.3 Progress monitoring of skill acquisition will be periodically administered throughout the school year to detect and steer reading progress

The School will support the Just Read, Florida! initiative in assisting all students in becoming successful, independent, and comprehensive readers by adopting the Indian River County Comprehensive Research-Based Reading Plan to provide teachers with a systematic framework for literacy instruction. The School plans to use state-approved instructional materials, including digital software and multimedia. The school commits to use these or other digital state-adopted materials in accordance with the district's adoption for 2016 and as approved by the district/state for use by the charter school.

**Print Rich Environment** - Each class will maintain a classroom library to include a collection of quality literature that includes material written at varying reading levels and in a variety of genre forms, inclusive of both fiction and nonfiction. This collection will offer students reading material that will support their individual interests and abilities. Frequent successful reading experiences using appropriate texts will provide the opportunity to improve their reading proficiency with regard to fluency, vocabulary, and comprehension. The books in the classroom library will be attractively displayed to exhibit an inviting accessibility to all students. Teachers will organize classrooms to afford students ample opportunities for, and easy access to, reading materials during literacy center time within the daily reading block.

**Word Walls** - Teachers will create effective word walls that consist of high frequency words, word patterns or phonic elements, and interesting, exciting words. Students will use word wall during lessons and activities to practice recognizing words quickly and accurately.

**Reading Stations** - Reading stations will be set up throughout the room in various areas that allow students to work independently or in a small group setting, using instructional materials to explore and expand their literacy. During this time students are engaged in a variety of activities that reinforce and extend learning without the assistance of the classroom teacher. Students will practice reading, writing, speaking, listening, and working with letters and words. Manipulative such as magnetic letters and sound letter cards are used to increase active participation and provide additional guided practice through multi-sensory approaches.

**Sustained Silent Reading** - Increments of independent, sustained silent reading will be included in the reading classroom to help students build stamina for increasingly longer and more challenging text. Teachers must monitor

for engagement. Reading logs, reaction journals, text talk, book passes or story summaries help students make connections to text.

### **Comprehensive Core Reading Program (CCRP)**

The School will implement the Sponsor's state-approved *Comprehensive Research-Based Reading Plan (CRRP)*, as established by the FL-DOE in the instruction of Reading. The School will use the program for Instruction in grades K-8 to instruct students on grade level and provide initial and differentiated reading instruction based on Florida Standards. Since certain text and instructional materials are currently being modified, the School will adopt the plan in effect during the 2016-2017 school year. The School's instructional material selection will be modified as per the Sponsor's selection of state-adopted texts, digital multimedia and software, and modifications throughout the duration of the charter.

**Comprehensive Intervention Reading Programs (CIRP)** - CIRP's are intended for students who are reading one or more years below grade level, and who are struggling with a broad range of reading skills. The instruction provided through these programs should accelerate growth in reading with the goal of returning students to grade level proficiency. This Intervention will provide more frequent assessments of student progress and more systematic review in order to ensure proper pacing of instruction and mastery of all instructional components.

### **Supplemental Intervention Reading Programs (SIRP)**

SIRP's will provide instruction that primarily focuses on one single essential component of reading (i.e., oral language, phonemic awareness, phonics, fluency, vocabulary, OR comprehension) intended to extend beyond the initial instruction of a Comprehensive Core Reading Program (CCRP).

The School may use the following approved research-based programs:

#### **Grades K-5:**

- Elements of Reading
- Wilson Foundations (K-2)
- Early Success and Soar to Success
- SRA Multiple Skills Series

#### **Additional Reading Supplements which may be used:**

- **Daily Five-** Daily Five is a structured literacy framework designed to help students develop the daily habits of reading, writing, and working with peers. The Daily Five incorporates the following strategies: Read to Self, Read to Someone, Listen to Reading, Work on Writing and Word Work. Through the use of Daily Five, the following core foundations emerge: trusting students, providing choice, nurturing community, creating a sense of urgency, building stamina and staying out of student's way once routines are established. Daily Five will lead to a lifetime of independent literacy.
- **Jan Richardson's Guided Reading-** Teachers are trained to incorporate Jan Richardson's Guided Reading plans into their daily small literacy groups. Jan Richardson's Guided Reading program provides specific skills and strategies for teachers to use for each lesson. These skills include: making words, picture sorts, elkonin boxes, analogy charts, and guided writing. Jan Richardson created lesson plans based on student's individual levels.

- **Reading Plus-** Reading Plus is a computer based program used by students in grades 3-8. Reading Plus monitors student's silent reading skills. The Florida Standards are incorporated into the Reading Plus lessons. Reading Plus is a researched based program that has been proven to increase reading levels and test scores.

These supplemental materials provide teachers with tools to meet individual student learning needs during initial instruction and immediate intensive intervention and for Response to Intervention (RtI) based on results of assessments such as FAIR-FS (as applicable), SRI.

**MTSS/Response to Intervention (RtI)-** The RtI model is a multi-tiered approach to providing high quality instruction and intervention matched to student needs, using learning rate over time and level of performance to inform instructional decisions.

**Embodied in each tiers are four steps:**

**Step 1-**Identify the problem.

**Step 2-**Analyze the problem and determine why there is a discrepancy.

**Step 3-**Establish a performance goal for the student, develop an intervention plan to address the goal, and monitor the student's progress during implementation.

**Step 4-**Use research-based data, collected during the progress monitoring, to evaluate the effectiveness of the intervention. Once effectiveness has been evaluated, RtI team determines if additional intervention is needed and/or adjust the intervention to support student progress.

**MTSS/RtI Three Tier Model:** Within the RtI structure, resources are aligned in direct proportion to student needs and are depicted into a three-tier model that used increasingly more intense instruction.

- **Tier 3: Intensive, Individualized Interventions & Supports.** The most intense instruction and intervention based upon individual student need. During this stage, intervention frequency is increased and one to one support is provided as needed.
- **Tier 2: Targeted, Supplemental Interventions & Supports.** More targeted instruction/intervention in addition to supplemental support, in addition to differentiated/small group instruction. Identified students will receive a minimum of 20 additional minutes of instruction to provide instructional support.
- **Tier 1: Core, Universal Instruction & Supports:** General academic instruction and support is provided to all students in all settings.

### **Students with Substantial Deficiency in Reading Skills K-3**

In accordance with Section 1008.25(5)F.S., any student who exhibits a substantial deficiency in reading, based upon locally determined or statewide assessments conducted in kindergarten or grade 1, grade 2, or grade 3, or through teacher observations, must be given intensive reading instruction immediately following the identification of the reading deficiency. The student's reading proficiency must be reassessed by locally determined assessments or through teacher observations at the beginning of the grade following the intensive reading instruction. The student must continue to be provided with intensive reading instruction until the reading deficiency is remedied.

Appropriate implementation of the state-approved K-12 CRRP and the School Board-approved Literacy Plan for Students With Reading Deficiencies meets the requirements of the aforementioned legislative mandate.

The student must continue to be given intensive intervention as specified in his/her PMP, until the reading deficiency is remedied. Students with disabilities who exhibit a substantial deficiency in reading skills must receive intensive interventions as specified in the K-12 CRRP.

The parent of any student who exhibits a substantial deficiency in reading skills must be notified in writing of the following:

- that the child has a reading deficiency,
- a description of the services being offered,
- a description of the proposed supplemental instructional services,
- that the child must be retained if the reading deficiency is not remediated by the end of third grade or is exempt for good cause, and
- strategies for the parent to use in helping his/her child succeed in gaining reading proficiency.

In compliance with Section 1008.25, F.S., if the student's reading deficiency is not remedied by the end of grade 3, including students with disabilities and the student scores Achievement Level 1 on FSA-ELA, the student must be retained, unless good cause is determined per Section 1008.25(6), F.S. The School Board may only exempt grade 3 students from mandatory retention for good cause.

A student in K-3, including students with disabilities, who exhibit a substantial deficiency in reading, must be given immediate intensive intervention in addition to initial instruction addressing the specific areas of deficit. The student's reading deficiency must be reassessed at the beginning of the next year, and intensive reading instruction must continue until the reading deficiency is remedied.

**The Literacy Leadership Team** - The school will establish a Literacy Leadership Team to collaboratively oversee the implementation of the CRRP, and monitor the use of instructional materials related to reading instruction, data analysis, professional development, and technology.

The Literacy Leadership Team may be comprised of the Principal, Assistant Principal of Curriculum, Reading Coach, Media Specialist, ESE Teacher, ELL Coordinator, Testing Chair, Department Chairs, and Reading Teachers. The administrative team will conduct classroom visitations, monitor lesson plans and ensure that reading strategies are implemented across the curriculum. Reading coordinators will support teachers needing assistance. In addition, all faculty members must address strategies for reading instruction in their annual Individual Professional Development Plans (IPDP). These strategies must be constantly updated based on the results and analysis of progress monitoring in reading.

The Literacy Leadership Team will meet on a regular basis to:

- Review the school's implementation of the reading plan;
- Assess the professional development needs of staff related to reading instruction based on student performance data; and
- Develop an action plan that addresses curricular and professional development needs as they relate to the implementation of the reading plan.

**Reading Coaches** will analyze progress-monitoring data on a quarterly basis. As student data are collected and analyzed, these data will be used to identify specific areas in which teachers can benefit from additional professional development opportunities. Assessment data will indicate areas where improvement is needed in instructional methods, practices and necessary interventions, thereby allowing for laser-focused professional development (including site-based modeling and coaching).

**Screening and Progress Monitoring-** Assessments will be used to (1) monitor students progress in reading as well as mathematics, and science sunshine state standards; (2) Provide teachers with classroom assessment tools that will provide student-level benchmarks; and (3) Provide students with information on their progress on specific benchmarks. The assessments include but are not limited to:

- **Developmental Reading Assessment (DRA)-** The DRA was designed to provide the teachers with student's individual reading levels. Teachers administer the DRA test three times a year. After the DRA is given, teachers use the data to create small guided reading groups.
- **FAIR-FS-** Florida Assessment for Instruction in Reading (FAIR-FS) test is given to students in grades K-8. The data from the FAIR-FS is used to assist student placement in reading groups based on their individual area of needs.
- **Florida Kindergarten Readiness Screener (FLKRS)** –given to Kindergarteners to determine overall development and to specifically address the readiness of each student for Kindergarten based on the Florida Early Learning and Developmental Standards-for-Four-Year-Olds.
- **Baseline Test-** Baseline tests are created through Exam View using the standards and benchmarks for each grade level. Teachers will administer these tests in August, November and the last assessment will be given in May. The data collected from the baseline test is used to determine the benchmarks which the students need to master.
- **Florida Standards Assessment (FSA)**

**Screening:** Students will be screened using the Florida Assessments for Instruction in Reading (FAIR-FS) or any assessment mandated by the Sponsor's CRRP

**Progress Monitoring:** Any student who does not meet specific levels of performance as determined by the District or who scores below Level 3 on FSA-ELA is to be progress monitored. Options for informal progress monitoring may include, but are not limited to, teacher observation, CCRP weekly assessments, Supplemental Intervention Reading Program (SIRP) assessments, Comprehensive Intervention Reading Programs (CIRP) assessments and the FAIR-FS. The School will use the progress monitoring tools designated by the Sponsor's CRRP for 2015.

For ELL's - CELLA (administered each spring to all current ELL students to measure proficiency and gains in reading, writing, listening, and speaking). Teachers will keep data portfolios, or folders, of student assessment results and progress in their classrooms to provide additional data of student progress for district and school-based monitoring.

**Outcome Measures:** Florida Standards Assessment and/or any State-Adopted assessment and FAIR-FS

Approved accommodations will be provided as appropriate and data collected from these assessments will be used to determine readiness.

**Data Collection and Analysis:** The school will compile progress-monitoring data on a quarterly basis (or when available) and will disaggregate the results. Classroom instruction will be designed to address the deficiencies shown by data analysis and progress monitoring (incorporating classroom- assessment) will be used to measure effectiveness of such.

**The Home Connection** – The School believes learning continues beyond the classroom. For that reason, in addition to the efficient use of classroom time, the following objective from Florida's *Reading Program Specifications* will be a practice implemented at the school:

3.3.5. Collaborative and coordinated efforts within the school and between the school and home

Homework assigned will reinforce reading skills taught in the classroom. In addition, the School will promote parental and family involvement in teaching and encouraging reading, encourage family literacy practices, and communicate information regarding students' reading progress to parents. The idea encouraged will be that reading should take place in the home as well as in the classroom, and parents will be encouraged to read with their children whenever possible.

**Professional Development** - The Reading Coach, in conjunction with the Literacy Leadership Team, will design workshops to address the needs of classroom instruction. The Reading Coach will meet with the reading committee and grade levels/departments to review these results and share best practices. For further intensification, demonstration lessons, in-class coaching, peer observation and additional professional development opportunities will be made available to the faculty.

The reading team will also provide classroom support and on-site teacher professional development in utilizing reading intervention programs. In addition to providing classroom support seminars, the school will participate in a series of instructional workshops to actively engage students:

- Differentiated Instruction (3 suggested sessions)
- Content-Area Classroom Libraries (1 suggested session)
- Vocabulary Strategies/ Word Walls (1 suggested session)
- Reciprocal Teaching (3 suggested sessions)

*C. Describe proposed curriculum areas to be included other than the core academic areas.*

**Health, Physical Education, and Safety – Physical Education** - In grades K-1, 150 minutes of weekly instruction of physical education provided by a teacher. In grades 2-5, 150 minutes of weekly instruction of physical education provided by the physical education teacher.\* (Note: For physical education, per statutory language, time requirements may be modified for students requiring intervention in Tiers 2 and 3 with a minimum of 60 minutes of instruction required per week.

The Physical Education program will communicate knowledge, offer group experiences, teach the joy of effort and achievement, and build lasting recreational interests. The program will strive to be in step with the current practices and procedures in education and to contribute to the all-around development and education of students.

The P.E. program will consist of a standards based, balanced, sequential and progressive program-involving moderate to vigorous physical activity. It always strives to be in step with the current practices and procedures in education and to contribute to the all-around development and education of students. This course also focuses on Health. Students are taught not to take their health for granted, but rather to develop habits of health that contribute to the continued good functioning of the body. The School will be designated a "Drug Free School Zone" and a smoke-free worksite.

The health competencies will focus on educating students to develop habits of health that contribute to the continued good functioning of the body. The School will have a strong "Say No to Drugs" campaign and prevention curriculum which will be highlighted by units of study that focus on substance abuse across the grade levels and by Red Ribbon Week. In addition, the following Required Topics of Study will be taught as part of the curriculum:

1. Substance abuse education (K-5)
2. Human growth and development (including HIV/AIDS education) (K-5)
3. Child abuse prevention education (K-5)
4. Gun safety (K-5)
5. Water safety, W.H.A.L.E. Tales (K-5)
6. Pedestrian/bicycle safety (K-5)
7. Bullying Curriculum (K-5)
8. Sexting Curriculum (K-5)
9. Internet Safety (K-5)
10. Computer literacy (K-5)

**Music – K-5** The music curriculum includes both vocal and instrumental music. Following the Next Generation Sunshine State Standards, specialists will introduce students to both skills and knowledge of various genres. Skills and techniques will be developed throughout all grade levels and will focus on music instruction in skills and techniques involved in singing and playing instruments, practice in musical interpretation, and training in creative expression.

**Art – K-5** The primary goal in art education is to provide all students an opportunity to develop and explore their creative potentials. The Art curriculum includes planning, developing, and implementing the fine arts as outlined in the Next Generation Sunshine State Standards. Visual Art is a required subject in grades K – 5, where students will be exposed to the many components of art including production, history, criticism and aesthetics. Moreover, the School will emphasize the interdisciplinary connections between Art and the core subjects. Authentic assessment is one of the focal points of the curriculum and will be implemented through a series of community based art experiences, festivals and art exhibitions.

**World Languages** - In grades 2-5, 150 minutes weekly of Spanish and/or Mandarin as described in the section above.

*D. Describe how the effectiveness of the curriculum will be evaluated.*

Baseline student academic achievement levels for the school will be established using multiple measures of student performance including data from school, district, and state measures. Each year, baseline data will be established and used to determine annual growth by the students individually and also collectively informing stakeholders to the extent to which educational goals and performance standards have been met by the School. The baseline levels of academic achievement established during the first academic year will be compared to academic achievement levels in prior years. Student performance and achievement results will be compared to the academic progress of the same students from quarter to quarter and from year to year as a means to determine students are continuously improving and making learning gains. The school will use this data to evaluate the effectiveness of the curriculum by determining the extent to which the School meets the Annual Measurable Objectives (AMO) set for the first year of operation (see -Section 5 - Student Performance, Assessment and Evaluation) and with consideration that changes will need

to occur as the State solidifies plans for evaluating student mastery of the Florida Standards (FSA or other assessment test selected).

In subsequent years, the results will be gauged against the AMOs specified in the respective Annual School Improvement Plan and this method of goal setting and data collection will be used as a living and continuous improvement tool.

## **Section 5: Student Performance, Assessment and Evaluation**

- A. State the school's educational goals and objectives for improving student achievement. Indicate how much academic improvement students are expected to show each year, how student progress and performance will be evaluated, and the specific results to be attained.*

The School will establish educational goals for improving student achievement through Annual Measurable Objectives (AMO) that aim to increase student proficiency from year to year and are competitive with district/state achievement targets. At the time of this charter school petition submission, the data results for the state-mandated Florida Standards Assessment had not yet been released and therefore the specific absolute threshold of proficiency for schools and school districts alike, remain unknown. Due to these changes in legislation and state-mandated testing in ELA and Mathematics, the specific thresholds have not yet been released by the FLDOE. The school commits to implement and address absolute thresholds for all state/district assessments on actual baseline data, once available.

At minimum, the school has set the following Annual Measurable Objectives for Testing Year 1 (2016-17):

- At least 70% of students in Kindergarten will score at or above the 50<sup>th</sup> percentile on the Stanford Achievement Test – 10<sup>th</sup> Edition (SESAT 2 Sentence Reading)
- At least 70% of students in grades 1-2 students will score at or above the 50<sup>th</sup> percentile on the Stanford Achievement Test – 10<sup>th</sup> Edition (Reading Comprehension)
- The school will meet or exceed the District and/or State average (whichever is higher) of students in grades 3-5 meeting high standards in ELA, as evidenced by scoring proficient or higher on the Florida Standards Assessment (FSA) in ELA in 2017 as established by FL-DOE.
  
- At least 70% of students in Kindergarten will score at or above the 50<sup>th</sup> percentile on the Stanford Achievement Test -10<sup>th</sup> edition (SESAT 2) Mathematics and/or achieve a passing score on Mathematics Textbook Examinations.
- At least 70% of students in grades 1-2 will score at or above the 50<sup>th</sup> percentile on the Stanford Achievement Test - 10<sup>th</sup> edition Mathematics Problem Solving and/or achieve a passing score on Mathematics Textbook Examinations.
- The school will also meet or exceed the District and/or State average (whichever is higher) of students in grades 3-5 meeting high standards in Mathematics, as evidenced by scoring proficient or higher on the new Florida Standards Assessment (FSA) in Mathematics in 2017 as established by FL-DOE.
  
- At least 61% of students in grade 5 will meet high standards in Science, as evidenced by earning a score of 3 or higher on the Florida Comprehensive Assessment Test of Science 2.0 to be administered in 2017.

- At least 80% of parents/guardians of students enrolled at the school will indicate a high level of satisfaction with their child's schooling experience as evidenced by positive feedback on Stakeholder Satisfaction Survey administered in the second semester of the 2017 school year.

The School will participate in the statewide assessment program created under s1008.22, Florida Statutes. The school will use such state and district-adopted as well as school-based assessments to measure student progress toward mastery of the Florida Standards across all grade levels. The School will implement the Sponsor's testing calendar and performance measurements, with the same frequency of assessments, as amended from time to time in accordance with district and/or statewide assessments (described in detail below).

***B. Describe the school's student placement procedures and promotion standards.***

The School will follow and implement the SDIRC Student Progression Plan in regards to placement and promotion requirements for all students enrolled at the School.

**Student Placement Procedures**

The school principal is responsible for appropriate placement of students. The principal will use school records provided to guide placement of student's in the appropriate grade level. In the absence of appropriate records, the principal shall temporarily assign the student to the grade deemed to be proper until a copy of the student's official record is received or proper grade placement is otherwise determined. Somerset schools strive to meet student academic needs in an age appropriate setting whenever possible. The principal may reassign students during the school year if teacher evaluation and test scores indicate the need for reassignment.

Students who do not demonstrate proficiency with grade level curriculum in reading, writing, science and mathematics must be provided with additional diagnostic assessments to determine the nature of the student's difficulty and areas of academic need. The school must develop, in consultation with the student's parent, and implement a Progress Monitoring Plan.

When consideration is given to placing students outside of their age appropriate setting through ACCEL (Academically Challenging Curriculum to Enhance Learning), the Principal, teachers and parent will be involved in the decision making process. This process would involve the accumulation of evidence that the student is prepared academically, socially and emotionally for the challenges of that grade. Parent permission is required for Grade Advancement.

**Placement Decisions for Students with Disabilities**

The general education setting will be the first consideration when determining placement for students with disabilities. To the maximum extent appropriate, core instruction will be delivered in the general education classroom to students with disabilities. The information contained in the student's IEP will form the basis for the placement decision.

**Student Promotion**

Students in grades K-5 who meet academic performance criteria may be eligible for assignment to a higher level class or grade as per 1002.3105, F S., Academically Challenging Curriculum to Enhance Learning (ACCEL) These

options include opportunities for whole-grade promotion, midyear promotion and subject matter acceleration for students who meet specific eligibility requirements in grades K-12. Midyear promotions must take place prior to the end of the first semester. The School will not offer social promotion as per 1008.25, F. S.

The assignment of a student to a higher grade will be made on the basis of the student's achievement and/or evidence that the student will benefit more from the instructional program at the advanced grade level. The probable long-range academic, social, and emotional effect of the decision will also be considered.

Student promotion in K-5 is based upon an evaluation of the student's achievement in attaining specific District and/or State requirements. Students will be eligible for promotion when all criteria for promotion have been met.

Each student must participate in the Statewide, standardized assessment program that is required by F.S. 1008.22. Each student who does not meet specific levels of performance on the required assessments as determined by the Board or who scores below Level 3 on the Florida Standards Assessment for ELA or Mathematics as applicable under F.S. 1008.22 must be provided with additional diagnostic assessments to determine the nature of the student's difficulty, the areas of academic need, and strategies for appropriate intervention and instruction.

The school will develop, in consultation with the student's parent, and must implement a progress monitoring plan. The purpose of the progress monitoring plan is to guide the teacher's instruction that will assist the student in meeting State and District expectations for proficiency in reading and math. Each progress monitoring plan must identify the specific need and planned intervention in the area(s) of deficiency.

Following remediation and subsequent evaluation, if the documented deficiency has not been remediated, the student may be retained. Each student who does not meet the minimum performance expectations defined by the Commissioner of Education for the Statewide assessment tests in reading, writing, science, and mathematics must continue to be provided with remedial or supplemental instruction until the expectations are met or the student graduates from high school or is not subject to compulsory school attendance. An appropriate alternative placement must be considered for a student who has been retained two (2) or more years.

### **Students with Substantial Deficiency in Reading Skills K-3**

Any student who exhibits a substantial deficiency in reading, based upon locally determined or statewide assessments conducted in kindergarten or grade 1, grade 2, or grade 3, or through teacher observations, must be given intensive reading instruction immediately following the identification of the reading deficiency. The student's reading proficiency must be reassessed by locally determined assessments or through teacher observations at the beginning of the grade following the intensive reading instruction. The student must continue to be provided with intensive reading instruction until the reading deficiency is remedied.

If a student's reading deficiency is not remedied by the end of grade 3, as demonstrated by scoring Level 2 or higher on the Statewide, standardized assessment required under F.S. 1008.22 for grade 3, the student must be retained.

The school may only exempt students in third grade from mandatory retention, for good cause. Good cause exemptions are limited to the following:

- A. Students with disabilities who's Individual Educational Plan indicates that participation in the Statewide assessment program is not appropriate, consistent with the requirements of State Board of Education rule.

- B. Limited English Proficient students who have had less than two (2) years of instruction in an English for Speakers of other Languages program.
- C. Students who demonstrate an acceptable level of performance on an alternative standardized reading assessment approved by the State Board of Education.
- D. Students with a portfolio, demonstrating reading performance equal to at least Level 2 on the FSA.
- E. Students with disabilities who participate in the FSA and who have an Individual Educational Plan or a Section 504 Plan that reflects that the student has received the intensive remediation in reading, and was previously retained in kindergarten, grade 1, grade 2 or grade 3.
- F. Students who have received intensive remediation in reading for two (2) or more years but still demonstrate a deficiency in reading and who were previously retained in kindergarten, grade 1, grade 2 or grade 3 for a total of two (2) years. Intensive reading instruction for students so promoted must include an altered instructional day based upon an academic improvement plan that includes diagnostic information and specific reading strategies. A student may not be retained more than once in grade 3 referenced by F.S. 1008.25.

Further, a student who has been retained in third grade due to a reading deficiency shall be promoted mid-year if the student has demonstrated mastery of the State-mandated requirements in reading.

**Placement Decisions for Students with Disabilities** - The general education setting will be the first consideration when determining placement for students with disabilities. To the maximum extent appropriate, core instruction will be delivered in the general education classroom to students with disabilities. The information contained in the student's IEP will form the basis for the placement decision.

**Promotion/Retention of ELLs:** Promotion and retention for ELLs and ELLs with disabilities will be based on the student's performance in the dominant language while the student is in the process of becoming independent in English. The School's ELL Committee will review and recommend the retention of an ELL student. ELLs who are not meeting district and/or state student performance levels in language arts/reading/ESOL, and/or mathematics and have participated in the ESOL program for more than two consecutive years, must be involved in the school-wide PMP through RtI/MTSS process as delineated in the PMP procedures. ELLs who have participated in the ESOL program for less than two years are to participate in the PMP assessments for monitoring progress only.

Reading proficiency of recently classified ELLs will be assessed following procedures stipulated in the district's K-12 CRRP by the end of the first nine-weeks in an approved ESOL program. For students with disabilities, the IEP will constitute involvement in the school-wide PMP through RtI/MTSS process.

Notwithstanding, retention of a student with disabilities who is also ELL (ESE/ESOL) has the same requirements as a non-ESOL student with disability. The IEP Team will then review the goals and accommodations to address student needs, as appropriate.

The School's ELL Committee will also review all ELLs in grade 3 who have been in the ESOL program for less than two years to determine if they may be exempted from the mandatory retention as provided in Section 1008.25(6)(b), F. S. The ELL Committee will be convened for those students recommended for retention only to review each student's progress and to make recommendations for remediation activities.

*C. If the school will serve high school students, describe the methods used to determine if a student has satisfied the requirements specified in section 1003.4282, F.S., and any proposed additional requirements.*

*N/A*

*D. Describe how baseline achievement data will be established, collected, and used. Describe the methods used to identify the educational strengths and needs of students and how these baseline rates will be compared to the academic progress of the same students attending the charter school.*

Pre- and post-testing in Year 1, as well as reports from previous school records will be collected as baseline to measure progress in Years 1, 2, 3, and beyond, and as an integral part of the planning and refinement of instructional strategies.

Baseline data will include standardized test scores, report card grades, attendance reports, behavioral records, and IEP /EP and or ELL Plans (as applicable). This data will be compared to current data at the end of each school year.

Based on the school's philosophy of providing "personalized instruction," the school will use data (state and district requirements, report cards, testing scores, past performance and comportment) as factors for placement in the appropriate classes which best suit each child. Ongoing internal audits (Interim Progress Reports and Report Cards, F.A.I.R. Ongoing Assessments) of student performance, including beginning year, mid-year, and end-year assessments, will be utilized as reflective and guidance tools for course placement.

Student records from previous schools will be secured and reviewed for baseline data on each student and assessment of their progress. That data will include, but not limited to, standardized test scores, report card grades, attendance records, and behavioral records (including in school and out of school suspensions as well as exemplary behavior). In the case of Exceptional Students, IEPs will be secured and the Individual ELL Student Plans will be obtained for English Language Learner (ELL) students. This data will be made available to teachers and parents who will assess progress against the baseline data and provide appropriate services to successfully attain the Florida Standards.

The baseline data will be compared to current data at the end of each school year. Expectations are that students will progress at least as well as they did before attending the charter school, and that the specific measurable objectives for the school are achieved. Other methods of assessing students' mastery of performance outcomes will include, but will not be limited to, facilitator observation, peer- and self-evaluations, teacher tests and quizzes, projects, presentations, exhibitions, portfolios, and attendance rates. The student portfolios will show not only the student's "best" work, but also drafts of student work that will demonstrate progress.

For each student who does not meet state performance levels in reading, writing, mathematics, and/or science, the school, in consultation with the student's parent, will implement a progress monitoring plan to assist the student in meeting expectations for proficiency.

For 2016-2017, any student who scores at Level 1 on LAFS, the student must be enrolled in and complete an intensive reading course. Placement of Level 2 readers in either an intensive reading course or a content area course in which reading strategies are delivered shall be determined by diagnosis of reading needs. Furthermore, in the

subsequent years, any student that does not score at a proficient level on the Florida Standards Assessment and/or any state adopted assessment will also be enrolled in and complete an intensive reading course. Reading courses shall be designed and offered pursuant to the sponsor's comprehensive reading plan. For 2016-2017, any student who scores at Level 1 and Level 2 on MAFS/Mathematics, the student must receive remediation the following year, which may be integrated into the student's required mathematics course. In subsequent years, students who do not demonstrate proficiency in the Mathematics - MAFS and/or any state adopted assessment will also receive remediation.

**E. Identify the types and frequency of assessments that the school will use to measure and monitor student performance.**

The School will participate in all required assessments as specified in F.S. 1008.22 . The School will use state standardized assessment scores, district and school-based assessments to measure student progress toward mastery of the Florida Standards in all grade levels.

These include but are not limited to the following:

The new Florida Standards Assessments (FSA) will include:

- ELA /L Assessments for Grades 3-5
- Mathematics Assessments for Grades 3-5
- 

The current FCAT/FCAT 2.0 assessments will remain:

- Science Grades 5
- Reading Retake and Mathematics Retake

| DESCRIPTION  | ABBREVIATION                 | PARTICIPANTS   |
|--|------------------------------|--|
| Florida Assessments for Instruction in Reading                               | FAIR-FS                      | Grades K-5<br>The data from the FAIR-FS is used to assist student placement in reading groups based on their individual area of needs. |
| Florida Kindergarten Readiness Screener                                      | FLKRS                        | Kindergarten   |
| Work Sampling System   | WSS                          | Kindergarten   |
| Florida Alternate Assessment   | FAA                          | **   |
| Stanford Achievement Test, 10 <sup>th</sup> Edition. Reading and Mathematics | SAT 10                       | Grades K-3**   |
| National Assessment of Educational Progress                                  | NAEP                         |  |
| Comprehensive English Language Learning Assessment                           | CELLA                        | Grades K-5, all current ELLs and selected former ELLs  |
| MAFS/LAFS -- Mathematics and ELA   | FLORIDA STANDARDS ASSESSMENT | Grades 3-5   |

|  |          |  |
|--|----------|--|
| Florida Comprehensive Assessment Test, Science | FCAT 2.0 | Grades 3-5   |
| Reading Benchmark Exams                        |          | Grades 1-5   |
| Math Benchmark Exams                           |          | Grades 1-5   |
| Science Benchmark Exams                        |          | Grades3-5  |
| Baseline Tests                                 |          | Created through Exam View using the standards and benchmarks for each grade level. Teachers will administer these tests in August, November and the last assessment will be given in May. The data collected from the baseline test is used to determine the benchmarks which the students need to master. |

**Notes:**

- \*All Differentiated Accountability schools must administer assessments according to the dates established by the Office of School Improvement.
- \*\*Only includes ESE students exempted from standardized testing at these grade levels.
- \*\*\* The school will comply with and administer all State-adopted assessments, as applicable.

**School-Based Assessments in all Courses**

- Weekly teacher-generated quizzes
- Monthly teacher-generated chapter tests
- Midterm and Final Examinations
  - Portfolios and presentations
  - Class participation rubrics
  - Quarterly projects /investigations

*F. Describe how student assessment and performance data will be used to evaluate and inform instruction.*

The comprehensive assessment program will be used to inform stakeholders (students, parents, and teachers) about where a student is succeeding and what areas need strengthening. Assessment will serve as a feedback system to guide teachers in lesson planning and individualizing instruction. Additionally, it will guide students in understanding full mastery of each respective standard and it will keep parents informed about student progress through specific learning objectives.

Expectations are that students will progress at least as well as they did before attending the charter school, and that the specific measurable objectives for the school are achieved.

In addition, the School Instructional Leadership team –consisting of the principal, assistant principal, grade level chairs, ESE and ESOL teachers, Reading Coach and Media Specialist --- will monitor and analyze data to maintain a problem solving system that brings out the best in our school, teachers, and our students. The leadership team will meet weekly to:

- Evaluate data and correlate to instructional decisions;
- Review progress-monitoring data at the grade level and classroom level to identify students and their academic levels.
- Identify professional development to enhance students' achievement levels.
- Collaborate regularly, problem solve, share effective practices, evaluate implementation, make decisions, and practice new programs and skills.
- Facilitate the process of building consensus, increasing infrastructure, and making decisions about implementation.

Students' performance in the classroom will also be assessed by the classroom teacher, and students not making adequate progress towards the *Florida Standards* as evidenced in teacher made evaluations will also be identified, and appropriate measures for improvement will be instituted. Ongoing communication between the School and the parents will be maintained through on-line reporting systems such, web-based grade book (*Gradequick, E-Semler*) and progress reports, parent conferences, and other forms of written and oral communication that the parents may be comfortable to utilize. Ongoing internal audits (Interim Progress Reports and Report Cards) of student performance, including beginning year, mid-year, and end-year assessments, will also be utilized as reflective and guidance tools.

The establishment of a *School Improvement Plan* will ensure school-wide student assessment and performance data can be shared with parents, students and other stakeholders. The SAC Committee for the School will participate in the development of the *School Improvement Plan* to ensure input from all stakeholders, including teachers, students, parents and community representatives. The attainment of specific learning objectives, with supporting documentation, will be detailed in the School's Annual Report, and copies will be made available to the charter school constituents on an annual basis.

**G. Describe how student assessment and performance information will be shared with students and with parents.**

Assessment will serve as a feedback system to guide teachers in lesson planning and individualizing instruction and to provide students with knowledge of their current levels of performance. Additionally, it will guide students in understanding full mastery of each respective standard and it will keep parents informed about student progress to specific learning objectives.

In addition, students' performance in the classroom will be assessed by the classroom teacher, and students not making adequate progress towards the *Florida Standards* as evidenced in teacher made evaluations will also be identified, and appropriate measures for improvement will be instituted. Ongoing communication between the School and the parents will be maintained through on-line reporting systems such, web-based grade book (*Gradequick, E-Semler*) and progress reports, parent conferences, and other forms of written and oral communication that the parents may be comfortable to utilize. Specifically, the School will ensure communication with students/parents via the following district-mandated means, as follows:

- Progress Reports (Report Cards)  
The School will issue Progress reports at the end of each marking period. These will not be withheld from students because of failure to pay dues, fees or charges for lost or damaged books or property.
- Interim reports:  
Not later than 4 weeks into the grading periods, an interim report shall be sent to parents of students who are experiencing difficulty including, but not limited to, the following: failing, a drop of two or more grades, unacceptable behavior and/or excessive absences. In schools with an automated system for record keeping and grading, interims will be provided for all students (as an indicator of satisfactory or unsatisfactory progress).
- Required Parental Notification for students in danger of not meeting promotion requirements  
The School will assist students to meet these requirements through a variety of options, which will include, but are not limited to:
  - a. in class interventions,
  - b. extended learning,
  - c. special counseling,
  - d. volunteer and/or peer tutors,
  - e. school-sponsored help sessions,
  - f. homework hotlines,
  - g. study skills classes,

Further, the establishment of a *School Improvement Plan* will ensure school-wide student assessment and performance data can be shared with parents, students and other stakeholders. The SAC Committee will participate in the development of the *School Improvement Plan* to ensure input from all stakeholders, including teachers, students, and parent representatives. The attainment of specific learning objectives, with supporting documentation, will be detailed in the School's Annual Report, and copies will be made available to the charter school constituents on an annual basis.

## Section 6: Exceptional Students

A. Please indicate the level of service that the school will provide to students with disabilities by selecting from the list below.

- *The school will serve students with disabilities whose needs can be met in a regular classroom environment (at least 80% of instruction occurring in a class with non-disabled peers) with the provision of reasonable supplementary supports and services and/or modifications and accommodations.*

**Supplementary supports and services** – Problem Solving team will first consider the least restrictive environment for all students with disabilities. The supplementary aids and services that will be provided to the students with disabilities will be dependent on the individual needs of each student. Students whose needs can be met in the General Education setting will receive either consultative or collaborative service from the ESE teacher. Depending on the needs of the students and as stated on an IEP, the following collaborative services may be offered by the ESE Teacher:

- **Consultation** - An inclusion model with ESE support will be used, as appropriate, wherein one general education teacher is providing instruction and an ESE Teacher is providing documented consultation services in accordance with the student's IEP in relation to the students educational, behavioral, and transitional goals. For consultation services the general education teacher and ESE teacher meet face-to-face on a regular basis to plan, implement, and monitor instructional strategies designed to ensure the student's success in the general education classroom. The general education teacher and ESE teacher will regularly monitor students' progress on attaining goals stated on the IEP as well as grade-level curriculum goals.
- **Support facilitation** - One general education teacher is providing instruction and one ESE teacher is providing support by meeting with an individual student or small group of students on an individualized basis within a traditional classroom but not as co-teacher. The frequency and intensity of support varies based upon student's IEP needs. Provides the level of support based on general educators' and students' need for assistance. Support may be provided on alternating days (M-W-F, T-TH), split periods (45 minutes in one class, 45 minutes in another), all in accordance with the student IEP. Both teachers use collaborative planning to make instructional decisions based on student data. Differentiated instruction strategies are implemented within lessons that support learning for all students. ESE teacher arranges for classroom and testing accommodations for students with disabilities.
- **Co-teaching** - Two teachers, one general education teacher and one special education teacher, are providing instruction through co-teaching. Both teachers share responsibility for planning, delivering, and evaluating instruction for all students (ESE and non-ESE students) in a class/subject for the entire class period.

During IEP meetings, the team will use the list of suggested accommodations on the District's IEP Management System, if applicable, or create custom accommodations to meet the needs of the students within the least restrictive environment. For example, if a student struggles to complete assignments within a given time period due to a processing delay, extended time to complete assignments may be given within the General Education

setting. For students requiring a more restrictive learning environment (i.e. Resource Room or Separate Class setting) to support their educational needs, an IEP team meeting will be held with the staffing specialist, a representative from the student's home school, a general education teacher, and the child's parents to discuss the appropriate educational setting.

**Identifying students for possible ESE services:** The School will use the PS RtI/MTSS (Problem Solving Response to Intervention/ Multi-Tiered System of Supports) framework for making informed decisions about students' individual academic needs. This framework provides students who do not respond to instruction with increasingly intensive levels of intervention. In order to meet the requirements of the RtI/MTSS framework, the School will identify key administrative, instructional and support staff members to serve as the School's PS/RtI team. Members of the team may include but are not limited to school counselor, teacher, and ESE teacher/program specialist.

The team will be responsible for developing progress monitoring plans that identify assessments used for diagnosis, placement and monitoring of students who are not performing at grade level, once parent written consent is provided.

The RtI process consists of the following: At the beginning of each school year the RtI/MTSS team will meet to review the screening data and identify students in need of additional support through Tier 2 intervention. Those students who meet benchmark standards will continue to remain at Tier 1 and their progress monitored at the next benchmark. While receiving intervention at Tier 2, a student's progress will be monitored by the RtI team to determine if progress is being made adequately. If a student is not progressing and the intervention has been implemented as designed, the student will be referred to the Problem Solving Team (PST) for the development and monitoring of Tier 3 interventions.

**The PS Team** will consist of the School Administrator, School Psychologist, General Education Teacher, Parent and Special Education Teacher as well as any other key instructional and/or support personnel. The SST Team will meet to review the screening and progress monitoring data and information provided from relevant records in order to develop more focused, intensive interventions for the student. The team will develop strategies to overcome any barriers to learning that may be identified. A progress monitoring schedule will be determined and responsible persons designated for the implementation of interventions and progress monitoring at Tier 3. Progress monitoring data will be collected a minimum of every two weeks with parent written consent. Student progress on intervention implementation will be shared with parents over time.

If the focused, evidence-based interventions attempted at all Tiers do not produce a satisfactory level of progress, as evidenced by review of the data and an analysis of any existing barriers to learning, interventions are modified and a comprehensive evaluation may be requested. Documentation of the various strategies and interventions employed in Tiers 2 and 3, as well as all data pertaining to progress monitoring, become part of the referral packet. Parents are kept informed of planned intervention efforts and the student's progress in response to intervention throughout the entire process. The Sponsor's School Psychologist will periodically conduct fidelity checks on the intervention plan while assisting with progress monitoring data collection.

**Referral Procedures** – A referral for students suspected of having a disability will be initiated by school personnel with supporting documentation when the following determinations have been made:

1. The activities described in the general education intervention procedures above have been implemented, but have been unsuccessful in addressing the areas of concern for the student.

2. The parents of the child receiving general education interventions requested, prior to the completion of the interventions, that the school conduct an evaluation to determine the child's eligibility for specially designed instruction and related services as a student with a disability. In this case, the activities described in the general education interventions procedures will be completed concurrently with the evaluation but prior to the determination of the student's eligibility for specially designed instruction.
3. Significant risk factors are present or if the student demonstrates severe cognitive, physical or sensory impairments, or presents as a danger to self or others, an individual intervention plan will be developed as the child awaits the SBT evaluation

If a parent requests that an evaluation be conducted to determine the student's eligibility for specially designed instruction and related services as a student with a disability prior to the implementation of the general education interventions.

1. Within two weeks of receipt of the parent request for evaluation, the school-based team should meet to review existing educational data to determine whether or not there is reason to suspect that the student is a student with a disability
  - (a) If the school suspects that the student is a student with a disability, the school will obtain written parental consent for evaluation while simultaneously employing the school-based Tier 3 Problem-Solving Team to identify potential areas for intervention and request any additional data needed as part of its process.
  - (b) If after review of the available data the school does not suspect that the student is a student with a disability, the school-based team making that determination will notify the parent with the procedural safeguards.
2. For students for whom concerns are noted, general education intervention activities including observations in the educational environment, review of existing data, vision and hearing screenings, and evidence-based interventions to address the identified areas of concerns should be implemented and a progress monitoring plan should be developed and implemented to determine the student's response to interventions provided.
3. Any additional assessment/testing needed to assist with intervention selection/design should occur quickly and interventions begun with a plan to review data within 60 days that the student is in attendance at school following the receipt of the consent for evaluation.
4. Concurrent with the general education intervention activities and within 60 days that the student is in attendance at school all other testing/evaluative activities must also be completed.

**Procedures for the development and review of IEPs for students with disabilities:**

The School will establish procedures that provide for parents, guardians, surrogate parents, or persons acting in loco parentis to participate in decisions concerning the individual educational plan. Parents of each student with a disability will be members of any group that makes decisions for their child. In order to ensure that parents are present at each meeting, or are afforded the opportunity to participate at each meeting:

- Parents will be notified of the meeting at least ten days prior to set meeting to ensure that they have an opportunity to attend.
- The meeting will be scheduled at a mutually agreed upon time and place.

- A written notice to the parent will indicate the purpose; time; location of the meeting; who, by title or position, will be in attendance; and will include a statement informing the parents that they have the right to invite individuals with special knowledge or expertise about their child.

If neither parent can attend, the School will use other methods to ensure parent participation, including individual or conference telephone calls or video conferencing.

A meeting may be conducted without a parent in attendance if the parent indicated in the notification of meeting that they will not be able to attend and gives permission to proceed without or the school is unable to obtain the attendance of the parent. In this case, the school will maintain a record of its attempts to arrange a mutually agreed upon time and place.

The School will take whatever action is necessary to ensure that the parents and the student, beginning at age fourteen (14), understand the proceedings at a meeting, including arranging for an interpreter for parents and students who are deaf or whose native language is other than English.

### **IEP Team Participants**

Decisions as to which particular teacher(s) or special education provider(s) are members of the IEP team will be made by the school based on the needs of the student.

The IEP team, with a reasonable number of participants, shall include:

- at least one regular education teacher of the student
- the parent(s) of the student
- at least one Special Education teacher
- A representative of the school who is qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities, is knowledgeable about the general curriculum, and is knowledgeable about the availability of the schools resources
- An individual who can interpret the instructional implications of evaluation results
- At the discretion of the parent or the school, other individuals who have knowledge or special expertise regarding the student, including related services personnel, school counselor, special area teachers or support personnel.
- The student, if appropriate, and in all cases where a purpose of the meeting will be the identification of the student's transition service's needs. If the student does not attend the IEP team meeting to identify transition service's needs, the school will take steps to ensure that the student's preferences and interests are considered
- Agency representatives– To the extent appropriate and with the consent of the parents the school will invite a representative of any participating agency that may be responsible for providing services

### **IEP team member excusal**

A member of the IEP team is not required to attend an IEP team meeting, in whole or in part, if the parent of a student with a disability and the School agree, in writing, that the attendance of the member is not necessary because the member's area of curriculum or related services is not being modified or discussed in the meeting.

A member of the IEP team also may be excused from attending an IEP team meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if the parent, in writing, and the School consent to the excusal and the member submits, in writing to the parent and the IEP team, input into the development of the IEP prior to the meeting.

If a required IEP team member is unable to attend the meeting as scheduled, the parent can agree to continue with the meeting and request an additional meeting if more information is needed, or request that the meeting be rescheduled.

### **IEP timelines**

Timelines for IEPs include the following:

- An IEP will be developed within thirty (30) calendar days following the determination of a student's eligibility for special education and related services and be in effect prior to the provision of these services.
- A meeting shall be held at least annually to review, and revise, as appropriate, each IEP.

### **Considerations in IEP development, review, and revision**

The IEP team considers the following factors in the development, review, and revision of the IEP:

- Strengths of the student and concerns of the parents for enhancing the education of their child (Is this intended to include the mastery of a IEP goal as well?)
- Results of the initial or most recent evaluation or reevaluation
- As appropriate, results of the student's performance on state or district-wide assessments
- Academic, developmental, and functional needs of the student.
- In the case of a student whose behavior impedes the student's learning or the learning of others, strategies, including the use of positive behavioral interventions, supports, and other strategies to address that behavior
- In the case of a student with limited English proficiency, the language needs of the student as related to the IEP.
- In the case of a student who is blind or visually impaired, provision of instruction in Braille and the use of Braille.
- The communication needs of the student.
- Whether the student requires assistive technology devices or services.
- At least annually, whether extended school year (ESY) services are necessary for the provision of FAPE to the student.
- If, after considering all the factors mentioned above, the IEP team determines that a student needs a particular device or service, including an intervention, accommodation, or other modification, in order to receive FAPE, the IEP includes a statement to that effect

### **Content of the IEP**

Each IEP will include the following:

- A statement of the student's present levels of academic achievement and functional performance, including how the student's disability affects the student's involvement and progress in the general curriculum.
- A statement of measurable annual goals, including academic and functional goals designed to meet the student's needs that result from the student's disability to enable the student to be involved in and make progress in the general curriculum.
- A description of benchmarks or short-term objectives for students with disabilities who take alternate assessments aligned to alternate achievement standards, or any other student with a disability, at the discretion of the IEP team.
- A statement of the special education and related services, and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student, or on behalf of the student.
- A statement of the classroom accommodations, modifications, or supports for school personnel that will be provided for the student to advance appropriately toward attaining the annual goals.

- An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class or in the activities described above.
- A statement addressing any individual appropriate accommodations necessary to measure the academic achievement and functional performance of the student on the State or district assessments.
- If the IEP team determines that the student will take an alternate assessment instead of the regular state or district assessment of student achievement, the IEP must include a statement of why the student cannot participate in the regular assessment and why the particular alternate assessment selected is appropriate for the student.
- The projected date for the beginning of the special education, services, accommodations, and modifications described and the anticipated frequency, location, and duration of those services.
- A statement of how the student's progress toward meeting the annual goals will be measured and when periodic reports on the progress the student is making toward meeting the annual goals will be provided.

**Changes to the IEP:**

The School will ensure that the IEP team revises the IEP as appropriate to address:

- Any lack of expected progress toward the annual goals and in the general curriculum, if appropriate
- Results of any reevaluation conducted
- Information about the student provided to or by the parents
- The student's anticipated needs or other matters
- Parent requests for revisions of the student's IEP

Generally, changes to the IEP must be made by the entire IEP team at an IEP team meeting and may be made by amending the IEP rather than by redrafting the entire IEP (interim IEP).

An IEP must be in effect before special education and related services are provided to an eligible student and will be implemented as soon as possible following the IEP team meeting. In addition, the IEP will be accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for its implementation. All teachers and providers will be informed of their specific responsibilities related to the implementation of the IEP and the specific accommodations, modifications, and supports that must be provided for the student in accordance with the IEP. The School will make substantial efforts to assist the student in achieving the goals and objectives or benchmarks listed on the IEP.

The School will take steps to ensure that students with disabilities have available to them the variety of educational programs and services available to nondisabled students in the area served by the school district, including art, music, industrial arts, consumer and homemaking education, and vocational education.

***B. Describe how the school will ensure that students with disabilities will have an equal opportunity of being selected for enrollment in the charter school.***

The School will not discriminate on the basis of race, religion, or national or ethnic origin, or exceptionality in the admission of students. Any eligible student who submits a timely application and whose parents accept the conditions of the Parental Involvement Contract shall be considered, unless the number of applications exceeds the capacity of the program, class, grade level, or building. The School will have an open admissions procedure, utilizing a "first come, first served" policy as required by statute, unless the number of applicants exceeds capacity. In such case, all applicants shall have an equal chance of being admitted through a random selection

process conducted by the School's accounting firm in conformity with Florida's Charter School Legislation. This process doesn't take into account a student's background, ethnicity, race, socio economic status or disability, and therefore allows for every student who applies to have an equal opportunity to enroll in the school.

- C. *Describe how the school will work with the sponsor to ensure the charter school is the appropriate placement for each student with a disability, based on the student's needs.*

**Least restrictive environment (LRE) and placement determinations:**

To the maximum extent appropriate, students with disabilities will be educated with students who are not disabled. A school will use the term "inclusion" to mean that a student is receiving education in a general education regular class setting, reflecting natural proportions and age-appropriate heterogeneous groups in core academic and elective or special areas within the school community; a student with a disability is a valued member of the classroom and school community; the teachers and administrators support universal education and have knowledge and support available to enable them to effectively teach all children; and a student is provided access to technical assistance in best practices, instructional methods, and supports tailored to the student's needs based on current research.

In determining the educational placement of a student with a disability, the School will work with the sponsor to ensure that:

- The placement decision is made by a group of persons, including the parents, and other persons knowledgeable about the student, the meaning of the evaluation data, and the placement options.
- The placement decision is made in accordance with the LRE provisions listed above.
- The student's placement is determined at least annually, is based on the student's needs as indicated in their IEP.
- In selecting the LRE, consideration is given to any potential harmful effect on the student or on the quality of services that he or she needs.
- A student with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general education curriculum.

In providing or arranging for the provision of nonacademic and extracurricular services and activities (including meals, recess periods, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the school, and referrals to agencies that provide assistance to individuals with disabilities) the school will ensure that each student with a disability participates with students who are not disabled to the maximum extent appropriate to the needs of the student. The School will ensure that each student with a disability has the supplementary aids and services determined by the student's IEP team to be appropriate and necessary for the student to participate in nonacademic settings.

Operating under the auspices of the Sponsor as the Local Education Agency (LEA), the School will assume responsibility for programming and delivering related services to exceptional students, as identified in the student's IEP with adherence and fidelity to the Sponsor's policies, and with provisions further detailed in the paragraph that follows. The School does acknowledge a need for a collaborative linkage with the Sponsor, especially with respect to the responsibilities that exist for providing a free appropriate public education to children with disabilities and ensuring that the needs of ESE students are met.

The School hereby agrees to adopt and implement the Sponsor's policies and procedures with respect to serving students with disabilities, including the procedures for identifying students with special needs, developing

Individualized Education Plans, and 504 Plans (as applicable). Special Education students will be provided with programs implemented in accordance with federal, state, and local policies (specifically, the Individuals with Disabilities Education Act (IDEA); the Americans with Disabilities Act of 1990 (ADA); Section 504 of the Rehabilitation Act of 1993; Sections 1000.05 and 1003.57, Florida Statutes; Chapter 96-186, Laws of Florida; and Chapter 6A-6 of the Florida Administrative Code.

Additionally, the School will follow guidelines and procedures detailed in the **SDIRC ESE Policies and Procedures Manual**. The educational program for exceptional students will include and adhere to the principles of the law as follows:

- **Free appropriate public education (FAPE)** - will be provided to every exceptional student enrolled in the School. That is, Free - no cost to parents; appropriately suited to individual needs of the child; public – provided by and paid for by the public education system; education-including extracurricular activities.
- **Appropriate evaluation** – evaluations will occur within appropriate timeframes and in accordance with published guidelines.
- **Individual Education Plans (IEP) and Educational Plans (EP)** will be developed, and maintained and meetings will be held in accordance with Sponsor's guidelines.
- **Parent/Student Participation in Decisions** – including, but not limited to, giving consent for evaluation and initial placement, helping design the IEP, helping the School understand their child.
- **Procedural Due Process** – a non-discriminatory policy regarding the eligibility, identification, location, placement and evaluation process as well as adherence to procedural guidelines for all of these will consistently be implemented. Notwithstanding, when in question, due process hearings may be initiated by a parent or the district on the proposal or refusal to initiate or change the identification, evaluation, or educational placement of the student or the provision of a free appropriate public education.
- **Least Restrictive Environment:** 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. Similarly, gifted students will be educated in an environment that promotes acceleration

**Developing Individualized Education Plans:** Students will be guaranteed a free appropriate education and evaluation as well as consequent placement and implementation of an appropriate IEP. The written individualized educational plan for each student will include measurable annual learning goals and behavioral goals that may involve the evaluation of behavior through a Functional Assessment of Behavior (FAB) and the development of a Behavior Intervention Plan (BIP). Additionally, program components, goals, progress reports to parents on goals, diploma options, curriculum whether standard and/or modified, and assessment may also be addressed therein. Supplementary aids and related services will also be identified as well as necessary accommodations and modifications will be clearly delineated in this written plan. The School will ensure that appropriate personnel will be trained in using the District's Web Based IEP system, if applicable. The school will use the Florida Department of Education's "Developing Quality Individual Educational Plans" as a guide when developing IEPs.

The IEP Team will include: parent, LEA, Gen Education, Special Education Teacher and all additional members of the team that will be notified with a reasonable amount of time and all appropriate contacts will be made. Input from all team members and student data will be used to create a program, including goals and accommodations.

**504 Plan Procedures:** A student is entitled to FAPE and may be entitled to Section 504 accommodations if he or she has a physical or mental impairment that substantially limits one or more major life activities. That is to say, for

students experiencing difficulty in the classroom and for whom there is the suspicion of a disability should initially be referred to the Problem Solving Team (PST). The PST will follow all established procedures and determine if appropriate to refer for possible 504 Plan services.

The eligibility/ineligibility is based on a variety of sources. 504 Eligibility sources may include teacher observations, information from parents, and information from medical providers, standardized test scores, grades, or other pertinent information. The school will contact the Sponsor to request to schedule Section 504 eligibility meetings. Parents must receive notice of the Section 504 meeting and be invited to attend. Parents and students should be encouraged to attend the meeting and provide input that would help the committee in making decisions. Section 504 teams that convene for annual or interim meetings should consist of the parents, the student, the school administrator or designee, and school personnel who are familiar with the student, such as the student's teacher or counselor.

**Federal and State Reports:** Unless otherwise exempted by Chapter 1002, Florida Statutes, the School will complete federal, state and any other reports deemed necessary in accordance with the timelines and specifications of the Sponsor and the State Department of Education.

*D. Describe how the school will utilize the regular school facilities and adapt them to the needs of exceptional students to the maximum extent appropriate, including the use of supplementary aids and services.*

The School will make adaptations to school facilities, to the maximum extent appropriate and within provisions of the law, the Americans with Disabilities Act of 1990 (ADA), to ensure that students with disabilities enrolled in the School will be educated in the least restrictive environment. Supplementary aids and services will be provided on a need basis as stated on a student's IEP. Contracted SLP, OT, and PT personnel will be hired by the school to service the needs of each student.

*E. Describe how the school's effectiveness in serving exceptional education students will be evaluated.*

The School's effectiveness in serving special education students will be evaluated in the ability for the student to demonstrate learning gains consistent with the annual goals specified in the child's IEP. In addition, data from State, district and school based assessments (baseline, screening, progress monitoring and diagnostic) will be collected and monitored regularly by the ESE and General Education teachers to measure growth and determine if modifications or adjustments to instructional strategies or accommodations are needed.

In addition to these goals, data from interim assessments, districts, state assessments will be used to determine whether students' needs are being met. Parents will be notified of student progress on a quarterly basis, at minimum, through a Status Report on such goals. In addition, feedback from the Sponsor's annual ESE compliance review will also help the School to measure its effectiveness in serving student's needs.

*F. Explain how exceptional students who enter the school below grade level will be engaged in and benefit from the curriculum.*

When an ESE-eligible student is determined to be performing below-grade-level in reading, writing, mathematics, and/or science, the IEP Team may be convened to review the IEP. The student's IEP must address all of the student's educational needs, including the student's below-grade-level performance. The IEP Team may recommend Tier 2 RtI interventions to address the student's educational need in reading, writing, mathematics, and/or science.

The School's program allows students to make real-world connections thereby encouraging all students to be more engaged. This allows students, including those in special education, entering below grade level to benefit more from the core curriculum. The school will take steps to ensure that these students, in particular, are successful. For example, the school will determine the level of mastery in reading, writing, mathematics and science for all students using baseline data and interim assessment data. This information, coupled with the prior year's standardized tests results and student records, will be used to determine the best educational setting for students (e.g., appropriate course selection, tutoring, referral for special services).

The Florida Standards articulate rigorous grade-level expectations in the areas of Mathematics and English Language Arts. Students with disabilities must be supported and challenged to excel within the general curriculum and be prepared for success in their post-school lives, including college and/or careers. In order to accomplish this, the School will commit to instruction that incorporates supports and accommodations, including<sup>1</sup>:

- Supports and related services designed to meet the unique needs of these students and to enable their access to the general education curriculum.
- An Individualized Education Program (IEP), which includes annual goals aligned with and chosen to facilitate their attainment of grade-level academic standards.
- Teachers and specialized instructional support personnel who are prepared and qualified to deliver high quality, evidence-based, individualized instruction and support services.
- Teachers who maintain a culture of rigor and high expectations in alignment with the Florida Standards expectations.
- Instructional accommodations in materials or procedures-, which do not change the standards but allow students to learn within the framework of the Florida Standards.
- Assistive technology devices and services to ensure access to the general education curriculum and the Florida Standards.
- Instructional supports for learning based on the principles of Universal Design for Learning (UDL), which foster student engagement by presenting information in multiple ways and allowing for diverse avenues of action and expression.

Apart from providing the specific services listed in a student's IEP, EP, and/or ELL plan, as applicable, the School's faculty will differentiate instruction as necessary, as well as offer tutoring services or other such assistance to ensure students remain successful. Student performance will be continuously assessed and students not making adequate progress towards mastery of the *Florida Standards and NGSSS as applicable* will be provided with appropriate supports and interventions as follows:

- Reading strategies in the content areas will be facilitated throughout the curriculum to provide students with additional practice in addition to those taught during Reading/Language Arts classes.

<sup>1</sup> <http://www.corestandards.org/assets/application-to-students-with-disabilities.pdf>

- Morning, Saturday, and daily pullout tutoring may be required for those students consistently demonstrating non-mastery of the standards.
- Students consistently demonstrating non-mastery of benchmarks on teacher generated quizzes, chapter tests, projects, investigations, and poor academic progress will be targeted for supplemental and intensive instruction/intervention.
- For all students showing deficiencies in any of the content areas, the IEP team will reconvene to review the current IEP and modify the goals, accommodations in an effort to remediate the student and provide the most appropriate educational plan of action.

***G. Provide the school's projected population of students with disabilities and describe how the projection was made.***

The School will be nonsectarian in its programs, recruitment, admission policies and operations. The promotional plan to be followed in publicizing the School will be designed to reach the entire community and, accordingly, all groups within it. By publicizing the availability of the School throughout Indian River County, the School's demographic composition should mirror that of the local community. Therefore it is anticipated that the School's total enrollment should include approximately 12% of students with disabilities.

The school has based its projections on the average current enrollment in the District, which currently estimate an average of 12% SWD student population. The data was derived from the 2014 LEA Profile published by Florida Department of Education Bureau of Exceptional Education and Student Services.<sup>2</sup>

***H. Identify the staffing plan, based on the above projection, for the school's special education program, including the number and qualifications of staff.***

The school will employ teacher(s) with proper certifications available to serve students with disabilities as projected by an estimated 12% of SWDs currently attending the district schools. The school teaching staff will include a certified ESE Teacher with demonstrated experience in providing support and services to children with disabilities. The ESE Teacher will be an employee of the School and will at a minimum possess full certification in special education. The school will increase number of staff based on actual enrollment of SWD and their specific needs.

The ESE Teacher will ensure the implementation of all IEPs and Section 504 Plans. The needs of the population of students with disabilities will dictate the role of the ESE Teachers. The ESE teachers will provide services within the General Education setting through consultation, collaboration, and/or support facilitation, as well as maintain all ESE records to ensure compliance. If the needs of the SWDs include consultative and collaborative services, the ESE teacher can arrange his/her schedule to meet the needs of the students and maintain compliance of records. For example, the ESE teacher may co-teach a class in Reading/LA and/or math and meet the needs of those students as well as consult with the General Education teachers on a weekly or monthly basis to ensure SWD students on consultation are making progress and accessing the curriculum. However, if the

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<sup>2</sup> <http://www.fldoe.org/ease/datapage.asp>

need arises to hire an additional ESE teacher(s), that decision will be made based on the needs of the population of students with disabilities.

Consultation provided by the ESE Teacher may include:

- adjustments to the learning environment
- modifications of instructional methods
- adaptation of curricula, and the use of appropriate accommodations to meet the needs of individual students

ESE teachers will be hired to service students with disabilities, in accordance with the level of support needed to implement the related services and specialized instruction detailed on the IEP.

The school will employ teachers who meet all licensure and/or certification requirements that apply to the area in which the individuals are providing services to the special education students. Speech-language, occupational, and physical therapy services will be contracted services that the School may provide for students who qualify for those services. Similarly, all personnel who provide related services (e.g. psycho-social counseling will be provided by a psychologist, social worker or mental health professional, etc.) to students will meet all required licensure and/or certification requirements pertaining to their area of related service.

*1. Describe how the school will serve gifted and talented students.*

The School recognizes the special needs of gifted learners and is committed to offering programs that provide maximum development of each student's academic talents. Instructional programs for gifted students emphasize acceleration and enrichment based on students' strengths and needs as indicated by their giftedness. The philosophical focus of the gifted program promotes increased access, rigor, and achievement.

Gifted Education Program will emphasize a quantitatively differentiated curriculum based on content, concepts, processes, and applications through products/projects in language arts, mathematics, science and/or social studies. Such a differentiated curriculum provides for in-depth consideration of topics and concepts beyond the requirements of regular courses, and therefore, is designated as an academically accelerated program.

The curriculum for the gifted student assures access to the general curriculum, with emphasis on what the Educational Plan (EP) team determines will offer opportunities for growth for the gifted learner based on the student's strengths and present level of performance. Therefore, the curriculum for gifted students reflects Florida Standards and Next Generation Sunshine State Standards through the implementation of the appropriate Pacing Guides and the Gifted Goals and Objectives identified in the students' EPs. These include, but are not limited to, the important concepts of: critical thinking, creative thinking, developing independence in learning, personal growth, leadership skills, research skills, and problem solving.

In order to implement the curriculum for the gifted, specific instructional strategies include an effective and differentiated approach designed for the abilities of gifted students. The following curriculum differentiation strategies are in place to ensure that each individual student progresses in the curriculum to the maximum extent appropriate.

- Curriculum Compacting - involves eliminating the repetition of work that has already been mastered and streamlining lessons that can be mastered at a pace commensurate with the student's motivation and ability.
- Independent Study - opportunity for students to pursue areas of personal interest or to individually investigate course topics.
- Enrichment Clusters - learning situations that are purposefully designed to produce a product or service that will have an impact on an intended audience.

- Learning Centers - a physical area of the classroom that is organized with various materials and learning experiences for specific instructional purposes.
- Flexible Grouping - grouping of students according to their learning needs, strengths, and preferences.

A range of service delivery options will be available to meet each gifted student's special needs based on the student's Educational Plan (EP) and will be provided with administrative support to assure adequate funds for materials and professional development. The following delivery models may be available for students:

- **Elementary Content Part-time Gifted Program (K-5)** - students attend the gifted program for a block of time from 1 to 2.5 hours each day. They receive a total of 5 to 12 hours of gifted services per week and interdisciplinary instruction around selected basic subjects (Mathematics, Science, Social Studies, and/or Language Arts/Reading). All of the students in the gifted course are eligible for gifted services and the teacher is endorsed to teach gifted or on an approved waiver to complete the gifted endorsement.
- **Elementary Full-time Gifted Program (K-5)** - students are served in a self-contained classroom in which gifted strategies are utilized throughout the school day and across all subject areas. All of the students in the gifted course are eligible for gifted services and the teacher is endorsed to teach gifted or on an approved waiver to complete the gifted endorsement.

### Identification of Gifted Students:

The School will follow guidelines and procedures detailed in the SDIRC ESE Policies and Procedures Manual and Rule 6A-6.03019, Special Instructional Programs for Students who are Gifted.

For those students who may be gifted, the following procedures will be followed:

1. The screening process for the School includes the development of a talent pool of students who demonstrate unusual ability. Students will be screened using two or more of the following criteria:
  - High academic achievement, as indicated by standardized test 89 percentile or higher or Standardized Assessment Scores (language in years prior to 2015: FCAT Level 4 or 5 or other state assessment in lieu of FCAT) or course work grades of A or B.
  - Above average creative output in artistic, literary, scientific, or mathematics endeavors
  - Very rapid learning rate or unusually insightful conclusion
  - Multiple nominations from teachers and staff who observe unique talent
  - Parental reports of advanced developmental behavior, such as early reading, verbal precocity and use of complex syntax, or evidence of mechanical aptitude
  - Outstanding academic, creative, or leadership abilities, self-reported or peer-reported.
2. A student profile is developed for a student being referred to the Problem Solving. The student profile includes the following:
  - Gifted Characteristics Checklist- Students need to demonstrate a majority of gifted characteristics on the rating scale to continue in the process; and
  - Information that can be utilized to demonstrate the student's ability and need for gifted program services.
    - This information may include, but is not limited to: a. standardized test scores (A standardized achievement test is administered to students who do not have Stanford Achievement Test or Florida Standards Assessment scores (language in years prior to 2015: FCAT);

- Classroom performance indicators such as report card grades, class work, and/or projects.
- 3. A PST meeting is convened in order to review the information gathered in the student's profile. The PST makes the determination of whether or not to continue the evaluation process, based on the supporting documentation and a majority of gifted characteristics as measured by the Gifted Characteristics Checklist.
- 4. Once it has been determined that a student meets the screening requirements to proceed with a gifted evaluation, the gifted coordinator will collect the documentation required for referral and schedule a meeting with the student's parent, teachers, and school psychologist to review the documents and secure parent permission to evaluate the student.
- 5. Upon review of the completed evaluation and referral packet, district staff will notify the gifted coordinator of eligibility.
  - If the student is found ineligible, parents will be notified in writing.
  - If it is determined that the student is eligible for gifted services, the gifted coordinator will schedule an EP meeting with the district staffing specialist, the student's parent(s), and a teacher of the gifted to develop an Education Plan (EP). The Gifted Eligibility Determination Form will be used to evaluate placement in the gifted program.

The School will follow the procedures delineated in the Sponsor's "*District Plan to Increase the Participation of Underrepresented Students in the Gifted Program*" as described below:

A referral for gifted education can be made by a teacher, a parent/guardian, or any qualified individual who has knowledge of student's abilities. A student profile is developed for a student being referred to the PS Team. The student profile includes the following:

- Gifted Characteristics Checklist (FM 7051) - Students must demonstrate a majority of gifted characteristics on the rating scale to continue in the process; and
- Information that can be utilized to demonstrate the student's ability and need for gifted program services. This information may include, but is not limited to:
  - standardized test scores;
  - classroom performance indicators such as report card grades, class work, and/or projects.

A meeting is convened in order to review the information gathered in the student's profile. Based on the supporting documentation and a majority of gifted characteristics as measured by the *Gifted Characteristics Checklist*, the PS Team makes the determination of whether or not to continue the evaluation process,

### **Student Evaluation Procedures**

School District of Indian River County *District Plan to Increase the Participation of Underrepresented Students in the Gifted Program* utilizes four indicators of giftedness to determine eligibility for students in underrepresented groups:

- The Gifted Characteristics Checklist is used to determine students' verbal, learning, motivational, and social/leadership abilities.
- A variety of standardized academic achievement test data
- Superior intellectual development as measured by an IQ of 119 or above
- To determine the intellectual development of a potentially gifted student, a licensed psychologist will administer an individualized test of intelligence.

- The *Williams Creativity Scale* may be used to determine creativity. The *Williams Creativity Scale* is an assessment of creativity completed by the student's teacher. It contains 48-items assessing originality, fluency, flexibility, elaboration, curiosity, imagination, complexity, and risk taking.
- Additionally, all students must display a need for a special program and a majority of the characteristics of gifted children as measured by the *Gifted Characteristics Checklist* in order to be determined eligible for gifted programs.

### **EP Plan Development:**

#### **The EP team will meet to develop an appropriate EP plan which will include:**

- A statement of the student's present levels of educational performance that may include, but is not limited to, the student's strengths and interests, the student's needs beyond the general curriculum, results of the student's performance on State and district assessments, and evaluation results
- A statement of goals, including benchmarks or short-term objectives
- A statement of the specially designed instruction to be provided to the student
- A statement of how the student's progress toward the goals will be measured and reported to the parents
- The projected dates for the beginning of services and the anticipated frequency, location, and duration of these services

#### **The EP team will consider the following during development, review, and revision of the EP:**

- The strengths of the student and the needs resulting from the student's giftedness
- The results of recent evaluations, including class work and State or district assessments
- In the case of a student with limited English proficiency, the language needs of the student as they relate to the EP

#### **Timelines for development of the EP include the following:**

- An EP is in effect at the beginning of each school year for each student identified as gifted who is continuing in a special program.

An EP is developed within thirty (30) calendar days following the determination of eligibility for specially designed instruction in the gifted program and is in effect prior to the provision of these services.

- Meetings are held to develop and revise the EP at least once every three (3) years for students in grades K-5.
- EPs may be reviewed more frequently, as needed, such as when a student transitions from elementary to middle school.

#### **EP Participants Include:**

- The parents, whose role includes providing strengths of the student, expressing concerns for enhancing the education of their child, participating in discussions about the child's need for specially designed instruction, participating in deciding how the child will be involved and participate in the general curriculum, and participating in the determination of what services the district will provide to the child and in what setting
- At least one teacher of the gifted program

- One regular education teacher of the student who, to the extent appropriate, is involved in the development of the student's EP; involvement may include the provision of written documentation of a student's strengths and needs for review and revision of the subsequent EPs
- A representative of the school district (staffing specialist) who is qualified to provide or supervise the provision of specially designed instruction for students who are gifted and is knowledgeable about the general curriculum and the availability of resources of the school
- An individual who can interpret the instructional implications of the evaluation results; this individual may be a teacher of the gifted, a regular education teacher,
- At the discretion of the parent or the school district, other individuals who have knowledge or special expertise regarding the student, including related services personnel (**Note:** The determination of the knowledge or special expertise shall be made by the party who invited the individual to participate in the EP meeting)
- Whenever appropriate, the student

#### **Implementation of the EP**

- An EP will be in effect before specially designed instruction is provided to an eligible student and will be implemented as soon as possible following the EP meeting.
- The EP will be accessible to each of the student's teachers who are responsible for the implementation, and each teacher of the student is informed of specific responsibilities related to the implementation of the plan.

## Section 7: English Language Learners

- A. *Describe how the school will comply with state and federal requirements for serving English language learners, including the procedures that will be utilized for identifying such students and providing support services.*

The School will adhere to all applicable provisions of Federal law relating to students who are English Language Learners (ELL), including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974. \*Note: The ELL Plan, as referenced herein, reflects current policies and procedures adopted by the Sponsor. The School hereby agrees to adopt and implement the Sponsor's policies and procedures with respect to the ELL Plan, as amended from time to time.

The School will follow the School District of Indian River County District ELL Plan and will abide by the requirements of the LULAC et.al. vs. State Board of Education Consent Decree (1990), which is the framework for compliance with federal and state laws and also addresses the civil rights of ELL students with regards to Identification and assessment, equal access to appropriate programming and categorical and other programs for ELL students, personnel, monitoring issues, and outcome measures.

To that end, the School will service the English Language Learner (ELL) student populations as follows:

**Identifying English Language Learners (ELL) Students:** The School will survey ALL parents upon initial entry (registration) using the Home Language Survey (HLS). This is required by the League of United Latin American Citizens (LULAC) et al. v. State Board of Education Consent Decree. The Home Language Survey includes three questions and is given at the time of registration. The questions are as follows:

1. Is a language other than English used in the home?
2. Did the student have a first language other than English?
3. Does the student most frequently speak a language other than English?

If a parent answers "yes" to one or more of the three aforementioned HLS questions, then the student is assessed in English. Initial ELL testing is to be completed within first ten days of entry in the school as follows:

The district uses the Pre-LAS for grades K-1, LAS Links for Grade 2, and LAS for 3-5\*

The reading and writing test is administered to students in grades 3-5 at the same time as the Aural/Oral portion of the test is administered.

\*Students will receive ESOL services until otherwise determined by assessment for eligibility.

**ESOL Program Placement:** The School will provide ESOL instruction in English and ESOL instruction in the basic core subject areas in accordance with the guidelines and procedures outlined by the current District ELL Plan. Program instruction will be designed to develop the student's mastery of the four language skills, including listening, speaking, reading, and writing, as rapidly as possible.

If the school has 15 or more ELL students speaking another language (per language group) other than English upon registration, the school will ensure that a linguistically qualified teacher or paraprofessional will be staffed to assist ELL students in understanding content instruction. (LULAC et al vs. School Board of Education Consent Decree). Teachers and paraprofessionals assigned to this program are expected to assist ELL students using their home language in the core subject areas of mathematics, science, and social sciences. Bilingual paraprofessionals will assist students through the use of the following:

- working in small groups
- translating information
- interpreting test questions and homework assignments as appropriate

#### **Content-area instructional delivery models:**

ELL Students may be taught in English in the general classroom with the assistance of an assistant if available. Differentiated instructional ELL leveled materials/programs will be used in the instruction of ELL students. Florida Standards will be the basis of all curriculum instruction. Teachers of ELL students will deliver comprehensible instruction to students using ELL strategies. The instructional services delivered to ELL students are equal in scope, sequence, and quality to those provided to non-ELL students.

If necessary, ELL students may be instructed in the Home Language - A minimum of 150 minutes weekly of Curriculum Content in the Home Language for ELLs, Levels 1 and 2, must comply with SPP instructional time requirements, e. g., for mathematics it must be 60 consecutive, uninterrupted minutes. CCHL may be scheduled using pullout or in-class models.

**Providing Support Services:** English Language Learners will receive instruction, which is comprehensible, equal and comparable in amount, scope, sequence and quality to the instruction provided to English proficient students. All teachers will identify ELL students and their respective ESOL levels to enable delivery of comprehensible instruction, for mastery of state standards. All teachers will utilize ESOL strategies (which they will document in their lesson plans) as well as alternative assessments appropriate for ELL students. Teachers will also utilize grading guidelines and report card comments as appropriate for ELLs. The School will follow guidelines detailed in the Sponsor's Student Progression Plan, as applicable to ELL students, for appropriate grade level placement, promotion, and graduation requirements of all students including ELL students.

Administrators will be responsible for monitoring the implementation of strategies by the classroom teacher using the classroom walk-through model. Evidence can be observed during classroom visits, through lesson plans, through use of materials and audiovisuals, and through grade book notations. All teachers of ELLs document the ESOL strategies used for each lesson in their lesson plans. Some of the ELL Strategies to assist ELLs include but are not limited to Marzano's High Yield Strategies, as follows:

- **Identifying Similarities and Differences** - Mind mapping, Venn diagrams, T Charts, Cause and Effect Organizers, Word Sorts
- **Cooperative Learning** - Group Projects, Language Experience Approach, Shared Reading and Writing, Book Pass, Dramatizations
- **Nonlinguistic Representations** - Pictures, Manipulatives, Concept Maps, Student Drawings Mnemonic Clues, Visualization, 5 Senses Organizer
- **Questions-Cues-Advanced Organizers** - Activate background knowledge, Frontload key vocabulary, Predicting, inferencing, concluding, Reciprocal teaching and modeling, Think alouds and guided questions, KWL

- **Home learning and Practice** - Lesson opening with review and preview, Metacognition of strengths and weaknesses. Reflective journals, Sharing goals and objectives with parents, Praise efforts to use English, Hold high expectations, Honor individual learning styles, Use authentic assessment.
- **Resources:** Word-to-Word dictionaries in the students' heritage language/English language will be available in the ESOL and Content classrooms throughout the year, as well as, for all district and state assessments.

Furthermore, the School Principal will commit to providing instruction to ELL students in equal amount, sequence and scope, as to non-ELL students, by ensuring:

- The same program goals and objectives for ELLs as non-ELLs exist (content of basic subject area courses is the same in scope, sequence and quality as the instruction provided to non-ELLs)
- Teacher classroom goals and objectives are for mastery of standard
- Instructional delivery, not content, is modified to meet the needs of ELLs
- Content area teachers receive appropriate ESOL training, and utilize appropriate ELL strategies when ELLs are enrolled in their classes
- All ELLs participate in statewide assessments – and accommodations are provided in accordance with State and District mandates and guidelines, which may include: English to heritage language dictionary; Flexible setting (parent must be notified prior to testing); Flexible scheduling; and Assistance in the heritage language (as specified in testing manual for each respective section of test to determine level of assistance).
  - ESOL Department and Testing Chair attend all required District PDs
  - Abide by Student Progression Plan, including provisions for ELL students.
  - helping students comprehend textbooks and other written materials.

**ELL Plan** - All students classified as ELL will have an Individual ELL Student Plan. Such plan is part of the permanent student cumulative record folder upon entry into the ESOL program. The plan will include biographical student information (name, grade, home language) initial assessment and placement data, ESOL program and update information, program participation, amount of instructional time and/or schedule, exit information, post program review, ELL committee information, as well as a Progress Monitoring Plan (PMP) if needed. The plan will be updated on an ongoing basis to include programmatic changes, assessments, level updating, and ELL committee meeting information.

The ELL Plan will:

- Inform the student, parent, and teachers of the student's ESOL language level
- Monitor student progression
- Establish meetings between the school, the parents, and the student to discuss academic progress
- Provide methods for evaluation and provisions for monitoring and reporting student progress
- Provide for parental and teacher involvement to ensure that the students are being properly serviced
- Provide for student exit from and reclassification into the program.
- Provide documentation for post program review for students who have exited the ESOL program

The School will designate an ESOL coordinator to be responsible for developing and updating all Student ELL Plans, keeping a record of parental contact and ESOL Program Records Folder.

**Parental Involvement:** To promote parent and community participation in programs for ELLs, the school will invite parents to participate in district parent organizations. Parents of ELLs who are, or wish to be, in leadership

positions will also be invited to attend local conferences and will be provided translation technology for better understanding. At least one member of the SAC must be an ELL parent or representative.

**The ELL Committee:** The main function of the ELL Committee is to resolve any issue that affects the instructional program of an ELL student. It is composed of: an administrator or designee, the ESOL teacher/coordinator, the home language teacher (if any), the classroom/subject area teacher(s), and a guidance counselor, or other educators as appropriate for the situation. The parent(s) will be invited to attend any meeting of the ELL Committee.

The ELL Committee will:

- Review instructional programs or progress.
- Address parental/teacher concerns.
- Review instructional program of former ELL (LF) students during the 2-year post-reclassification period with consistent pattern of academic underperformance.
- Handle Reclassification of former ELL.
- Review academic progress for Extension of ESOL services.
- Review all available data to consider exiting a student out of the ESOL program.
- Request evaluations/support from PST/RtI
- Schedule meetings to review the student's progress and make recommendations after thorough review of all necessary data
- Invite parent(s)/guardian(s) to attend all meetings, discuss and explain all recommendations
- Ensure that the parent(s)/guardian(s) understands the proceedings of the meeting, which may include arranging for an interpreter for parent(s)/guardian(s) whose native language is other than English
- Convene meetings in a timely manner and record recommendations in the Individual WLEP Plan
- Maintain an ELL Committee log to detail the date, name of child, reason for convening a meeting, and the outcome of the meeting.

The Student ELL Plan will be updated annually by the principal's designee/ESOL coordinator.

**The Comprehensive English Language Learning Assessment (CELLA):** The CELLA will be administered each spring to all current ELL students to measure proficiency and gains in reading, writing, listening, and speaking as follows:

- Criteria used is two exams: CELLA and current state standardized exam or other exam approved by the Sponsor
- Student must achieve scores at or above the Proficient Level on all four language acquisition components of CELLA
- There are alternate exit procedures as well; however, all must be based on two forms of assessment. That is, the School's ESOL coordinator, in coordination with the teachers, will implement the aforementioned procedures to exit students from the ESOL program.

All ESOL students that EXIT during the school year will need to have an ELL Committee meeting. All relevant sources of data, including the CELLA Online, will need to be reviewed by the ELL committee.

The Language Arts teacher will document former ELL student's progress in the student's ELL Plan using a Post-Program Review Report and a Post-Program Review Student Profile are generated with information regarding ELL

students who have exited the ESOL program within the last two years. Documentation of the progress review for each ESOL-exited student will be conducted at the end of the student's first grading period, first semester, first year, and second year after exiting. ELL plan will reflect the Student's current Language Arts teacher's employee number at time of monitoring. Post Program Review will be the responsibility of the Language Arts teacher, not the ESOL teacher.

If student is not performing due to language deficiencies, student is referred to ELL committee. A decline of 1.0 in GPA requires ELL Committee review.

The school will monitor the student's progress via: report cards, test scores, classroom performance, Benchmark Assessments, Post Program Review Reports (as applicable), Standardized tests (as applicable), and/or Student Case Management referrals (as applicable). This information will assist schools in determining if student's progress as well as the school's effectiveness servicing the needs of its ELL population.

***B. Identify the staffing plan for the school's English language learner program, including the number and qualifications of staff.***

The School will ensure that highly experienced and ESOL certified teachers will be hired to serve the School's English Language Learner Program based on students' proficiency levels. The number of teachers will be based on the number of students identified upon student enrollment (results from home language surveys and/or ESOL levels). Additionally, the school is committed to ensuring that all core curriculum personnel instructing ELL students will have the appropriate training (ESOL endorsement/required coursework including ESOL Issues and Strategies -18, 60, 300 MPP) documentation. The Principal/Staffing Committee will identify each teacher's training status or requirement. The school will identify an ESOL coordinator who will have the responsibility of overseeing, training, and assisting staff in meeting the needs of the school's ELL population throughout the school year. All instructional members will be expected to appropriately identify any ESOL students and levels in their grade books and use ESOL strategies when instructing ELL students. To that end, the School will comply with the Indian River County Public School system's requirement, as a condition of continued employment, all current personnel take the inservice/course work required in order to be certified to instruct ELLs.

**Home Language Assistance Program:** If the school has 15 or more ELL students speaking another language (per language group) other than English upon registration, the school will ensure that a linguistically qualified teacher or paraprofessional will be staffed to assist ELL students in understanding content instruction. (LULAC et al vs. School Board of Education Consent Decree). Teachers and paraprofessionals assigned to this program are expected to assist ELL students using their home language in the core subject areas of mathematics, science, and social sciences. Tutoring logs indicating services provided will be kept at the school by the administrator supervising the program.

Bilingual paraprofessionals will assist students through the use of the following:

- working in small groups
- translating information
- interpreting test questions and homework assignments as appropriate helping students comprehend textbooks and other written materials.

*C. Explain how English Language Learners who enter the school below grade level will be engaged in and benefit from the curriculum.*

The school will make every effort to offer a balanced approach to engage ELL students in classroom activities with their peers. ELL students who enter below grade level will be provided extra help by receiving lessons using modified language. Realistic goals for the students will be set to assist in raising the ELL student to the appropriate grade level.

Promotion and retention for ELLs and ELLs with disabilities will be based on the student's performance in the dominant language while the student is in the process of becoming independent in English. The School's ELL Committee will review and recommend the retention of an ELL student. ELLs who are not meeting district and/or state student performance levels in language arts/reading/ESOL, and/or mathematics and have participated in the ESOL program for more than two consecutive years, must be involved in the school-wide PMP through RtI/MTSS process as delineated in the PMP procedures. ELLs who have participated in the ESOL program for less than two years are to participate in the PMP assessments for monitoring progress only.

Reading proficiency of recently classified ELLs will be assessed following procedures stipulated in the district's K-12 CRRP by the end of the first nine-weeks in an approved ESOL program. For students with disabilities, the IEP will constitute involvement in the school-wide PMP through RtI/MTSS process.

Notwithstanding, retention of a student with disabilities who is also ELL (ESE/ESOL) has the same requirements as a non-ESOL student with disability. The IEP Team will then review the goals and accommodations to address student needs, as appropriate.

The School's ELL Committee will also review all ELLs in grade 3 who have been in the ESOL program for less than two years to determine if they may be exempted from the mandatory retention as provided in Section 1008.25(6)(b), F. S. The ELL Committee will be convened for those students recommended for retention only to review each student's progress and to make recommendations for remediation activities.

As noted in above, English Language Learners will be offered strategies to assist in understanding assignments. Strategies to assist ELLs include but are not limited to Marzano's High Yield Strategies.

One example of a strategy used for ELL students below grade level is scaffolding, which can be provided in a variety of ways:

- checking for comprehension of assignments and simplifying the language if necessary
- using visual information to make verbal information clearer
- keeping a dialogue journal that is shared between the teacher and the student, allowing the student to write freely about his life and to read the teacher's responses
- giving the student extra time to complete tests and other exercises that will be assessed, thus taking into account the time needed for language processing
- having the student keep a vocabulary log and allowing him to look up words, when necessary, in a bilingual dictionary
- selectively correcting grammar errors in the student's writing rather than correcting everything so that the student can gradually master the most important grammar points

Teachers of ELL students will also participate in inquiry based activities in a cooperative learning environment that address the topics of:

- Designing effective instruction for ELLs in the mainstream classroom.
- Building and activating background knowledge and creating contexts for meaningful, authentic interaction.
- Identifying comprehensible input in terms of vocabulary and language structures used as well as in terms of literacy abilities.
- Selecting appropriate material that targets a variety of ability and interest levels so that all learners have access to the curriculum.
- Planning for meaningful differentiation of instruction and integration of multiple instructional strategies.

Examine existing assessment procedures and integrate multiple modes of assessment of ELLs in mainstream classroom

## Section 8: School Climate and Discipline

### *A. Describe the school's planned approach to classroom management and student discipline.*

The School's philosophy regarding student behavior ensures commitment to the school's mission on a daily basis. The School believes that a safe and orderly school is of primary importance to creating an enjoyable learning environment for both students and teachers. Furthermore, when students behave in a respectful, responsible and safe manner, they enjoy a more productive learning experience and develop into responsible citizens.

Thus, students will be expected to abide by a strict code of behavior. Proper conduct will be recognized and consequences will be given for breaking rules in accordance with the belief that inappropriate behaviors that interfere with the learning process and the expectations set for character development can be reduced and ultimately extinguished through consistent, best-practice behavior management techniques. Whenever necessary and appropriate a child study may be convened to create a plan of action for addressing a learner's behavioral challenges as a means for intervention and assistance rather than mere punishment for repetitive negative behaviors that may be addressed through assistance and intervention.

Students will be taught character education throughout the school year, reinforcing a sense of responsibility in their actions and deeds, thus molding more self-aware, capable individuals. The School expects each parent to take an active role in supporting this plan. It is in the student's best interest that parents and staff work together to ensure a happy, safe and productive learning experience.

The School will abide by the Sponsor's Code of Student Conduct, therein incorporating the district's policies and expectations for students related to, including but not limited to, consistent and timely attendance, respect for persons and property, appropriate dress, technology usage, student publications, student activities, student records, and the right to appeal, including grievance procedures et. al. This information will be made available to parents and students upon registration. Parents are expected to read and discuss the policies with their child/children and return the appropriate form(s) with signatures for the students' portfolio records.

Furthermore, a collaborative problem solving process will be utilized to address learning and/or behavioral challenges identified by the classroom teacher and/or identified by the parent and corroborated by the teacher as an in-school behavior. The School will have a team (like a child study team) comprised of a School counselor, a member of the administrative team, and respective department heads e.g. members of the curriculum council (wherein every department is represented) and referring teacher and parent, when appropriate, will meet to discuss the pattern of behavior, targeted potential strategies to aim at assisting the child curtail the undesired behavior or learning outcome. The group will really consider the actual repetitive harmful behavior, and assign targeted strategies and or interventions (including timeframes for implementation and an informal plan of action) will be planned, implemented and subsequently evaluated at a subsequent meeting. The student's response and the results of intervention will be discussed and further action will be determined based on specific data and results gathered. Through this process, the student's needs can be addressed across the curriculum and the strategies can be individualized as well as the student's needs can be discussed and results compared, with allocation of necessary resources being implemented throughout the school day and in every discipline. The goal of this approach is to assist and support the child, avoiding, whenever possible, the necessity for punitive measures that will interrupt the integrity of the everyday academic or social setting of the child.

A school-wide, multi-level instructional and behavioral system for preventing school failure, screening, progress monitoring, data-based decision making for instruction and movement within the multi-level system. Tier 1 represents “universal” interventions needed to support student success, Tier 2 consists of “targeted” interventions for specific students requiring greater assistance, and Tier 3 represents “intensive” interventions for those students who do not respond to Tier 1 or Tier 2 strategies.

***B. Describe the school’s Code of Conduct, including the school’s policies for discipline, suspension, dismissal and recommendation for expulsion.***

In accordance with the School Board of Indian River County Positive Climate and Discipline Code of Conduct, the most appropriate disciplinary action taken by the School’s officials, will be the least extreme measure that can resolve the discipline problem. Teachers and administrators strive to use a variety of informal disciplinary or guidance strategies, prior to, during, and after formal disciplinary action. In order to provide the students with an excellent educational climate the teacher will set classroom expectations. The teacher will create a classroom expectation contract in which the student and the parent will sign acknowledging that they understand what is expected from the student throughout the school year.

The use of corporal punishment, including physical force or physical contact applied to the body as punishment, is prohibited by any member of the School staff and extends to parents or guardians on school grounds. National origin minority or English Language Learners (ELL) students shall not be subjected to any disciplinary action because of the use of a language other than English.

When confronted with an act that may require the imposition of disciplinary action by the School, the student and all other appropriate persons should be given the opportunity to explain the circumstances of the incident. The School will make every effort to inform a parent of disciplinary action prior to the action being taken, if at all possible.

Some of the disciplinary actions that may be utilized (in accordance with the district’s Code of Student Conduct) include:

- Removal from Class
- Student Work Assignment
- Peer Mediation
- Other Alternatives (e.g. after-school detention)

**Suspension:**

The Principal of the School may suspend a student from school for up to ten days for persistent disobedience and/or gross misconduct (and will assign suspension in accordance with provisions of the discipline matrix of the County). Principals take this action when they have exhausted informal disciplinary strategies, or when they have at least considered those alternatives and rejected them as inappropriate in a given situation.

Outdoor Suspension may be utilized by the School under the following conditions:

- The student's presence in school presents a physical danger to the student or others; and/or
- The student and/or parent refuse an alternative to suspension.

During a suspension the child will be given the opportunity to complete the work that was missed during the suspension. Failure to make up the assigned work missed during a period of suspension will result in the student being given the academic grade of "F" for those assignments. A suspended student completing assigned work missed during the period of suspension will not be subject to the withholding of passing final grades unless the student has, in addition to suspension, attained five or more unexcused absences in a semester course or ten or more unexcused absences in an annual course. In addition to making up assigned work, the student will be held responsible for the material presented during the student's absence.

Under no circumstances are teachers required to make special provisions to comply with this procedure. The responsibility for securing assignments missed during the suspension period will be that of the student. Upon completion of the makeup work, within a reasonable amount of time, the student should submit the work to the teacher. The teacher must grade and record the makeup work as it is received. Improved effort and conduct by the student are expected, and lack of improvement will be handled by the teacher in an appropriate manner, (e.g., parent conference, lowered effort and/or conduct grades, or referral to administration).

#### **Dismissal or Recommendation for Expulsion:**

In accordance with the School District of Indian River County Suspension/Expulsion Policy the School's Principal may request that the Superintendent recommend to the School Board that a student be expelled. The Principal of the School may take this action when he/she has exhausted less severe administrative disciplinary action, or when he/she has considered those alternatives and rejected them as inappropriate in the given situation.

1. When a student commits a serious Code of Student Conduct violation, the principal or designee notifies the parent of suspension and the possibility of expulsion.
2. If expulsion is the recommendation, the principal/school administrator notifies the parent/guardian and the superintendent, of this recommendation in writing. The administrator prepares an expulsion packet and sends it to the Attendance Office.
3. The Director of Student Services chairs the SERT meeting. The school administrator attends the meeting and presents the school information. SERT reviews all information and makes a recommendation to the superintendent regarding an alternative placement or to proceed with expulsion. SERT members may investigate and write reports detailing student history at school, home, and any agency involvement.
4. Following the meeting parents/guardians will be notified by phone of the outcome.
5. The superintendent's office notifies the parent of expulsion proceedings if warranted.
6. If expulsion proceeds, a hearing is held with an impartial hearing officer. The student, parent and the school administration provide testimony. After hearing both sides, the hearing officer will recommend to the superintendent alternative placement or recommend expulsion. The superintendent makes his recommendation to the School Board, which has the final authority to expel.

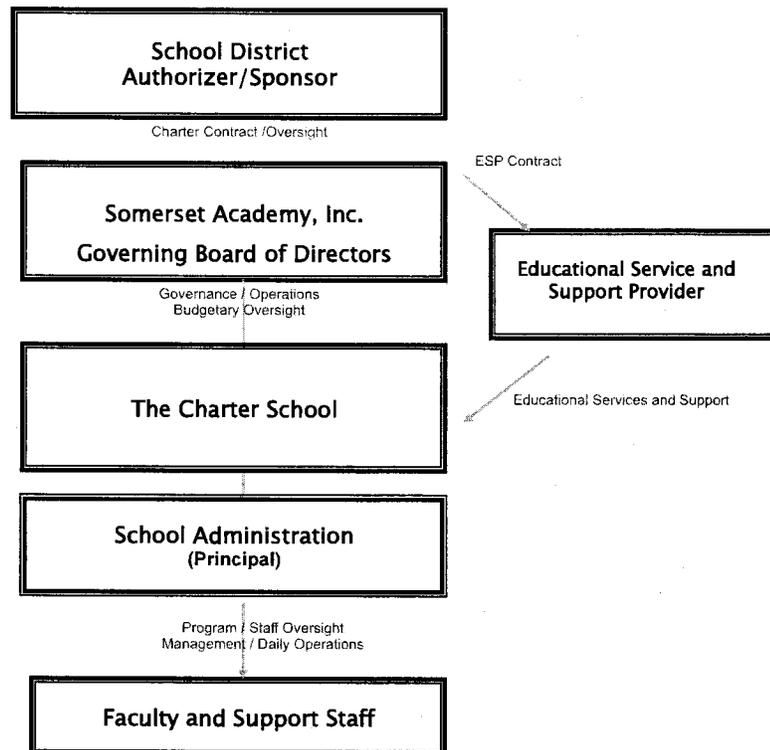
### III. ORGANIZATIONAL PLAN

#### Section 9: Governance

A. Describe how the school will organize as or be operated by a non-profit organization.

Somerset Academy, Inc., a non-profit Florida corporation, is the legal entity that will operate the School as per the *Articles of Incorporation and Bylaws* (Appendix A Corporate Documents). The governing board of directors (the "Governing Board") will have the responsibility for the activities and affairs of the corporation, including management of the school and for providing continuing oversight of school operations. All corporate powers and functions shall be exercised by the Governing Board. The Governing Board is committed to the mission of the school and is cognizant of its responsibility to effectively and properly manage public funds.

B. Provide an organizational chart for the school and a narrative description of the chart. Clearly describe the proposed reporting structure to the governing board and the relationship of the board to the school's leader and administration.



The Somerset Academy, Inc. Governing Board is the ultimate policy-making body with the responsibility of operation and oversight of the school including but not limited to academic direction, curriculum, and budgetary

functions. The school principal, hired by the board, will be responsible for all aspects of school operations within the scope of operating policies and procedures and budgetary functions as adopted and approved by the Governing Board. The school's faculty and staff will report directly to the principal, who shall report to the Governing Board.

The School's on site administration (principal, an assistant principal and/or lead teacher) will ensure that the operations of the School (resources, courses, policies) are in accordance with the mission and vision of the School as adopted and approved by the Governing Board. The administrative staff, as instructional leaders, will make all school-based decisions, establishing and implementing procedures for the day-to-day operations of the School. The faculty and secretarial staff will be responsible for carrying out these procedures in their daily activities and interactions with students, parents and the community.

- C. *Provide a description of how the governing board will fulfill its responsibilities and obligations, including but not limited to:*
- o *Adoption of the annual budget*
  - o *Continuing oversight over charter school operations*

The Governing Board is the ultimate policy-making body for the school, and will have the responsibility for the affairs and management of the school. The Governing Board will provide continuing oversight of school operations, including a responsibility to effectively and properly manage public funds.

The Governing Board will fulfill its responsibilities and obligations by performing the following duties, as well as any and all other duties specified in Florida Statutes regarding Governing Boards of Charter Schools and any other duties specified therein the Applicant's Bylaws:

- Oversee operational policies; Academic accountability, and financial accountability.
- Annually adopt and maintain an operating budget.
- Exercise continuing oversight over charter school operations.
- Report its progress annually to its sponsor, which shall forward the report to the Commissioner of Education at the same time as other annual school accountability reports.
- Ensure that the charter school has retained the services of a certified public accountant for the annual financial audit who shall submit the report to the governing body.
- Review and approve the audit report, including audit findings and recommendations
- Monitor a financial recovery plan in order to ensure compliance (if applicable).
- Report progress annually to its sponsor, including at least the following components (i.e. Charter School Annual Report):
  - a. Student achievement performance data
  - b. Financial status of the School, including revenues and expenditures at a level of detail that allows for analysis of the ability to meet financial obligations and timely repayment of debt.
  - c. Documentation of the facilities in current use and any planned facilities for use by the charter school for instruction of students, administrative functions, or investment purposes.
  - d. Descriptive information about the charter school's personnel, including salary and benefit levels of charter school employees, the proportion of instructional personnel who hold professional or temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field.

*D. Describe the policies and procedures by which the governing board will operate, including board powers and duties; board member selection, removal procedures and term limits; code of ethics, conflict of interest, and frequency of meetings.*

*Charter school governing boards must be guided by a set of by-laws that define how the board will operate. Applicants may include their proposed by-laws.*

The Applicant's Bylaws clearly specify the selection, removal procedures, and term limits of Board Members, and is summarized as follows:

**Selection:** Directors shall be elected at a duly organized meeting of the Governing Board. Notice of the Governing Board's intentions to elect any such Director shall be included in the agenda for that meeting and publicly announced in accordance with Sunshine Law requirements. Newly created directorships resulting from an increase in the number of directors comprising the board and all vacancies occurring on the board for any reason shall be filled by the majority of the members in office at a duly organized meeting of the Governing Board. A member elected to fill a newly created directorship or a vacancy will serve until a successor is elected. Newly elected members will agree to support the founding organization's vision in order to maintain continuity between the founders and the subsequent board members.

**Removal Procedures:** A Director may be removed without cause by a majority of the Directors then in office.

**Term Limits:** Each member of the Board of Directors shall have a term of five (5) years and may only be elected for up to three (3) consecutive years. Upon serving the maximum term, a Director's term shall automatically expire without further action of the Board.

The policies and procedures by which the board will operate, including specific board member powers are specifically detailed in the attached Bylaws.

A brief overview of those policies and procedures is as follows:

**Board Member Powers:** Subject to the limitations of the Florida not-for-profit corporation law, the corporation's Articles of Incorporation and Bylaws, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board shall have the following powers in addition to any other powers enumerated in the Bylaws and permitted by law

- Select and remove all of the officers, agents and employees of the corporation and prescribe powers and duties for them which are not inconsistent with the law
- To conduct, manage and control the affairs and activities of the corporation
- To adopt, make and use a corporate seal
- To borrow money and incur indebtedness for the purpose of the corporation
- To act as trustee under any trust incidental to the principal object of the corporation, and receive, hold, administer, exchange and expend funds and property subject to such trust
- To acquire by purchase, exchange, lease, gift, devise, bequest or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real and personal property
- To assume any obligations, and enter into any contracts or other instruments
- To form and be a member or shareholder of a not-for-profit entity organized under the law of any state
- To carry out such duties as described in the Articles of Incorporation and Charter Contract

**Board Member Duties:** The Governing Board will perform the following duties, as well as any and all other duties

specified in Florida Statutes regarding Governing Boards of Charter Schools and any other duties specified in the Bylaws:

- Oversee operational policies; Academic accountability, and financial accountability.
- Annually adopt and maintain an operating budget.
- Exercise continuing oversight over charter school operations.
- Report its progress annually to its sponsor, which shall forward the report to the Commissioner of Education at the same time as other annual school accountability reports.
- Ensure that the charter school has retained the services of a certified public accountant for the annual financial audit who shall submit the report to the governing body.
- Review and approve the audit report, including audit findings and recommendations
- Monitor a financial recovery plan in order to ensure compliance (if applicable).
- Report progress annually to its sponsor

**Code of Ethics:** It is Board policy that employees and board members uphold the highest standards of ethical, professional behavior. To that end, these employees and board members will agree to commit themselves to carrying out the mission of this organization and shall:

- Be mindful of and honor the safety, health and welfare of the public in the performance of professional duties.
- Act in such a manner as to uphold and enhance personal and professional honor, integrity and the dignity of the profession.
- Treat with respect and consideration all persons, regardless of race, religion, gender, sexual orientation, maternity, marital or family status, disability, age or national origin.
- Recognize that the mission at all times is the effective education of children and the development of institutions to foster that mission.
- Engage in carrying out the Board's mission in a professional manner.
- Collaborate with and support other professionals in carrying out the educational mission.
- Build professional reputations on the merit of services.
- Keep up to date and informed on emerging issues and business of the Board, and to conduct themselves with professional competence, fairness, impartiality, efficiency and effectiveness.
- Uphold and implement policies adopted by the Board of Directors.
- Keep the faculty, parents, students and community informed about issues affecting them.
- Conduct organizational and operational duties with positive leadership exemplified by open communication, creativity, dedication and compassion.
- Exercise whatever discretionary authority they have under the law so as to carry out the mission of the organization.
- Serve with respect, concern, courtesy, and responsiveness in carrying out the organization's mission.
- Demonstrate the highest standards of personal integrity, truthfulness, honesty and fortitude in all activities in order to inspire confidence and trust in such activities.
- Avoid any interest or activity that is in conflict with the conduct of official duties.
- Respect and protect privileged information to which they have access in the course of their official duties.
- Strive for personal and professional excellence and encourage the professional development of others.

**Conflict of Interest Policy:** As a nonprofit, tax-exempt organization authorized to operate charter schools, the operations of the Applicant can also be viewed as a public trust, which is subject to scrutiny by and accountable to the public. Consequently, a fiduciary duty exists between the Board, officers, management employees, and the public, which carries with it a duty of loyalty and fidelity. The Board, officers, and management employees have the

responsibility of administering the affairs of corporation honestly and prudently. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not improperly use their positions with, or knowledge gained from the organization for their personal benefit.

Nature of Conflicting Interest: A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned above. Such an interest might arise through:

- Owning stock or holding debt or other proprietary interests in any third party dealing with the Corporation.
- Holding office, serving on the Board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with the Board.
- Receiving remuneration for services with respect to individual transactions involving the Corporation.
- Using the corporation's time, personnel, equipment, supplies or good will for other than Board - approved activities, programs and purposes.
- Receiving personal gifts or loans from dealing or competing third parties. Receipt of any gift is disapproved except gifts of a value less than \$150, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

Interpretation of this Statement of Policy: The areas of conflicting interest listed and the relations in those areas, which may give rise to conflict are not exhaustive. Conflicts might arise in other areas or through other relations. Directors, officers and management employees will hopefully recognize such areas and relation by analogy. However, it is the policy of the Board that the existence of any conflict of interest shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the Board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

**Disclosure Policy and Procedure:** Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed: 1. The conflicting interest is fully disclosed; 2. The person with the conflict of interest is excluded from the discussion and approval of such transaction; 3. Where products, goods or services are being procured or sold, that there exists reliable independent evidence of fair value (which shall be specifically identified in and attached to the minutes), which may include a competitive bid or market survey or comparable valuation or other reliable evidence of market value; and 4. The Board has determined that the transaction is in the best interest of the organization.

Disclosure in the organization should be made to the Board Chair who shall bring the matter to the attention of the Board. Disclosure involving the directors should be made to the Board. The Board shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair and reasonable. If the conflict is not deemed to be material and the conflicted party is excluded from the decision making process, then the Board can use its reasonable judgment and make a decision, which it deems to be in the best interest of the entity. The decision of the Board on these matters will rest in its sole discretion, and its concern must be the welfare of the Corporation and the advancement of its purpose.

**Meeting schedule selection:** A procedure for selection of meeting schedule is clearly written in the Applicant's Bylaws. The Applicant will vote upon and post their meeting schedule for the opening school year, and annually thereafter, in accordance with chapter 119 of the Florida Statutes, relating to public records, and public meetings.

In accordance with 1002.33(7)(d)(2) F.S., the governing board will hold at least two public meetings per school year in the school district. The meetings will be noticed, open, and accessible to the public, and attendees will be provided an opportunity to receive information and provide input regarding the charter school's operations.

- E. List each of the proposed members of the school's governing board, indicating any ex-officio members and vacant seats to be filled. Complete Addendum B (Form IEPC-M1A) for each school currently or previously operated by the Governing Board.

The following is a list of the members of the school's governing board and a brief description of their backgrounds, skills, and experience highlighting their proposed contribution in servicing as a governing board member. (*Please see completed Addendum B, attached, for additional information on the existing governing board and the schools it operates in the State of Florida.*)

#### **SOMERSET ACADEMY, INC. BOARD MEMBERS**

##### ***David Concepcion – Director / Chair***

Mr. Concepcion has been a part of the Charter School movement, originally serving as Board Member and Chairman of Mater Academy Charter Schools from 2003-2006, and later joining the Somerset Academy Charter Schools as an Executive Board Member since 2006. David worked as the Chief Legislative Aide with the Florida House of Representatives, Mayor's Chief of Staff and City Clerk in the City of Hialeah, FL, and currently serves as the Assistant City Manager and City Clerk at the City of Pacific Grove, CA. Mr. Concepcion has experience in the areas of bill-drafting, presentation of legislation, implementation of legislation among governmental agencies, fundraising, governmental relations, and municipal management. Mr. Concepcion works directly with local constituency and serves as a liaison to the community with the media, state, federal and local agencies. Mr. Concepcion attended the University of Florida, where he obtained a Bachelor of Arts Degree in Political Science with a specialization in International Relations and Latin American Studies; and is currently studying to obtain his Masters in Public Administration from St. Thomas University.

##### ***Lourdes Isla – Director / Vice-Chair***

Ms. Lourdes Isla is an accomplished educator with ten years of experience in the field of education. Ms. Isla is currently the principal of Mater Gardens Academy Elementary and Middle Charter Schools, both A+ charter schools in Miami-Dade County. She is responsible for overseeing the daily school operations of 500 students and over 30 staff members. Under Ms. Isla's direction, the schools are ranked among the top third of public elementary and middle schools in Miami-Dade County, achieving Adequate Yearly Progress under Federal standards of the No Child Left Behind Act and earning "A" grades from the Florida Department of Education. In 2014, the school was honored with the distinction of being recognized as one of the countries outstanding public schools by the U.S. Department of Education and awarded designation as a National Blue Ribbon School. Ms. Isla is currently pursuing her doctorate degree in Organizational Leadership from Nova Southeastern University.

##### ***Todd German – Director / Treasurer***

Todd was born in Augsburg, Germany when his father was serving in the U.S. Army. Raised in Virginia Beach, Todd has been a resident of the Florida Keys for 16 years and has lived in Key West since 1999. As a young man, Todd enlisted in the U.S. Army on his 18th birthday and served in the 82nd Airborne and 7th Special Forces at Ft. Bragg, N.C.

Professionally, Todd is an Investment Advisor and partner in Keys Wealth Management, a private investment management firm. He has previously served as a senior officer for a number of local financial institutions. Since arriving on the island, he has immersed himself in leadership roles in the arts, civic activities and the business community.

Most recently, Todd is the President of the Key West Collegiate School, Vice Chair of the Community Foundation of the Florida Keys, Vice President of the Key West Business Guild and member of the Key West Citizen Editorial Board. In addition, he is the Chairman and spokesperson for Hometown! PAC.

He is the former President of the Montessori Charter Elementary School, Former Chair of the Key West Citizen's Review Board, and former President of the Key West Botanical Garden Society. Todd is a graduate of Leadership--Monroe County, the Key West Ambassador Program and the Key West Citizen's Police Academy.

He holds memberships in all the associations promoting business in Key West--the Attractions, Lodging, Innkeeper's and Realtor's Associations. His daughter Valerie, an Ultra Marathoner, is currently an Internal Medicine resident at Eastern Virginia Medical School.

***Ana Diaz, M.S. Elementary Ed. – Director / Secretary***

Ms. Diaz has been in the field of education for over fourteen years. She earned her Master's Degree in Elementary Education from the University of Florida and began her career as a teacher in the Miami-Dade County Public School System. Ms. Diaz continued her studies at Nova Southeastern University where she completed her certification in Educational Leadership. In the fall of 2005, Ms. Diaz began working with Charter Schools and she serves as the Principal of Pinecrest Preparatory Academy Charter School. In addition to supervising the daily school operations, her areas of expertise include curriculum planning, program evaluation, data analysis, assessment design and professional development. Ms. Diaz has been an integral part in the success of the Pinecrest Academy Inc. school organization. Since her election to the Somerset School Board in May of 2013, Diaz has effectively provided oversight and support in her areas of expertise for several of the Somerset Schools and organization.

***Raul L. Martinez, Jr. - Director / Parent Representative***

As the Deputy Chief of Staff & District Director, Mr. Martinez oversees all district offices operations and work flow. He is responsible for recruiting, hiring, training, and managing district staff; he also represents Congressman Joe Garcia at events; monitors district issues and politics, while conducting staff outreach. Mr. Martinez also develops and implements policy objectives, strategies and operating plans for the Congressman's district offices and directs all activities and staff in the district.

Previously, as the Interim Chief of Staff, Mr. Martinez, was the Member's chief policy advisor. He was responsible for developing and implementing position strategies and operating plans for the Member's offices and managing and directing all activities and staff of the Member's Washington D.C. and district offices including overseeing the office budget. Mr. Martinez acted as the Member's principal liaison and responded to office visits and telephone inquiries from constituents and various interest groups.

As Hispanic Vote Director, Mr. Martinez managed community-oriented, metric-driven program to register, engage and turnout Hispanic voters in support of President Barack Obama's re-election in partnership with field, political, communications, digital, data, voter protection and operations departments. He implemented local capacity-building efforts – developing training materials in English and Spanish, organizing voter education events, engaging community stakeholders as strategic partners in organizing structure and contributed to field program by organizing 100's of Hispanic engagement activities across Florida recruiting over 200 volunteers.

Other positions Mr. Martinez has held include Hispanic Outreach Director for Democracy at Stake, Managing Partner of Martinez Consulting Group, Regional Manager – Prestige Builders Group; Senior Account Manager – Public Relations Agencies and Public Information Officer – Miami-Dade Aviation Dept.

Mr. Martinez earned a Bachelors Degree in Public Relations and Communications from Florida International University and Associates in Arts from Miami-Dade Community College.

***Jenny Equijarosa – Director / Parent Representative***

Ms. Esquijarosa is a graduate from Florida International University, school of Journalism and Mass Communications. Her background in event planning and marketing makes her a valuable asset to the Somerset Board. Additionally, Ms. Equijarosa is a charter school parent, having served on the Pinecrest Academy Charter School Board. Responsibilities include logistics & production of dozens of local and nationwide events ranging from private functions of 50 guests, to public events and street festivals of 50,000 consumers. Furthermore, she coordinated marketing, promotional and public relations programs for the live entertainment division, including an exclusive concert series for the Florida Marlins. Ms. Esquijaosa has been with the Somerset Board since 2014.

***Tony Morales- Director / Student Alumnus***

Tony Morales is a proud alumnus of Somerset Academy Charter High school. Graduating summa cum laude from Broward College, he obtained his Associates Degree and is now currently attending the University of Pennsylvania.

He currently serves as the Chairperson of the Board of Directors for *Under A Tree, Inc.*, a nonprofit that works with educational administrators, postsecondary academics, management consultants, venture capitalists, business leaders, and politicians, to connect diverse student populations with transformational leadership education and high-profile mentorship.

Also the CEO of *Preporly*, he develops college admissions consultancy strategies, including human capital sourcing, international marketing, curriculum crafting, and operations flow formulation.

Mr. Morales serves as Consulting Director for 180 Degrees Consulting, the world's largest nonprofit student consultancy. In that capacity, he leads projects to drive organizational change across clients including Camden City Public Schools in New Jersey and Freire Charter School in Pennsylvania. Previously, he served as Director of Strategy and Analytics and Director of Compliance and Governmental Affairs for Academica Virtual Education.

***George B. Ozuna – Director***

George B. Ozuna is a Hydrologist with the U.S. Geological Survey (USGS) whose public service has spanned over 30 years. After graduation from the University of Texas at San Antonio with a B.S in Geology in 1980 he was hired by the USGS as a hydrologist in 1981, and assigned to the San Antonio office. Initially, he was a team member for a project collecting and analyzing data on the Edwards aquifer. From 1984 to 1990 he served as a project chief on several different studies that included such work as: monitoring well installation, aquifer testing, evaluating shallow ground-water systems, and describing the surface hydrogeology. In June 1991, he became the San Antonio Water Quality Specialist, assisting the Office Chief in the development of water-quality projects in the office. In 1993, George was selected as the San Antonio Office Chief as Supervisory Hydrologist and 2009 was promoted to a new position as Deputy Director for the USGS Texas Water Science Center. In January 2013 he took on a new position as Senior Program Manager.

George has worked tirelessly throughout his USGS career to apply his hydrologic knowledge and research to address water issues in the San Antonio area. His outreach efforts to the area's predominantly Hispanic community have been a major factor in the link between the USGS and the San Antonio Hispanic community. This is evidenced by his personalized educational lectures to the area schools and communities and his student mentorship program. Frequently, these efforts have been on George's personal time and paid for out of his own pocket.

In his career with the USGS, he continually is involved in diversity efforts; he served as a vocal member of the Ethnic Minority Advisory Committee and actively on the USGS Bureau Outreach and Recruitment Team. As the USGS representative, George served on the committee that prepared the Department of the Interior Hispanic Association of Colleges and Universities (HACU) Memorandum of Understanding. His participation in the diversity programs for the USGS extended the USGS diversity programs goals into his own office and serve as a model of success for all of the USGS.

To his staff, the students he has mentored, the Hispanic community within San Antonio, and his family, George is an extraordinary modest unsung champion. He is a man of integrity in both his professional and personal life. He has sacrificed many opportunities to leave the San Antonio area for career advancement in order to be an active resource to the Hispanic community of his ancestors. He has maintained an honest obligation regarding the science impact of his hydrology discipline that makes a huge difference to the welfare of the Hispanic community where he lives and works. On the job and after work, his colleagues and neighbors admire and respect him as a person that the San Antonio community as a whole and the Hispanic community in particular can count on to always act selflessly on their behalf.

George is widowed after 30 years of marriage to his wife Ninfa and has two children; Andrea, 22, is a graduate of Incarnate Word High School and now a senior at Rockhurst University. Their son Matthew, 21, is a graduate of Central Catholic High School and a junior at University of North Texas.

***Louis J. Marin – Director***

Louis Marin is the Compliance Officer at Generations Federal Credit Union since June 2013. In that capacity, Marin is responsible for monitoring both Federal and State laws and regulations applicable to Credit Union operations administering loss prevention programs, managing security, vendor management programs and risk management processes. In addition, he serves as the Security Officer for the \$400 million, 48,000 member credit union. A native of San Antonio, Texas, Marin obtained his Bachelor's of Business Administration degree in Accounting from University of Texas at San Antonio in 1981. After an extensive career in the private and public sectors, Marin began working with the credit unions in 2004, where he served as the Vice-President of Project Management, until his currently held position. He is married to his wife Sandra and they have two children; Danielle and James. He serves on several volunteer committees and is a certified Sports Official in basketball, soccer, football and softball.

***F. Outline the methods to be used for resolving disputes between a parent and the school.***

The school's governing board will appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative may be a governing board member, charter school employee, or individual contracted to represent the governing board. The representative's contact information will be provided annually in writing to parents and posted prominently on the charter school's website if a website is maintained by the school. The appointed representative and charter school principal or director, or his equivalent, will be physically present at board meetings in accordance with 1002.33 (7)(d)(1) and 1002.33(7)(d)(2), Florida Statutes.

Positive relations between the School and its parents and families are a primary concern. For that reason, every effort will be made to handle disputes in the most positive way possible. The following steps have been outlined in order to facilitate resolution of such issues:

- Step 1: Make an appointment to clarify issue with your student's teacher (if applicable).
- Step 2: Make appointment to clarify issue with the school administrator.
- Step 3: Contact Educational Support Provider
- Step 4: Contact Board Appointed Parent Liaison
- Step 5: State concerns at a scheduled Governing Board meeting.

*If the school is filing the application in conjunction with a college, university, museum, educational institution, another nonprofit organization or any other partner, provide the following information:*

- G. Name of the partner organization. n/a*
- H. Name of the contact person at the partner organization and that person's full contact information. n/a*
- I. A description of the nature and purpose of the school's partnership with the organization. n/a*
- J. An explanation of how the partner organization will be involved in the governance of the school. n/a*

## Section 10: Management

- A. *Describe the management structure of the school. Include job descriptions for each administrative position and identify key roles, responsibilities and accountability.*

The management structure for the school's day-to-day operations will be as follows:

**The Governing Board** will hire and oversee the school principal. **The Principal**, as the instructional leader, will be responsible for all aspects of day-to-day administration of the school within the scope of the board's operating policy and in compliance with district, state, and federal guidelines for the school's operation. The Principal will hire, oversee, and evaluate faculty and staff. The principal will make all school-based decisions, establishing and implementing procedures for the day-to-day operations of the school including procedures for curriculum and instruction, classroom management, discipline, faculty and staff evaluation, data analysis, testing, support services, parental communication, professional development, discipline, community outreach, oversight of facilities and internal financial controls, etc. The principal will report to the board on the school's operations and finances at minimum at every governing board meeting and will be expected to communicate with the board as often as needed by the School and/or board members in order for school's operational needs to be met.

**The administration** will implement policies and procedures for the daily operations of the school. The principal will delegate duties to administrative support staff to ensure that daily operations, resources, policies and procedures are being implemented in accordance with the school's mission. Faculty and staff will be responsible for carrying out these procedures in their day-to-day duties, activities, and interactions with students, teachers, and parents of the school.

The duties and key roles for these key personnel are detailed in the job descriptions, Appendix D.

The Board expects it will enter into a service agreement with Academica, an Educational Services and Support Provider, to provide off-site support to the school. The support services to be provided are central office functions including but not limited to: assistance with facilities design and maintenance, staffing recommendations and human resource coordination, curriculum support, research and updating, sponsor relations and reporting, program marketing, general accounting services including bookkeeping, payables, asset management, budget preparation, risk management, cash flow analysis, and preparation of financial statements provided to the Governing Board for oversight and approval.

The Sample ESP agreement, in Appendix C, herein includes all anticipated professional support services to be provided.

**Financial Oversight and Management** - The Governing Board has the ultimate responsibility of ensuring that the school's finances are managed properly. As per the duties described in *Section 9- Governance*, the Board will annually adopt and maintain an operating budget and maintain oversight of all school-based finances. The Governing Board will ensure that the charter school has retained the services of a certified public accountant for the annual financial audit. The ESP, as contracted by the Board, will assist the School with additional preparation and reporting of the school's finances.

The school principal, with support from the ESP, will prepare the estimated budget using anticipated enrollment projections prior to the beginning of each fiscal year. Hiring and procurement decisions will be made at that

time. Enrollment will be closely monitored in order to make sure that appropriate master schedules and hiring decisions remain within budgetary constraints. Budget reports will be prepared and presented to the Sponsor and the Board on a monthly basis for oversight. Budgets will be prepared and presented to the Board at all quarterly board meetings.

The board has also established financial policies and internal controls for the school's operational and internal accounts. These policies and controls are detailed in Section 18, *Financial Management and Oversight*, of this application.

**B. Outline the criteria and process that will be used to select the school's leader and the process by which the school leader will be evaluated.**

The school principal will be hired by the board, and will be responsible for all aspects of school operations within the scope of operating policy and budgetary approval by the Governing Board. The Board intends to recruit talented individuals who have knowledge of and experience with instructional, educational, and school-site matters. The school will adhere to the anti-discrimination provisions of s. 1000.05, Florida Statutes.

At minimum, the Governing Board will seek an individual who has:

- extensive administrative and teaching experience;
- State of Florida Educational Leadership Certification;
- experience working with school or advisory educational boards;
- strong managerial capabilities;
- knowledge of the needs of student population;
- positive evaluations from previous administrative position(s);
- letters of recommendation;
- excellent communication skills; and
- demonstrated capacity to meet and or exceed the Florida Principal Leadership Standards

**Administrator Evaluations-**

In compliance with s. 1012.34, F.S., the administrator's evaluation must, at minimum, be based on the following components:

1. **Performance of students.** *At least* one-third of a performance evaluation will be based upon data and indicators of student performance\* This portion of the evaluation will include growth or achievement data of the students attending the school over the course of at least 3 years. If less than 3 years of data are available, the years for which data are available will be used.

\*Student learning growth will be assessed annually and measured by statewide assessments using performance standards adopted into State Board Rule for courses beginning in 2015-16. For courses/subjects not measured by statewide assessments, and courses with statewide assessments without a state-adopted growth model, the school will abide by the district's adoption of either all, some or none of the results of statewide assessments in the performance of students component. (s. 1012.34, F.S.)

2. **Instructional Leadership** - *At least* one-third of the performance evaluation must be based on instructional leadership. Evaluation criteria for instructional leadership must include indicators based upon each of the leadership standards adopted by the State Board of Education under s. 1012.986, including: performance measures related to

effectiveness of classroom teachers, recruitment and retention of effective & highly effective teachers, improvement in the percentage of instructional personnel rated as highly effective & effective, appropriate use of evaluation criteria and other practices that result in student learning growth.

**3. Professional & Job Responsibilities** - the remainder of the performance evaluation may include, but is not limited to, professional and job responsibilities as adopted by State Board of Education and/or the Governing Board of the school and may also include a mechanism to give parents and teachers an opportunity to provide input into the administrator's performance assessment, when appropriate.

Accordingly, the school will use the **SDIRC School Leader Evaluation System** -which meets the above statutory requirements and is aligned to the Florida Principal Leadership Standards, approved by the Florida Department of Education.

The governing board will conduct formal administrator evaluations annually in accordance with s. 1012.34, F.S.

The evaluation systems for school administrators must:

- Be designed to support effective instruction and student learning growth, and performance evaluation results must be used when developing district and school level improvement plans.
- Provide appropriate instruments, procedures, timely feedback, and criteria for continuous quality improvement of the professional skills of instructional personnel and school administrators, and performance evaluation results must be used when identifying professional development.
- Include a mechanism to examine performance data from multiple sources, including opportunities for parents to provide input into employee performance evaluations when appropriate.
- Identify those teaching fields for which special evaluation procedures and criteria are necessary.
- Differentiate among four levels of performance as follows:
  1. Highly effective.
  2. Effective.
  3. Needs improvement or, for instructional personnel in the first 3 years of employment who need improvement, developing.
  4. Unsatisfactory.
- Provide for training and monitoring programs based upon guidelines provided by the department to ensure that all individuals with evaluation responsibilities understand the proper use of the evaluation criteria and procedures.

*C. Provide a staffing plan for each year of the charter term aligned with the school's projected enrollment as detailed on the cover page of this application.*

*\*See below and Appendix B Budget – Staffing Matrix*

Costs for educational staff and administrators are forecast using the published pay scale in effect in the district where the school is located as a guide. The number of instructional personnel is in line with Florida's laws relating to class size.

- Teacher Salaries were derived at by using an average salary of \$39,500 teacher for Year 1, with a CPI of approximately 2% for every year thereafter.
- Paraprofessionals are budgeted at an average salary of \$ 18,000.
- Substitute teacher costs assumes that substitutes will be hired for 10 days/full-time teacher at a rate of \$110/day.
- Administrative Salaries include a Principal, \$ 85,000
- Clerical and Administrative assistant salaries include those for Registrar, Administrative Assistants/Clerical personnel
- Contract Services include professional fees paid to entities such as the Services and Support Provider, Speech Therapist, and other ESE service providers.
- As noted in the detailed Revenue Worksheet included in the application, the budget anticipates that 12% of students will be classified as ESE. There is room in the budget to modify the amount paid for ESE services under Miscellaneous and in the Budget Surplus, should the rate of contracted services for ESE and ESOL increase due to the various needs of the students once enrolled.
- Employee Benefits are calculated at a rate of 23% of all salaries (excluding contracted services). This includes health insurance costs, 401k contributions, tuition reimbursements, Worker's Compensation, and all mandatory federal and state employment taxes. As noted in the application, for employee insurance and benefits selection, the Governing Board has engaged the services of ADP Totalsource, a professional employer organization that provides human resource services to small and moderate size employers. The use of a professional employer organization allows the staff of the School to enjoy the same level of benefits that are available to employees of large organization such as Fortune 500 companies (including health/dental/vision insurance and Retirement/401k plans).

*D. Explain the school's plan for recruitment, selection, development, and evaluation of staff.*

The qualifications to be required of the teachers and the potential strategies used to recruit, hire, train, and retain qualified staff.

**Recruitment** – The School will ensure that faculty members are certified, highly qualified professional personnel.

Accordingly, the School will:

- Recruit teachers through the State-sponsored, *Department of Education, Teach in Florida* website,
- Coordinate efforts to partner with postsecondary educational institutions to serve as host school for interns whenever possible, and
- Organize other efforts to attract in-field experts to serve as teachers in the various disciplines that require higher levels of academic content delivery.

Recruitment efforts will also include advertisements in local newspapers and on the school's website, presentations and fliers at local universities, school job fairs, and via word of mouth. Considerable effort will be taken during interviews to hire the most qualified candidates that cumulatively represent the diverse racial/ethnic background of the local community and county that we serve.

**Selection Process-** The school will look for candidates who demonstrate the following qualifications:

Administration

- Educational background: Master's Degree or higher
- Extensive administrative and teaching experience
- State of Florida Certification in Educational Leadership
- Vast experience in working with school or advisory educational boards
- Strong managerial capabilities
- Knowledge of the needs of the student population served by the School
- Positive evaluations from previous administrative position
- Letters of recommendation
- Excellent communication skills

#### Faculty/Staff

- Educational background: Bachelor's Degree or higher in field
  - State Certification for the required position
  - Excellent presentation and interpersonal skills
  - Satisfactory recommendation and/or evaluations from previous employer
  - Personal characteristics, knowledge, and belief in the school's mission
  - An ability and motivation to work as part of a team in a small-school setting with parental involvement
  - References/Letters of Recommendation

**Hiring Process** - The School's Governing Board will appoint a screening committee to recruit, interview and recommend to the board qualified candidates for Administrative positions, as needed. This committee may include current charter school administrators, employees of the organization, current board members and ESP personnel. Based on the recommendations of the committee, the Board conducts final interviews of the most qualified candidates and hires the Principal and any assistance principals (as the need arises).

The Principal, once hired, recruits teachers and may appoint a school-based committee to screen highly - qualified and certified teachers. This committee develops an interview questionnaire for specific positions, conducts initial screening interviews and makes recommendations to the principal. The principal reviews recommendations, conducts final interview, and makes all final hiring decisions within the scope of the budget, as approved by the Governing Board.

The school will not employ an individual to provide instructional services if the individual's certificate or license as an educator is suspended or revoked by this or any other state. The school agrees to fingerprint all employees as required by Section 1012.32, F.S., all employees agree to background checks, and drug-screening. The School will adhere to the antidiscrimination provisions of s. 1000.05, Florida Statutes. Furthermore, the school will not discriminate based on actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation in the hiring of its employees.

**Employee Evaluations**- In compliance with s. 1012.34, F.S., instructional personnel evaluations must, at minimum, be based on the following components:

1. **Performance of students\*** – in accordance with s. 1012.34, F.S., *At least* one-third of a performance evaluation will be based upon data and indicators of student performance. This will include growth or achievement data of the teacher's students.

\*Student learning growth will be assessed annually and measured by statewide assessments using performance standards adopted into State Board Rule for courses beginning in 2015-16. For courses/subjects not measured by statewide assessments, and courses with statewide assessments without a state-adopted growth model, the school will abide by the district's adoption of either all, some or none of the results of statewide assessments in the performance of students component. (s. 1012.34, F.S.)

**2. Instructional practice.** *At least* one-third of the performance evaluation will be based upon instructional practice. Evaluation criteria used when annually observing classroom teachers, as defined in s. 1012.01(2)(a), excluding substitute teachers, will include indicators based upon each of the Florida Educator Accomplished Practices (FEAPs) adopted by the State Board of Education. For instructional personnel who are not classroom teachers, evaluation criteria will be based upon indicators of the Florida Educator Accomplished Practices (FEAPs) and may include specific job expectations related to student support.

**3. Other indicators** –the remainder of a performance evaluation may include, but is not limited to, professional and job responsibilities as those recommended by the State Board of Education and/or identified by the approved plan, peer reviews, objectively reliable survey information from students and parents based on teaching practices that are consistently associated with higher student achievement, and other valid and reliable measures of instructional practice.

Accordingly, the school will implement SDIRC Teacher Evaluation Procedures (TEP) Manual in alignment with the Florida Educator Accomplished Practices (FEAPs) and in compliance with s.1012.34, F.S.

All teachers will be formally evaluated on an annual basis. Newly hired teachers (new to the district and/or new to the profession) will be formally evaluated at least twice in the first year of teaching and will be under a probationary contract. All personnel must be fully informed of the criteria and procedures associated with the evaluation process before the evaluation takes place. Instructional personnel and administrative personnel who have been evaluated as less than effective must participate in professional development programs as part of the improvement prescription (s. 1012.98, F.S.)

The CWT (Classroom Walk -Through) Program will be used frequently to provide feedback on objective - setting, grade level appropriateness of lessons, appropriate higher-level thinking strategies and appropriate use of texts and materials. Instructional strategies, classroom management skills, and engagement of learners in the classroom will also be observed and teacher performance will be evaluated as a means to inform instruction and provide for professional growth opportunities.

Non-instructional staff, such as clerical staff will also be evaluated and receive feedback on their performance via in-house assessment tools and individual conferences with the principal or designee.

The evaluation systems for school instructional personnel must:

- Be designed to support effective instruction and student learning growth, and performance evaluation results must be used when developing district and school level improvement plans.
- Provide appropriate instruments, procedures, timely feedback, and criteria for continuous quality improvement of the professional skills of instructional personnel and school administrators, and performance evaluation results must be used when identifying professional development.
- Include a mechanism to examine performance data from multiple sources, including opportunities for parents to provide input into employee performance evaluations when appropriate.
- Identify those teaching fields for which special evaluation procedures and criteria are necessary.

- Differentiate among four levels of performance as follows:
  1. Highly effective.
  2. Effective.
  3. Needs improvement or, for instructional personnel in the first 3 years of employment who need improvement, developing.
  4. Unsatisfactory.
- Provide for training and monitoring programs based upon guidelines provided by the department to ensure that all individuals with evaluation responsibilities understand the proper use of the evaluation criteria and procedures.

**Staff Development Plan** - In setting high expectations for both students and teachers, the School will be committed to maintaining the level of high quality instructors by implementing a comprehensive professional development plan. The school will support the professional development needs of all professional staff by subsidizing college classes, facilitating the attainment of continuing education credits, and offering trainings.

Teacher training will be offered throughout the school year in a variety of forms. Select teachers will attend local, state and national conferences and serve as trainer to the remainder of the staff upon return to the School. Appropriate and relevant school wide training will occur on teacher planning days as well as on early release dates. All staff will participate in school-initiated and other relevant and necessary workshops for professional development, and a member of the administrative team will coordinate, assist and monitor the staff development process. In-house workshops and meetings will be held monthly by administrators and may occur as often as biweekly through team leaders, in order to facilitate support, encourage communication, allow for team planning, and troubleshoot concerns and needs.

All Staff will be offered, at minimum, the following school-site and district-based trainings:

- Curriculum Implementation by Subject/Specialty – Teachers will participate in school-wide trainings and individual department trainings throughout the school year related to curriculum implementation, Florida Standards and FSA implementation - These include but are not limited to: *Horizontal and Vertical team planning, CollegeBoard's SpringBoard Training, Implementing Florida Standards in English/Language Arts and Mathematics instruction.*
- Comprehensive Research-Based Reading Plan Implementation and Instructional Reading Strategies Across The Curriculum
- Differentiated Instruction – This training teaches teachers and coaches how to differentiate and individualize instruction in order to create effective targeted instructional lessons and tutoring to increase student achievement and maximize instructional time.
- Data-Driven Decision-Making – Administrators and staff learn how to analyze, extrapolate and disaggregate school data from a variety of sources and to use this data to create effective school improvement plans and increase student achievement.
- PS RtI MTSS Framework – Staff learn to create RtI Leadership team that utilizes the Problem-Solving (PS) model to meet the academic and behavioral needs of all students.
- Technology for the Next Generation – Staff will participate in hands-on technology workshops to learn how to integrate technology into the classroom. The purpose is to ensure schools are growing with technology to ensure students and teachers are prepared for the expectations of the 21<sup>st</sup> century and national technology standards.
- Promethean Board Trainings: Beginner/Intermediate

- Safety and Security – Safety and security training will instruct staff on daily safety procedures, and how to prevent and protect the school and students, to handle emergency situations, and to recognize potential threats in accordance with the school safety plan.
- Individual Professional Development Plan (IPDP) – In addition to school wide professional development opportunities, faculty members will each complete an Individual Professional Development Plan (IPDP) as a means to document and identify areas for personal targeted professional growth, including the identification of strategies for obtaining specified goals, its' compatibility to ensuring the professional development exercise will serve to benefit the student, and a timeframe in which the staff development exercise should occur. All IPDPs will be approved by the Principal, or designee, at such time the principal may elect to recommend additional recommended professional development that should occur within a given timeframe. The principal or member of the administrative staff, together with the teacher, will commit to the IPDP, including the allocation of necessary resources for plan implementation, and observation of new/struggling teachers by veteran/mentor teachers to implement support strategies.

**The professional development plan for administrators** will encompass both internal and district-based in-service trainings. Administrators may also participate in professional development conducted through: the National Association of Secondary School principals; the National Association of Elementary School Principals; the Southern Association of Colleges and Schools/AdvancEd; Association for Supervision and Curriculum Development; and state trainings.

At a minimum, administrators will be encouraged to participate in the following professional development trainings and conferences:

- Florida Annual State Charter School Conference - administrators will attend state conference on an annual basis.
- Clinical Educator Training – This training provides quality support for developing administrators for the classroom or other educational environments such as the student services area. The Clinical Educator Program is designed to assist experienced educators as they exercise the very critical task of supporting and mentoring developing professionals in a variety of settings. This course helps develop skills for coaches and mentors in a formative observation, clinical supervision, feedback skills, and professional development planning for increased instructional effectiveness. The Florida Performance Measurement System's formative and summative processes are incorporated.
- Classroom Walk-through Training - Provides school leaders with strategies and tools to effectively structure classroom visits and follow-up reflection. Reflective thinking about one's practice provides an effective strategy for change and improvement by fostering a process of communication between the instructional leaders and the teacher to increase the focus on student achievement. The process provides a powerful strategy for increasing student achievement; a strategy for classroom visits that focuses on teaching and learning; methodology for analyzing the classroom for feedback purposes, and the use of reflective conversation for providing feedback.
- Budget Training for Administrators – This training addresses school budgeting as it pertains to both the school's operating budget and internal accounting policies and procedures, *Financial and Program Cost Accounting and Reporting for Florida Schools* (Redbook) requirements, and checks and balances to ensure a sound budget.

- Master Scheduling for Administrators – Administrators are trained on creating an efficient and effective master schedule that meets the national, state and district course requirements, is financially sound, and that meets class size requirements.
- Developing the School's Improvement Plan – This training assists school administrators to develop a sound and effective school improvement plan to ensure an equitable and high-quality school improvement plan. This process includes data analysis, goal-setting, budget planning, professional development planning and reflective practices.
- Principal Chat Sessions – Charter School Administrators meet by level (secondary, elementary) to go over pertinent topics and to share best practices. These sessions include curriculum development, standards implementation, scheduling, educational changes, innovative programs, and more. Experienced administrators share their best practices for using student achievement data with newly appointed assistant principals.

**Retention of Staff:** The School wishes to provide the best benefits and employee services possible. Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that the School will amply demonstrate their commitment to employees by responding effectively to employee concerns.

A number of the programs (Social Security, workers' compensation, and unemployment insurance) cover all employees in the manner prescribed by law. Additionally, the school will provide a wide range of benefits such as Flexible Benefits Plan; Direct Deposit; Retirement/401(k) Savings Plan; Bereavement Leave; Dental Insurance; Family Medical Leave; Financial Counseling; Health Insurance; Holidays; Life Insurance; Long-Term Disability; Sick Leave; Vision Care Insurance to ensure the retaining of qualified and capable staff. These fringe benefits are reflected in the budget – See Appendix B

Other programs include:

Educational Assistance/Tuition Reimbursement: The School recognizes that the skills and knowledge of its employees are critical to the success of the institution. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the School. The following criteria will be used for Tuition Reimbursement for Full-time Certified Teacher Employees

Employee Assistance Program: The School cares about the health and well-being of its employees and recognizes that a variety of personal problems can disrupt their personal and work lives. Through the Employee Assistance Program (EAP), the school will provide confidential access to professional counseling services for help in confronting such personal problems as alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional distress

Flexible Spending Account (FSA): A Flexible Spending Account (FSA) program that allows employees to have pre-tax dollars deducted from their salaries to pay for eligible out-of-pocket expenses. The pre-tax contributions made to the FSA can be used to pay for predictable non-reimbursed health care expenses and dependent care expenses during the plan year. Through the FSA program, staff can reduce taxable income without reducing real income, in order to keep more of the money they earn.

Support for Beginning and Struggling Teachers: Observation of new and struggling teachers by veteran teachers and support strategies will be implemented as applicable. A new educator support system format will also be used as a means to offer support to beginning teachers, through the assigning of a willing mentor, who will be assigned for struggling and/or beginning teachers.

## Section 11: Education Service Providers

*If the school intends to enter into a contract with an Education Service Provider (ESP)<sup>3</sup>:*

*A. Describe the services to be provided by the ESP.*

The ESP's services include assistance with facilities design, staffing recommendations and human resource coordination, curriculum development, research and data updating, sponsor relations and reporting, program marketing, and bookkeeping, budgeting, and financial forecasting, provided to the Governing Board for its oversight and approval.

*B. Provide a draft of the proposed contract between the school and the ESP including, at a minimum, proposed services, performance evaluation measures, fee structure, renewal and termination provisions, and terms of property ownership (real, intellectual and personal).*

A sample contract that would be negotiated between the School and the ESP is included herein as *Appendix C Sample ESP Agreement*.

Additionally, the board will conduct a performance evaluation of the ESP on an annual basis to measure the service levels provided by the organization. The evaluation is grouped by area or specialty of service provided by the ESP and using a rating scale ranging from 1 (unsatisfactory) to 5 (highly effective). The Boards reviews this evaluation as a means of determining service improvement, satisfaction with services and ESP contract renewal.

*C. Unless the ESP is the parent non-profit organization, explain why the ESP was selected, including what due diligence efforts were conducted to inform the selection and how the relationship with the ESP will further the school's mission.*

The Board analyzed data regarding several ESP's currently working with charter schools in Florida and concluded that the ESP chosen offered the most competitive price and had a proven track record of success.

The ESP is one of an affiliated group of charter school service and support entities, which compose one of Florida's longest serving and most successful charter school service and support organizations. Currently working with over 120 charter schools, in Florida and throughout the country, the ESP's mission is to facilitate the vision of the School's governing board by providing the services and support necessary to allow each school to fulfill its mission.

The ESP was selected for the following reasons including, but not limited to:

- The company is staffed by professionals and educators with extensive knowledge of and experience with Florida

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<sup>3</sup> An Education Service Provider (ESP) is an organization that provides comprehensive services to a school. Organized as non-profit or for-profit companies, ESPs generally fall into two categories:

- *Educational Management Organizations (EMOs)* that provide comprehensive school management services and may provide school designs and/or educational programming as well, and
- *Comprehensive School Design Providers* that offer a replicable school model or common pedagogical, instructional and governance approach.

Charter Schools.

- The president of the ESP, Fernando Zulueta, is a founding Board Member of the Florida Consortium of Charter Schools, and a Board Member of The National Alliance for Public Charter Schools. Mr. Zulueta has received numerous awards for his work with charter schools including the "Cervantes Award" sponsored by Nova Southeastern University for significant efforts to support excellence in the education of Hispanic students.
- The ESP's affiliated group serves the largest number of high-performing (HP) schools of any charter school service organization in Florida. (See evidence in Addendum C)
- The ESP's affiliated group was the first charter school service and support entity in Florida to seek SACS/AdvancED accreditation for the schools it serves, and all of the schools it serves are either fully accredited or in the process of obtaining accreditation. For example, Somerset Academy, Inc., one of the charter school networks serviced by the ESP, was the first charter school system in the Nation to receive District Accreditation from SACS/AdvancEd. Mater Academy, Inc., another charter school network serviced by the ESP, was also awarded District Accreditation from SACS/AdvancED.
- The White House's College Opportunity Agenda & the Harvard Graduate School of Education has invited the administration of Mater Academy Charter Middle/High, a charter school serviced by the ESP, to be part of a select gathering of thought leaders and decision makers focused on increasing access to college for all Americans. The school was presented with an Inspiration Award from the College Board for being one of the three most inspiring secondary schools in America.
- The exemplary academic performance and fiscal soundness achieved for its charter school clients by this service and support organization has resulted in 15-year charter renewals for all schools which have had initial contracts completed. (see evidence in Addendum C)

*D. Explain the ESP's roles and responsibilities for the financial management of the proposed charter school, if applicable, and the internal controls that will be in place to guide this relationship.*

The ESP will conduct general accounting services including bookkeeping, purchasing support, payables, asset management, budget preparation, cash flow analysis, and preparation of interim financial statements and assistance with the work of the school's independent certified auditor. The school principal/administrator is responsible for all aspects of school operations within the scope of operating policy and budgetary approval by the Governing Board. The ESP, contracted by the board, will work with the school principal to provide financial forecasting services to the Governing Board for its oversight and approval.

The principal will prepare a school-site budget, report at least quarterly to the Governing Board on the progress of the site-based budget. The ESP will assist the Board and the principal in developing a budget that will be supportive of an optimal educational experience for students, while maintaining fiscal soundness and accountability. The principal maintains authority to make the hiring and spending decisions, which affect the budget. The ESP's role is to monitor the budget and advise the school and Board on how to remain fiscally sound.

Accounts- State funds are received by the district/fiscal agent. The district/fiscal agent then wires the funds directly to the school's account. The ESP does NOT receive said funds. The ESP will simply process school invoices relating to daily operations. The accounts payable clerk will code invoices per the "Red Book", verify the accuracy of the invoice, and send the invoice to the school principal for approval. The school's internal fund accounts will all be maintained at the school site under the direction of the school administrator. These accounts will be reconciled monthly by the school treasurer.

*E. Unless the ESP is the parent non-profit organization, explain how the governing board will ensure that an "arm's length," performance-based relationship exists between the governing board and the ESP.*

The Governing Board will ensure that an "arm's length " performance-based relationship exists between the governing board and the ESP as described in the questions above. The ESP is hired by the Board of the non-profit organization that governs the charter school to perform specific duties, at the discretion of the Board. The ESP does not manage the day-to-day operations of a school, but rather provides "back office" support for the Board through a team of individuals with expertise in the areas of business, law, facilities, quality assurance, strategic planning and development, and governmental compliance. The ESP charges a flat annual fee per student enrolled at the school.

The ESP was established as a for-profit entity, similar to most organizations or vendors that provide services to public school districts and other charter schools (i.e. law firms, accounting firms, software companies, speech therapy agencies, educational materials vendors, uniform companies, etc.).

The Boards annually evaluates the ESP, as described above, and determines continuation and renewal of services based on the ESP's performance. The ESP is hired by the Board to provide certain services, which support the operations of the school. The principal, as the leader, is the individual responsible for the day-to-day operations of the school. Both the ESP and the principal report to the Governing Board, which has the ultimate authority to hire and fire them. Although the ESP may provide support and guidance to principals, it does NOT hire these individuals. They are hired and report directly to their Governing Boards. The ESP does not sign off on annual performance evaluations for principals or staff.

The ESP does not establish or implement a school's curriculum. The ESP does, however, assist the Board and the school in developing their own curriculum by providing them with the resources and tools for research and development, strategic planning, and sharing of best practices of other successful charter schools.

*F. Provide a summary of the ESP's history, including its educational philosophy and background and experience of senior management.*

Academica is one of the Nation's most experienced and successful charter school service and support organizations. Founded in 1999 on the principle that each charter school is a unique educational environment governed by an independent board of directors that best knows the right path for its school, it is Academica's mission is to facilitate that governing board's vision. Academica has a proven track record of developing growing networks of high performing charter schools. (See Addendum C).

As one of the longest-serving and successful charter school service and support organizations in the nation, the company serves more than 120 charter schools in Florida, California, Nevada, Texas, Utah, and Washington D.C. providing educational programs from pre-kindergarten through high school.

In Florida, Academica schools have been recognized on a local, state, and national level for their achievements. For example, the Somerset Academy and Mater Academy Schools were recently designated by the Southern Association of Colleges & Schools (SACS) as the first fully accredited charter school systems in the United States.

Further, International Studies Charter High School was ranked #13 in the nation as one of the nations "Best High Schools" by U.S. News & World Report and Newsweek magazines and #1 in the state of Florida, this year. The

Advanced Placement® participation rate at International Studies Charter High School is 100 percent. It was awarded a Gold Medal based on its performance on state assessments and college readiness. Academica-serviced high schools represented 5 out of the top 25 schools while 14 Academica-serviced schools were ranked overall. Last year, two Academica-serviced schools were 2014 National Blue Ribbon Award honorees: Doral Performing Arts & Entertainment Academy and Mater Gardens Academy. Additionally, the Somerset and Mater Academy schools earned District accreditation from the Southern Association of Colleges & Schools (SACS) -- the first, and only, fully accredited charter school systems in the United States. On average, Academica's charter schools earned a letter grade of "A" during the 2014 testing year from the Florida Department of Education.

A president of the ESP, Fernando Zulueta, is a founding Board Member of the Florida Consortium of Charter Schools, and a Board Member of The National Alliance for Public Charter Schools. Mr. Zulueta has received numerous awards for his work with charter schools including the "Cervantes Award" sponsored by Nova Southeastern University for significant efforts to support excellence in the education of Hispanic students.

*G. Provide a complete list of other charter schools the ESP operates or previously operated using Addendum C (Form IECF-M1A).*

*Please see attached Addendum C*

## Section 12: Human Resources and Employment

*A. Explain the school's compensation plan, including whether staff will be publicly or privately employed.*

The School will be a not-for-profit, private employer, and will not participate in the Florida Retirement System. Full time, salaried employees will be entitled to Health Insurance and other benefits as detailed below. For employee insurance and benefits selection, the Governing Board has engaged the services of ADP Totalsource, a professional employer organization that provides human resource services to small and moderate size employers. The use of a professional employer organization allows the staff of the School to enjoy the same level of benefits that are available to employees of large organization such as Fortune 500 companies (including health/dental/vision insurance and Retirement/401k plans). More information on ADP is found on [www.adptotalsource.com](http://www.adptotalsource.com).

The proposed school will use its Governing Board's adopted performance-based salary schedule for instructional personnel and school administrators, in accordance with s. 1012.22(1)(c) relating to *Compensation and Salary Schedules*. The Board's plan includes a base salary schedule for classroom teachers, other instructional personnel, and school administrators in which annual adjustments are based on performance as follows:

- An employee who is "**highly effective**," as determined by his or her evaluation, would receive a salary increase that must be greater than the highest annual salary adjustment available to that individual through any other salary schedule adopted by the board
- An employee who is "**effective**," as determined by his or her evaluation, would receive a salary increase between 50-75 % of the annual salary increase provided to a highly effective employee.
- An employee who is in "**need of improvement (or developing)**" or is "**unsatisfactory**," as determined by his or her evaluation would not be eligible for a salary increase.

Such adjustments will be in addition to the base salary schedule that is not a bonus and becomes part of the employee's permanent base salary and shall be considered compensation under s.121.021(22).

Advanced Degrees will not be used for base salary calculations, but may be used for supplements. Supplements will be annual additions to the base pay, but will not be not part of the continuing base salary.

*B. Describe the personnel policies and procedures to which staff will be required to adhere, including expectations for participation in the school's professional development program. If personnel policies and procedures have not been developed provide a clear plan, including timeline, for the development and approval by governing board.*

**The school will adhere to all antidiscrimination provisions of section 1000.05, F.S.** The school will not discriminate based on actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation in the hiring of its employees. All faculty and staff members employed by the School will possess the personal characteristics, knowledge base of and belief in the educational and curriculum design as described in this proposal, as well as an ability and motivation to work as part of a team with parental involvement. The School will look for personnel who bring with them a sense of enthusiasm and commitment as well as a strong belief in and understanding of the charter school concept.

Employees are expected to observe high standards of job performance and professional conduct. When performance or conduct does not meet standards, the School may terminate employment, or it may endeavor, if it deems appropriate, to provide the employee a reasonable opportunity to correct the problem. If, however, a corrective opportunity is given and the school determines that the employee has failed to make the correction, he or she will be subject to further discipline, including termination.

Under the No Child Left Behind Act (NCLB) of 2001, all teachers must be "highly qualified" to teach in the school. The definition of a highly qualified teacher includes meeting at least the following three criteria:

1. Having a bachelor's degree
2. Having State credentials or certificate
3. Demonstrated core academic subject matter competence

All instructional and non-instructional personnel who are hired or contracted to fill positions and members of the governing board of the school must undergo background screening as required by Section 1012.32, F.S. The school will be a safe, Drug-Free and Tobacco-Free Environment. All employees will be required to undergo background checks and drug-screenings.

Additionally, school employees will be required to adhere to The Code of Ethics of the Education Professional in Florida as defined in FAC Rule 6A – 10.080.

**Contracts:** Instructional personnel will receive either a probationary contract (for instructional personnel new to the profession or new to the district) or an annual contract (for personnel who have completed a probationary contract or are already under an annual contract). The contracts will provide just cause reasons, and process, for suspension or dismissal of instructional personnel during the term of an annual contract. At the end of the probationary contract, the Governing Board may choose to award or not award the Teacher an annual contract pursuant to §1012.335, Florida Statutes, with or without cause. Teachers will be evaluated in accordance with provisions of §1012.34, Florida Statutes.

The rules set forth below are not exhaustive and are intended to provide employees with illustrations and fair notice of what is expected from them. Obviously, however, such listing cannot identify every situation of unacceptable conduct and performance. Employees should be aware that conduct not specifically listed below, but which adversely affects or is otherwise detrimental to the interests of the school, to students, or to other employees, may also result in disciplinary action.

#### Probation Period

Pursuant to Florida Statute, Section 1012.335, all instructional personnel will be issued a probationary employment contract for a period of one school year upon initial employment in the school.

#### Voluntary Termination

The School will consider an employee to have voluntarily terminated or abandoned his or her employment if an employee does any of the following:

- Elects to resign from the school.
- Fails to return from an approved leave of absence on the date specified by the school.
- Fails to return to work without notice to the school for three (3) consecutive days.

#### Involuntary Termination

The School expressly reserves the right to discharge employees for cause, but without being in violation of the laws of the State of Florida and the United States of America. The School assures thorough, consistent, and even-handed termination procedures. Terminated employees will receive all earned pay to the next regular pay period. An employee may be terminated involuntarily for any reason not prohibited by law, including a leave of absence in excess of 180 days, incompetency, misconduct, or other violations of the school's rules of conduct for employees. Involuntary termination, other than for an administrative reason or abandonment of employment, will result in forfeiture of all earned accrued compensation, other than as required to be paid by law.

Job Performance: Employees may be disciplined/discharged for poor job performance, including but not limited to, the following:

- Below-average work quality or quantity
- Poor attitude or lack of cooperation
- Excess absenteeism, tardiness, or abuse of break or lunch privileges
- Failure to follow instructions or procedures
- Failure to follow established safety/security procedures

Additionally, school employees will be required to adhere to The Code of Ethics of the Education Professional in Florida as defined in FAC Rule 6A – 10.080.

Misconduct: All school instructional personnel will be required to adhere to the Principles of Professional Conduct for the Education Profession in Florida as defined in FAC Rule 6A-10.081. Violation of any principles detailed therein shall subject the individual to revocation or suspension of the individual educator's certificate, or the other penalties as provided by law. In addition, any employee may be disciplined or discharged for misconduct, including but not limited to the following:

- Dishonesty;
- Insubordination;
- Theft;
- Discourtesy (to students, parents, peers, supervisors, etc.);
- Misusing or destroying school property or the property of another;
- Disclosing or using confidential or proprietary information without authorization;
- Falsifying or altering school records, including the application for employment;
- Interfering with the work performance of others;
- Harassing other employees or students;
- Being under the influence of, manufacturing, dispensing, distributing, using, or possessing alcohol or illegal or controlled substances on school property or while conducting school business or supervising students;
- Possessing a firearm or other dangerous weapon on school property or while conducting school business;
- Conduct which raises a threat to the safety and well being of the school, its employees, students, or property, including being charged or convicted of a crime that indicates unfitness for the job; and/or
- Failing to report to the school any charge or conviction under any criminal, drug, state or felony arrests.

\*Employees must self-report within forty-eight (48) hours to appropriate authorities (as determined by district) any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed

and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of Sections 943.0585(4)(c) and 943.059(4)(c), Florida Statutes.

- Failing to immediately report suspicion or knowledge of child abuse, abandonment or neglect.

\*The school will follow the district policy regarding any and all procedures for reporting child abuse, abandonment or neglect. All employees who know or have reasonable cause to suspect that a child is an abused, abandoned, or neglected child, must report such knowledge or suspicion immediately to the Department of Children and Families Florida Abuse hotline. The employee should immediately notify the school principal and follow the districts procedures including completion of appropriate reporting documentation. Failure to immediately report suspected child abuse, abandonment, or neglect may result in termination by the school and criminal penalties by law enforcement authorities.

The school may proceed directly to a written reprimand or to termination for misconduct or performance deficiency, without resort to prior disciplinary steps, when the school deems such action is appropriate. If an employee is recommended for dismissal by the principal of the school, the principal will propose such dismissal at a meeting of the Board of the School. The employee shall have the right to contest the dismissal at the board meeting and present testimony or evidence in connection with the dismissal action.

### **Professional Development**

In setting high expectations for both students and teachers, the School will be committed to maintaining the level of high quality instructors by implementing a comprehensive professional development plan. The school will support the professional development needs of all professional staff by subsidizing college classes, facilitating the attainment of continuing education credits, and offering trainings.

Teacher training will be offered throughout the school year in a variety of forms. Select teachers will attend local, state and national conferences and serve as trainer to the remainder of the staff upon return to the School. Appropriate and relevant school wide training will occur on teacher planning days as well as on early release dates. All staff will participate in school-initiated and other relevant and necessary workshops for professional development, and a member of the administrative team will coordinate, assist and monitor the staff development process. The Educational Service Provider may also prepare staff develop meetings in which the school may elect to participate. In-house workshops and meetings will be held monthly by administrators and may occur as often as biweekly through team leaders, in order to facilitate support, encourage communication, allow for team planning, and troubleshoot concerns and needs.

All Staff will be offered, at minimum, the following school-site and district-based trainings:

- Curriculum Implementation by Subject/Specialty – Teachers will participate in school-wide trainings and individual department trainings throughout the school year related to curriculum implementation, Florida Standards and FSA implementation - These include but are not limited to: *Horizontal and Vertical team planning, CollegeBoard's SpringBoard Training, Implementing Florida Standards in English/Language Arts and Mathematics instruction.*
- Comprehensive Research-Based Reading Plan Implementation and Instructional Reading Strategies Across The Curriculum
- Differentiated Instruction – This training teaches teachers and coaches how to differentiate and individualize instruction in order to create effective targeted instructional lessons and tutoring to increase student achievement and maximize instructional time.
- Data-Driven Decision-Making – Administrators and staff learn how to analyze, extrapolate and disaggregate school data from a variety of sources and to use this data to create effective school improvement plans and increase student achievement.

- PS RtI MTSS Framework – Staff learn to create RtI Leadership team that utilizes the Problem-Solving (PS) model to meet the academic and behavioral needs of all students.
- Technology for the Next Generation – Staff will participate in hands-on technology workshops to learn how to integrate technology into the classroom. The purpose is to ensure schools are growing with technology to ensure students and teachers are prepared for the expectations of the 21<sup>st</sup> century and national technology standards.
- Promethean Board Trainings: Beginner/Intermediate
- Safety and Security – Safety and security training will instruct staff on daily safety procedures, and how to prevent and protect the school and students, to handle emergency situations, and to recognize potential threats in accordance with the school safety plan.
- Individual Professional Development Plan (IPDP) - In addition to school wide professional development opportunities, faculty members will each complete an Individual Professional Development Plan (IPDP) as a means to document and identify areas for personal targeted professional growth, including the identification of strategies for obtaining specified goals, its' compatibility to ensuring the professional development exercise will serve to benefit the student, and a timeframe in which the staff development exercise should occur. All IPDPs will be approved by the Principal, or designee, at such time the principal may elect to recommend additional recommended professional development that should occur within a given timeframe. The principal or member of the administrative staff, together with the teacher, will commit to the IPDP, including the allocation of necessary resources for plan implementation, and observation of new/struggling teachers by veteran/mentor teachers to implement support strategies.

**The professional development plan for administrators** will encompass both internal and district-based in-service trainings. Administrators may also participate in professional development conducted through: the National Association of Secondary School principals; the National Association of Elementary School Principals; the Southern Association of Colleges and Schools/AdvancEd; Association for Supervision and Curriculum Development; and state trainings.

At a minimum, administrators will be encouraged to participate in the following professional development trainings and conferences:

- Florida Annual State Charter School Conference - administrators will attend state conference on an annual basis.
- Clinical Educator Training –This training provides quality support for developing administrators for the classroom or other educational environments such as the student services area. The Clinical Educator Program is designed to assist experienced educators as they exercise the very critical task of supporting and mentoring developing professionals in a variety of settings. This course helps develop skills for coaches and mentors in a formative observation, clinical supervision, feedback skills, and professional development planning for increased instructional effectiveness. The Florida Performance Measurement System's formative and summative processes are incorporated.
- Teacher Formal Observation for Principals (IPEGS): Training is provided through the District.
- Classroom Walk-through Training - Provides school leaders with strategies and tools to effectively structure classroom visits and follow-up reflection. Reflective thinking about one's practice provides an effective strategy for change and improvement by fostering a process of communication between the instructional

leaders and the teacher to increase the focus on student achievement. The process provides a powerful strategy for increasing student achievement; a strategy for classroom visits that focuses on teaching and learning; methodology for analyzing the classroom for feedback purposes, and the use of reflective conversation for providing feedback.

- Budget Training for Administrators – This training addresses school budgeting as it pertains to both the school's operating budget and internal accounting policies and procedures, *Financial and Program Cost Accounting and Reporting for Florida Schools* (Redbook) requirements, and checks and balances to ensure a sound budget.
- Master Scheduling for Administrators – Administrators are trained on creating an efficient and effective master schedule that meets the national, state and district course requirements, is financially sound, and that meets class size requirements.
- Developing the School's Improvement Plan – This training assists school administrators to develop a sound and effective school improvement plan to ensure an equitable and high-quality school improvement plan. This process includes data analysis, goal-setting, budget planning, professional development planning and reflective practices.
- Principal Chat Sessions – Charter School Administrators meet by level (secondary, elementary) to go over pertinent topics and to share best practices. These sessions include curriculum development, standards implementation, scheduling, educational changes, innovative programs, and more. Experienced administrators share their best practices for using student achievement data with newly appointed assistant principals.

The Reading Coach, in conjunction with the Literacy Leadership Team, will design workshops to address the needs of classroom instruction. The Reading Coach will meet with the reading committee and grade levels/departments to review these results and share best practices. For further intensification, demonstration lessons, in-class coaching, peer observation and additional professional development opportunities will be made available to the faculty.

The reading team will also provide classroom support and on-site teacher professional development in utilizing reading intervention programs. In addition to providing classroom support seminars, the school will participate in a series of instructional workshops to actively engage students:

- Differentiated Instruction (3 suggested sessions)
- Content-Area Classroom Libraries (1 suggested session)
- Vocabulary Strategies/ Word Walls (1 suggested session)
- Reciprocal Teaching (3 suggested sessions)

School Instructional Leadership team –consisting of the principal, assistant principal, grade level chairs, ESE and ESOL teachers, Reading Coach and Media Specialist --- will monitor and analyze data to maintain a problem solving system that brings out the best in our school, teachers, and our students. The leadership team will meet weekly to:

- Evaluate data and correlate to instructional decisions;

- Review progress-monitoring data at the grade level and classroom level to identify students and their academic levels.
- Identify professional development to enhance students' achievement levels.
- Collaborate regularly, problem solve, share effective practices, evaluate implementation, make decisions, and practice new programs and skills.
- Facilitate the process of building consensus, increasing infrastructure, and making decisions about implementation.

In addition to school wide professional development opportunities, faculty members will each complete an Individual Professional Development Plan (IPDP) as a means to document and identify areas for personal targeted professional growth, including the identification of strategies for obtaining specified goals, its' compatibility to ensuring the professional development exercise will serve to benefit the student, and a timeframe in which the staff development exercise should occur. All IPDPs will be approved by the Principal, or his/her designee, at such time the principal may elect to recommend additional recommended professional development that should occur within a given timeframe.

The principal or member of the administrative staff, together with the teacher, will commit to the IPDP, including the allocation of necessary resources for plan implementation, and observation of new/struggling teachers by veteran/mentor teachers to implement support strategies.

## Section 13: Student Recruitment and Enrollment

- A. *Describe the plan for recruiting students, including strategies for reaching the school's targeted populations and those that might otherwise not have easy access to information on available educational options.*

Somerset Academy Vero Beach expects to serve a student population reflective of the Indian River County with a higher minority rate than the traditional public schools given the research. The current Somerset Academy, Inc. student population is 12% White, 32% Black, 51% Hispanic, 5% other. In order to meet the federally mandated Desegregation Order, the school will openly market enrollment to the entire district as it is done in all Somerset Academy schools throughout the network.

Their marketing campaign, alongside their lack of zoning boundaries, allows for a more diverse student population. The School will make great efforts to reach families reflective of the demographic of the County. A comprehensive advertising and promotional plan will include the use print, broadcast and online media – including minority and community periodicals -- to disseminate information about the school's educational program and open enrollment period.

According to the FLDOE Membership by Race 2013-2014 Study, Indian River's student population by Race reflects approximately 57% White, 16% Black, 1% Asian, and about 21% of the population's ethnicity is Hispanic and about 5% was classified under Other. Close to 94% of the students in Indian River are enrolled in traditional public schools with less than 6% enrolled in private schools. Moreover there is approximately 11% of the population under poverty level in Indian River Country.

Promotional flyers and/or brochures will be distributed to community groups and churches to ensure that harder-to-reach families are aware of the school and their eligibility to apply for enrollment. This information will also be posted in local public facilities such as the post office, community centers, libraries and other locations of public access. In order to best reach out to the county's growing diverse population, informational materials will be available in multiple languages as needed.

The School will distribute press releases and/or public service announcements to various media outlets to promote the open enrollment period, open house and other essential details about the school and its programs. A banner will also be posted on site with relevant information.

Once opened, parents and community partners will be encouraged to inform family, friends, and their community groups about the School. Local elected officials and community leaders will be invited to visit the School. They will also be given an updated on the program's growth and asked to share open enrollment information with their constituents through their newsletter and upcoming community meetings.

In order to be in compliance with the LEA's obligations under its desegregation plan or court order, the School will strive to mirror the strategies utilized by Indian River County School District to fulfill minority student ratios. In addition:

- The school will communicate regularly with the NAACP Education Committee for guidance in both marketing and recruiting.

- The school will schedule to visit pre-schools and day care centers in order to educate all parents and students as to school choice.
- The school will advertise its parent information meetings via various media outlets.
- The school will produce video productions aired on local television highlighting the curriculum and accomplishments of Somerset Academy, Inc. and the opening of the school.

***B. Explain how the school will achieve a racial/ethnic balance reflective of the community it serves or with the racial/ethnic range of other local public schools.***

Pupils will be considered for admission without regard to ethnicity, national origin, gender, or achievement level. The school expects to achieve a racial/ethnic balance reflective of the traditional public schools in the school district.

The school's promotional plan aims to reach a broad audience and, accordingly, all racial/ethnic groups within it as described above. By disseminating information in multiple languages to various media -- including minority and community periodicals, and postcard mailers delivered directly to residential addresses in various communities, the racial/ethnic balance of the School should be equivalent to that of public schools within the County.

Informational meetings will be held in a variety of community forums, to ensure that a diverse set of families are reached and given the opportunity to learn about the educational opportunity at the School. The governing board and administrators will also work with diverse community groups to seek assistance in disseminating information.

Additionally, a significant effort will be made to bring the ratio of minority teachers in the teaching populations in line with the ratio of minority students in the student population.

***C. Describe the school's enrollment policies and procedures, including an explanation of the enrollment timeline, criteria and/or any preferences for enrollment, and lottery process.***

**Admission Policy** - In accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, Section 1000.05(2)(a), the School will not discriminate on the basis of race, ethnicity, national origin, gender, or disability against a student in its school admission process. An open admissions policy will be implemented wherein the School will be open to any student residing in the County. Any eligible student, as described in F.S. §1002.33(10), who submits an application (prior to the posted deadline) shall be considered, unless the number of applications exceeds the capacity of the program, class, grade level, or building. In such case, all applicants shall have an equal chance of being admitted through a random selection/lottery process. If the number of applications falls short of the established capacity, supplemental registration periods may be held for the purpose of reaching student capacity.

Any pupil enrolled in a school of the Indian River County School District for the first time shall be required to present certification of a medical exam performed within one year prior to entry into Florida schools. Certification of immunization is also required from those communicable diseases identified by the Department of Children and Family Services: poliomyelitis, diphtheria, rubella, rubeola, pertussis, mumps, and tetanus. An exemption may be granted as provided in Section 1003.22, Florida Statutes. Any student previously enrolled in a public school outside the State of Florida who seeks admission to school within the District shall be admitted under the same admission requirements established in the state in which the student resided prior to moving to Indian River County.

However, any student who does not present a certification of school entry health examination and immunization within thirty (30) days will be refused attendance in school until the requirement is completed. An exemption may be granted as provided in F.S. 1003.22. A pupil enrolled as an original entry shall present evidence of date of birth as outlined in Section 1003.21, Florida Statutes

Enrollment Preferences - In accordance with 1002.33(10)(d), F.S. the charter school may give enrollment preference to the following student populations:

1. Students who are siblings of a student enrolled in the charter school.
2. Students who are the children of a member of the governing board of the charter school.
3. Students who are the children of an employee of the charter school.
4. Students who are the children of: An employee of the business partner of a charter school-in-the workplace established under paragraph (15)(b) or a resident of the municipality in which such charter school is located; or A resident of a municipality that operates a charter school-in-a-municipality pursuant to paragraph (15)(c).
5. Students who have successfully completed a voluntary prekindergarten education program under ss.1002.51-1002.79 provided by the charter school or the charter school's governing board during the previous year.
6. Students who are the children of an active duty member of any branch of the United States Armed Forces.

In order to minimize any traffic impact caused by the school and ensure that the school is available to serve the residents of the neighborhood where the school is located, the Governing Board of the charter school may elect to limit the enrollment process to target students residing within a reasonable distance of the school as provided under Florida law.

Enrollment Limitation - In accordance to 1002.33(10)(e), F.S. the charter school may limit the enrollment process only to target the following student populations:

1. Students within specific age groups or grade levels.
2. Students considered at risk of dropping out of school or academic failure. Such students shall include exceptional education students.
3. Students enrolling in a charter school-in-the-workplace or charter school-in-a-municipality established pursuant to subsection (15).
4. Students residing within a reasonable distance of the charter school, as described in paragraph (20)(c). Such students shall be subject to a random lottery and to the racial/ethnic balance provisions described in subparagraph (7)(a)8 or any federal provisions that require a school to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the same school district.
5. Students articulating from one charter school to another pursuant to an articulation agreement between the charter schools that has been approved by the sponsor.
6. Students living in a development in which a business entity provides the school facility and related property having an appraised value of at least \$10 million to be used as a charter school for the development. Students living in the development shall be entitled to 50 percent of the student stations in the charter school. The students who are eligible for enrollment are subject to a random lottery, the racial/ethnic balance provisions, or any federal provisions.

Enrollment Timeline (Approximate Dates):

|                      |  |
|----------------------|--|
| May 15 <sup>th</sup> | Student Registration Begins  |
| May 30 <sup>th</sup> | Students who have registered will be officially enrolled. If number of |

|                       |  |
|-----------------------|--|
|                       | applicants exceeds capacity, lottery will be conducted.  |
| June 1st              | Second Registration Period Begins  |
| June 15 <sup>th</sup> | Students who have registered will be officially enrolled. If number of applicants exceeds capacity, lottery will be conducted. |

**D. Explain any student and/or family contracts that will be used as a requisite for initial and continued enrollment in the school. Describe if and how the school will enforce such contracts.**

As noted in the sample Parent Contract provided as Appendix E, through the contract, parents and students agree, as members of the school's family, to abide by all of the school rules and regulations. Through the contract, parents agree, as stakeholders in the school, to abide by all of the school rules and regulations. The sample parent contract stipulates various items that will be utilized in support of the child's education. For example, parental involvement in the educational process is a major initiative. Therefore, one of the stipulations of the contract is that parents willingly agree to hours of service as an investment in the child's education. The School will provide various options to complete such volunteer obligation, in accordance with State law and detailed below.

The School shall implement parent/guardian contracts as provided by law. The school will work to resolve matters regarding the parent/guardian contract by: 1) setting up a parent/guardian conference (via telephone or in person) to discuss and work with the parent/guardian toward a mutually satisfactory resolution and/or 2) providing opportunities for parents/guardians to fulfill their responsibilities under the contract.

**E. Explain any other efforts to encourage parental and community involvement, if applicable.**

Parental and community involvement in the School is a fundamental and required part of the philosophy and operation of the School. The goal is to encourage parents to be active participants in their child's education, and give the community ownership of a high quality educational program, and teach children to be civic-minded and socially responsible. Parents and community members will have extensive opportunities for involvement in aspects of school operations. Through the parent/teacher group, School Advisory Council (SAC) and other such committees, parent and community representation and decision making in the educational processes of the School is possible. Similarly, the administration will also require the faculty and staff of the School to uphold a strong belief in and understanding of the charter school concept through the inclusion of parents in the educational process. Through open lines of communications, faculty and staff will also encourage parental involvement through such endeavors as follow:

- Parental Service Contracts – parents agree to volunteer with their child's teacher and/or be involved in other ways in school activities.
- School Advisory Council (SAC) This group will consist of school personnel, parents, students, local business, and community members. Members will be able to address and vote on pertinent school matters on a regular basis.
- Quarterly Parent/Teacher Conferences – hosted in the evenings at the School where parents can discuss topics that affect their children's educational progress.
- Open houses, Career Fairs, Family Day - events held to recruit new students, maintain communication and involvement between the School and the surrounding community.

- School Website, Newsletters, and Event Calendar – updated regularly to disseminate information and maintain open lines of communication in the community.
- Community Service Projects – students, faculty and parents will participate in activities to help, give back to, and connect with, the community.

Parent Workshops on education-related topics, such as decision-making regarding school performance and student assessment needs will be offered. Parent/Teacher Conferences and the electronic grade book, will also encourage parents to be fully involved in the School's operations and will promote parental partnerships in the educational process. Volunteer opportunities to complete parent participation hours (communicated through newsletters, the School website, email and calls home) will be plentiful and yearlong. Some of these will include activities such as chaperoning field trips, assisting with class and community service projects, helping in the library, participating in Career Week and Family Day, and assisting with the School store.

Additionally, the school seeks to partner with a local charter high school with similar language programs in order to form a partnership in which students will be exposed to the educational options open to them should they seek to further their foreign language studies.

## IV. BUSINESS PLAN

### Section 14: Facilities

#### If the site is not acquired:

##### *A. Explain the school's facility needs, including desired location, size, and layout of space.*

The Board plans to either lease a facility or engage an experienced charter school facilities developer to acquire, design, plan and construct facilities for lease, which are appropriate to the needs of the School. The School would need a one or multi-story structure built or renovated to meet all requisite codes and life-safety regulations set forth by the applicable governing agency.

**Size and Layout of Space:** The facility will have an adequate number of classrooms designed to meet or exceed all pertinent classroom design standards set forth by the governing agency. The proposed K-5 school facility will include program elements such as traditional classrooms, computer labs, multi-media instructional areas, lunch / multi-purpose room, food prep areas, and indoor and outdoor activity spaces.

In accordance with 1002.33(18)(a)(b) F.S., The school facility will comply with the Florida Building Code pursuant to chapter 553, with the exception of State Requirements for Educational Facilities, the exception of SREF. The school's facility will comply with the Florida Fire Prevention Code, pursuant to s. 633.208. The school has projecting a minimum of 55-60 sq. ft. per student station.

##### *B. Provide an estimate of the costs of the anticipated facility needs and describe how such estimates have been derived.*

- *The financial plan for the proposed school should align with the facilities-related costs described.*

The Governing Board expects that it will enter into a triple-net, long-term lease for the facilities. The Board and the ESP have undertaken several such leases, and have budgeted for anticipated lease and other facilities costs in the financial data provided in **Appendix B**. The Board has obtained confirmation that the budgeted amounts comport with the current forecast of lease conditions.

**Estimate of Costs** - These Budget projections in **Appendix B** have been derived from actual historical data from other comparable charter school facilities leased by the board, and from experienced charter school facilities developers, updated based upon widely-reported cost escalations for land and construction costs for the corporation's charter school programs.

**Lease of Facilities:** The amount assumes an average cost of \$900 per student station in the budget, with a 3% increase for CPI. This amount is comparable to that paid by several other charter schools with similar enrollment numbers which have opened recently. It is the intent of this proposed school to try to negotiate under similar terms when entering into new leases. The figures are based on statistical expense data compiled from the applicant's other successful charter schools currently operating in Florida. The fees included are comparable to the average annual amounts paid by other charter schools with similar enrollment numbers. Lease payments will commence upon the taking of possession of the facilities by the School.

Long-term leasing provides to the School the ability for the School's Governing Board to focus on its core mission (education and educational programming), outsourcing the design, acquisition, permitting, financing, and construction of facilities to experienced entities in those markets, creating long-term guaranteed access to needed physical plant without the associated risks of ownership. The lease documents will provide that so long as the School is meeting its rent and other obligations, even the foreclosure of the property by the developer's lender will not affect the School's continuing rights to possession and use of the facilities under the lease.

**Utilities and maintenance cost** estimates are shown in the proposed budget and amounts are comparable to the average annual costs paid by other charter schools with similar enrollment numbers. Water and sewer and electricity bills are set at \$2,680/Classroom.

**Operations of Facility/Plant** includes Purchased Service - CAM (Custodial, fire and alarm, pest control), Property Insurance and Utilities.

*C. Explain the strategy and schedule that will be employed to secure an adequate facility.*

The Governing Board will direct its ESP to bring to the Board a recommendation for a quality educational facility to be leased by the School.

Projected Schedule

|          |   |
|----------|---|
| Nov- Dec | - Facility Search   |
| Jan      | - Facilities Identification and Negotiations upon charter approval by Sponsoring District |
| Feb-July | - Execute Lease/Conduct Maintenance and Repairs   |
| July     | - Final Preparations of Facilities  |
| July     | - Conduct Final Facilities and Safety Inspections   |

The ESP has extensive experience in identifying facilities and facilities developers, and has successfully assisted other charter school applicants in securing state-of-the-art charter school campuses. The ESP works with reputable and experienced charter property developers, who have access to a network of financial institutions ready to commit the necessary capital for build-to-lease facilities. The developers have also demonstrated abilities in securing the necessary local governmental approvals for charter school purposes and required financing. They have relationships with award-winning design and engineering firms, as well as contractors with a track record of timely completion of excellent facilities meeting the needs of the School.

Safety, Permitting, and Inspections - The facility will meet all requirements for educational facilities in accordance with 1002.33(18)(a)(b) - the Florida Building Code pursuant to chapter 553, with the exception of SREF and state minimum fire protection codes pursuant to Section 633.028, F.S., as adopted by the County. The facility will meet all such requirements for education facilities, including but not limited to, restrooms, fire safety, campus security, air quality control, weather proofing, etc.

The School will participate in the Sponsor's annual site compliance visits for the purpose of reviewing and documenting, as appropriate, compliance with applicable health and safety requirements. Other inspection agencies may include inspections of kitchens and related spaces as well as Department of Labor and Employment to for OSHA compliance. The School will show proof of the annual inspections prior to the first day of operations.

*D. Describe the back-up facilities plan.*

The School's Governing Board expects to finalize negotiations with a potential landlord prior to charter contract negotiations with the Sponsor. If unsuccessful, negotiation will commence immediately with an experienced developer. The Governing Board will require periodic updates from its ESP concerning the progress that is being made in final identification of a suitable site and developer to acquire, construct and lease the facilities. In the event that issuance of the Certificate of Occupancy is for any reason not expected in a timely fashion, the School's Governing Board intends to direct the ESP to locate alternative facilities options suitable for school use immediately for the Board's review. The Governing Board will require periodic updates from its ESP concerning the progress that is being made in final identification of a suitable facility. Any such facility shall be zoned for educational use and contain the adequate number of classrooms designed to meet or exceed all pertinent classroom design standards set forth by the governing agency.

*E. Describe the plan and methods the school will employ to comply with Florida's constitutional class size requirements.*

The school plans to implement methods, which will ensure that is compliant with Florida's laws relating to class size as it applies to charter schools. For example, the school will ensure that the facilities it occupies are equipped with the number of classrooms needed to accommodate the necessary number of classes. In addition, the school's Board will adopt annual budgets, which include sufficient certified teachers to achieve the student-to-teacher ratios, which are legally applicable.

## Section 15: Transportation Service

A. *Describe the school's plan for transportation, including any plans for contracting services. Your plan should discuss, to the greatest extent possible, the issues relevant to the school's transportation plans.*<sup>4</sup>

The School's plan for transportation, including any plans for contracting services, will be pursuant to Florida's Charter School Legislation and consistent with the requirements subpart I.E. of Chapter 1006 and 1012.45, F.S. The School transportation plan will abide by applicable district, state, and federal rules and regulations. Accordingly, the School will ensure that transportation is not a barrier to equal access within a reasonable distance of the School, as required by section 1002.33, F.S. The School's plan for providing reasonable and equitable transportation opportunities for all students is as follows:

**Parent Transportation Agreements:** The School's plans for contracting services, as described in Florida law, §1002.33(20)(c) F.S., provides that the governing body of the charter school may provide transportation through an agreement or contract with a private provider or with parents.

The School will enter into agreements with the parents/guardians to provide transportation for their children as stipulated in the school's proposed parental involvement agreements wherein parents receive volunteer hours. The school believes that the time a parent can spend daily transporting the student (his or her child) to the school is a valuable opportunity for the parent and student to strengthen their bond and share information regarding the day's activities and events at the school.

**Ensuring Equal Access:** The school will ensure that transportation is not a barrier to equal access within a reasonable distance of the School, as provided in the Florida's Charter School Legislation. In the case transportation is needed and if the parent advises the School that there is a hardship, and he/she is unable to provide the transportation, the School will provide transportation within a defined reasonable distance. In such cases, the School shall be responsible for transporting all students in a non-discriminatory manner to and from the School who reside within a reasonable distance of the School or who otherwise are entitled to transportation by law. In these situations, the School may provide transportation by contracting with an independent private transportation provider approved by the Sponsor.

**Transportation for ESE Students:** The School may contract with a Sponsor-approved private transportation carrier to provide specialized transportation for students with disabilities based on their particular student needs and that which may be specified in a student's IEP. In such case, the School will provide the Sponsor the name and information of the Sponsor-approved private transportation firm.

**Private Providers:** The School will provide the Sponsor with the names and contact information of any and all contracted private providers in ensuring monitoring of compliance for the safe transporting of students. The School will comply with all applicable requirements of Fla. Stat. 1012.45 and review these rules and statutes at least annually for any changes thereto in ensuring compliance with statutes and rules pertaining to the safety of transported students.

**Transportation Plan for Eligible Students:** It is the intent of Somerset to provide transportation as previously described in this section and required by law. The proposed budget for the school includes a line item to provide such transportation. In addition, once Somerset has established enrollment for the opening of the school year it will

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<sup>4</sup> The charter school and the sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the charter school as determined in its charter. (Section 1002.33(20)(c), Florida Statutes)

map the residence of each student on a map of Indian River County. The purpose of this map will be to establish pick-up and drop-off points for students in the event that transportation is needed. By clustering the pick-up and drop-off areas as is done in districts across the state Somerset will be able to provide the service in a cost effective manner serving a larger number of students.

## Section 16: Food Service

*A. Describe the school's plan for food services, including any plans for contracting services or plans to participate in the National School Lunch Program.*

An organized meal service that meets local health, state and federal regulations will be offered at the school site. Nutritious meals will be provided in accordance with The Healthy, Hunger-Free Kids Act of 2010 and the USDA Dietary Guidelines of meal component and portion size requirements. The school will either prepare its own food in which case the school will have a food service preparation area with all of the necessary equipment for preparing and holding the food or the school will contract with a FDACS registered vendor to provide the food and equipment necessary for holding the food at required temperatures. All meals will be distributed to students using a point of sale accountability procedure.

Somerset Academy, Inc. is an approved Sponsor of the National School Lunch Program (NSLP) and therefore the School will participate in the free/reduced priced meal program. The School will be an approved site under Somerset Academy, Inc. NSLP Sponsorship and will provide free and reduced priced meals for eligible children. Eligible children are children from households with gross incomes within the free and reduced limits on the Federal Income Guidelines.

Schools have a Verification Plan that is implemented each school year. During the verification period, the confirmations of eligibility for free and reduced priced meal benefits under the National School Lunch Program are completed. Verification includes income documentation or confirmation that the child is included in a currently certified Temporary Assistance to Needy Families (TANF) assistance unit, SNAP, or Food Distribution Program on Indian Reservation (FDPIR). Verification efforts are not required for students who have been directly certified, homeless certified, and migrant certified or designated as a runaway youth. Directly certified students, migrant children, homeless and runaway youth are granted automatic eligibility for free meal benefits.

The School will process all necessary lunch applications; adhere to program operation and record keeping requirements; and use of the Florida Automated Nutrition System (FANS). The School will implement the following procedure for processing Free/Reduced Lunch Applications:

- Disseminate lunch applications to all students upon enrollment
- Collect lunch applications and determine applications, according to Florida Income Eligibility Guidelines, published in the Federal Register by Food & Nutrition Service, USDA;
- Enter determinations for each child into district mainframe or via direction provided by district;
- Provide students with notice of eligibility;
- Serve/Charge student lunches in accordance with determined eligibility;
- Submit claims for reimbursement within 30 days of the following month for each approved month of the school year once approved by the NSLP.

**Contracting Services** - The School may contract with an independent provider to prepare and provide meals, or the school may prepare and serve the meals to students. If an independent provider is required, the school will solicit bids from registered vendors for food service. The private vendor selected by the school will prepare and deliver food to the school in accordance with standards established by the Florida Department of Professional and Business Regulations. The private vendor will be required to maintain and supply the school with equipment to hold

the meals and daily records of all lunches served and current copies of inspection and insurance certificates.

**Lunch Area** - The school facility will include a lunchroom or, at minimum, a seating area that meets state nutritional and sanitation standards. The School agrees to have two satisfactory health inspections conducted on a yearly basis, by the State Department of Health, County Department, as required, to maintain Permit for Food Service.

## Section 17: Budget

- A. *Provide an operating budget covering each year of the requested charter term that contains revenue projections, expenses and anticipated fund balances. The budget should be based on the projected student enrollment indicated on the cover page of the application.*

See Appendix B - Budgets

- B. *Provide a start-up budget that contains a balance sheet, revenue projections, including source of revenues, expenses, and anticipated fund balance. The start-up budget must cover any period prior to the beginning of FTE payments in which the school will expend funds on activities necessary for the successful start-up of the school.*

See Appendix B - Start Up Budget, Budget Summary, Asset/Liability/Fund Balance Sheet, Revenue Estimate Worksheet

- C. *Provide a detailed narrative description of the revenue and expenditure assumptions on which the operating and start-up budget are based. The budget narrative should provide sufficient information to fully understand how budgetary figures were determined.*

The school's budget forecast was developed using statistical data collected from a decade's worth of operations at more than 100 charter schools successfully operating in Florida. Additionally, representatives of the charter applicant have attended state and district sponsored charter school budget training workshops in prior years. The data and methodology used to prepare the budget forecast is highly reliable, and every one of more than 90 charter schools that developed budgets using this system completed the past school year with a budget surplus.

The budget contains the following sections to help the reader follow the assumptions presented in the budget, additionally a budget narrative has been provided within Appendix B:

**School Design** – In this section the number of classrooms and students is presented in four different formats along with the percentage of ESE, ESOL, and students qualifying for free and reduced lunch meals.

**Staffing Plan** – This section is to provide the calculation for the number of staff members for each position along with the proposed average pay for each position.

**FEFP Revenue** – These sections are from the Florida Department of Education Revenue worksheet for the 2015-2016 school year. It is used to calculate the gross State Funding. A section is created for each year of the charter. For years 2-4 Revenue Growth is calculated applying a specified growth to each year.

**Five Year Budget** – The complete five-year budget is presented in this section. For each year of the budget there is a proposed budget enrollment;

The revenues are calculated based on the number of students using the Revenue Worksheet for each year based on the enrollment by grade level, ESE, and ESOL.

The expenditures are calculated based on a function of each line item. Each line item has a cost and a basis for the calculation. For example Student Activities have a cost of \$40.00 and a basis of Student. The budgeted amount would be the cost multiplied by the number of students.

For salaries the total number of position is presented from the Staffing plan section multiplied by the average pay.

Expense inflation is set below each year and is calculated throughout the budget.

The budget is broken up into the different funds conforming to the Red Book format.

**Start up Budget** – The budgeted amounts of revenue and expenditures before the school’s first fiscal year of operation are presented in this section.

**Budget Monthly Years 1-5** – In these sections the annual budget is presented in a monthly format on a cash basis for each of the years of the charter. The ESP has negotiated payment terms with various vendors and the amounts shown follow the payment terms received.

**Start-Up Budget Revenue:** The school will apply for a \$25,000 planning and design grant, as provided by the Charter School Implementation Grant Program. If awarded, the grant will assist the school with the start-up costs which will be incurred prior to the period when the school will begin to receive operational funding from the sponsor. In the event that the start-up grant is not awarded, the school has identified a non-profit charter school lender that will provide a line of credit to support the opening expenditures

**Startup Budget Expenses:** The startup budget expenses as detailed above by object and function are based on the critical expenses for planning and program design and include: marketing efforts for 3 months prior to school opening; office materials and equipment and office computer; and professional services for staff recruitment and professional development.

## Balance Sheet

## Budget Narrative

### Operating Budget Revenue:

**FTE Revenue** forecast is based upon data provided by the Florida Department of Education and the sponsoring school district at informational meetings held by sponsors for new charter school applicants. The application includes a detailed Revenue Worksheet for each year of the charter in *Appendix B*, which explains how revenue figures were derived.

The Transportation Reimbursement revenue was based on the assumptions provided in the budget notes therein.

**The Lunch Program** income is calculated based on an estimated percentage of F&R lunch from existing schools in the target area, plus an estimation of students paying for their own meals. The revenue and costs associated with the lunch program are detailed in the “Five Year Budget – Food Services section of the budget.

The capital outlay revenues forecasted from state capital outlay dollars are included in year 1 based on the school having SACS accreditation. In addition, included are the amount of revenue that schools with over 250 students would receive from the sponsor’s 5% allocation, since the 5% fee is applicable to only the first 250 students. The remainder is returned to the school for capital outlay purposes as defined by statute.

## Operating Budget Expenditures

Expenses have been forecast using the statistical expense data compiled from over 90 successfully charter schools operating in Florida. The data is highly reliable and every one of more than 90 charter schools that developed budgets using this system this past school year completed the year with a budget surplus.

**Staff:** Costs for educational staff and administrators are forecast using the published pay scale in effect in the district where the school is located as a guide. The number of instructional personnel is in line with Florida Law for class size as it pertains to charter schools (see Staffing Plan in the budget).

### Instructional Staff:

- Teacher Salaries were derived at by using an average salary of \$39,500/teacher for Year 1 (According to the Indian River Schools Salary Schedule, this amount is listed as starting salary for a 7/8 year teacher)
  - Teachers include ESOL certified personnel, ESE, Reading/Math Coaches
- Paraprofessionals are budgeted at an average salary of \$18,000/year
- Substitute teacher costs assume that substitutes will be hired for 10 days/full-time teacher at a rate of \$110/day.
- Supplements are calculated at 1% of all instructional salaries

**Pupil Personnel Services** includes an ESE Teacher/Coordinator (See Appendix D Job Descriptions) and a school nurse

**Media Services** A Media Specialist is included

**School Administration** includes a Principal (Years 1-5) and support personnel (see "Staffing Plan" section in the budget).

Other School Administration salaries include those for Assistant Principal, Registrar, Administrative Assistants and other Clerical personnel on as needed basis.

**Additional staff** includes Food Services staff, Custodian and Security

**Employee Benefits** are calculated at a rate of approximately 23% (see each function in the "Budget Monthly" section of the budget for exact calculation) of all salaries (excluding contracted services). This includes health insurance costs, 401k contributions, Worker's Compensation, and all mandatory federal and state employment taxes. As noted in the application, for employee insurance and benefits selection, the Governing Board has engaged the services of ADP Totalsource, a professional employer organization that provides human resource services to small and moderate size employers. The use of a professional employer organization allows the staff of the School to enjoy the same level of benefits that are available to employees of large organization such as Fortune 500 companies (including health/dental/vision insurance and Retirement/401k plans).

**Contract Services** include professional fees paid to entities such as the Services and Support Provider, Speech Therapist, and other contracted instructional services. As noted in the detailed Revenue Worksheet included in the application, the budget anticipates that 14% of students will be classified as ESE. There is room in the budget to

modify the amount paid for ESE services under Miscellaneous and in the Budget Surplus, should the rate of contracted services for ESE/ESOL increase due to the various needs of the students once enrolled.

**Instructional Materials** expenditures include Classroom Supplies and Equipment, Teacher Supplies, digital software and multimedia and Student Activities budgeted at a per student rate.

The budgeted amounts assume that the only revenue that the school will receive is FTE, and is therefore consistent with (and exceeds) the amount allocated to instructional materials under the categorical funding formulas used by the State of Florida.

**Instructional Technology** includes the purchase of computer equipment/Promethean boards and repairs of such, and educational software and electronic textbooks budgeted per classroom. This amount assumes that the only funding received is FTE, and does not take account possible Implementation Grant funds. The amount may be categorized as a one-time expense outright, or as the annual expense paid under a long-term financing agreement (i.e. computer leases, loan payments, etc.).

**The ESP fees** are budgeted by services on a per student basis as follows: Curriculum Development (Curriculum Planning, Research, Development and Evaluation) **\$115.00**, General Administration management **\$225.00**, Fiscal Services (Planning, Research, Development and Evaluation) **\$110.00**.

**Staff Development** covers costs for workshops and other PD activities, including, but not limited to: Data-Driven Decision Making for Teachers and Administrators: Mission and Vision: Improving Individual Student Achievement: Continuous Improvement Process.

**Advertisement and Promotion** includes costs related to recruiting students and staff (i.e. printing of brochures, website production, and advertisements in local media outlets)

**Independent Financial Audit** (Fiscal Services) cost was derived using amounts paid by schools of similar size to accounting firms that perform the Independent Audit

**Food Services:** Lunch Program expense is based on current figures found in the affiliated charter schools. Somerset Academy, Inc. is already approved under the National School Lunch Program and is qualified to receive reimbursements. Since we are uncertain of the precise population (and number of free and reduced lunch meals to be served) we are unable to provide a more precise budgeted structure for food service. However, an estimated amount is provided in the "Five Year Budget –Food Services" section of the budget.

**Pupil Transportation Services** is calculated at \$265/bus with 40% utilization

**Operations of Facility/Plant includes Purchased Service** - CAM (Custodial, fire and alarm, pest control), Property Insurance and Utilities. The figures included are based on statistical expense data compiled from over 90 successfully charter schools currently operating in Florida. It is the intent of this proposed school to use this data as the threshold when planning for its new facilities. The fees included are comparable to the average annual amounts paid by other charter schools with similar enrollment numbers

**Lease of Facilities:** The amount assumes an average cost of \$700 per student station in the budget. This amount is comparable to that paid by several other charter schools with similar enrollment numbers which have opened

recently. It is the intent of this proposed school to try to negotiate under similar terms when entering into new leases.

**Maintenance of Plant:** Amount listed is comparable to the average annual amounts paid by other charter schools with similar enrollment numbers

*D. Provide monthly cash flow projections for the school's start-up period (i.e. from the date on which the application is approved to the beginning of the first fiscal year of operation) through the first year of operation.*

See Appendix B- Budget Monthly

*E. Describe the school's fundraising plan, if applicable. Report on the current status of any fundraising efforts, including verification of any fundraising monies reported in the school's start-up or operating budgets.*

Fundraising will serve as a catalyst to further service the School's needs. Throughout the school year, the School will conduct fundraising activities to generate capital and to supplement the per pupil allocations. Examples of fundraising activities include Book Fairs, Yearbook Sales, Holiday Store, School Pictures, and a School Fair. The School may also apply for grants from national, state, and local foundations, as well as other sources for education grants, including the Charter School Implementation Grants. Specific grant sources will be determined, based on appropriateness and feasibility, by the school administration and Governing Board.

Additionally, the School will also receive a percentage of the sales made from school pictures, uniform sales, and yearbook sales. The School will also welcome and encourage sponsorship and donations from local business partners within the local community. This includes financial and in-kind donations that will promote the educational program from the benefit of the community

## Section 18: Financial Management and Oversight

*A. Describe who will manage the school's finances and how the school will ensure financial resources are properly managed.*

The Governing Board has the ultimate responsibility to ensure that the School's finances are managed properly. The Board will contract with an Education Services Provider (ESP), which will assist the Board and the School Principal with the preparation and reporting of the School's finances.

The Board will review and approve a preliminary annual budget prior to the beginning of the fiscal year. The Principal of the School will prepare a school-site budget, which will include anticipated revenues and expenditures based on student enrollment. Each quarter, the Board will review the budget and make revisions, as necessary.

The Principal will manage the day-to-day operations and site-based finances, including expenditures and receivables. The Board will adopt a policy whereby the Principal will need to seek prior approval from the Board for expenditures over a pre-approved amount. The Principal will report at least quarterly to the Governing Board on the progress of the site-based budget and make recommendations and seek approval for large expenses. The Governing Board will oversee the Principal and remain responsible for all financial matters delegated to the Principal.

*B. Describe the financial controls, including an annual audit and regular board review of financial statements, which will be employed to safeguard finances.*

The School has established financial procedures to further safeguard its finances. The Governing Board shall annually adopt and maintain an operating budget, retain the services of a certified public accountant or auditor for the annual independent financial audit and review, and will approve the audit report, including audit findings and recommendations. In the event a financial recovery plan is necessary, the Board will monitor it and ensure such plan is appropriately maintained. The Governing Board of the School will also review and monitor the financial statements of the School on at least a quarterly basis during regularly scheduled Board Meetings.

**Controls** - The Board of Directors is responsible for establishing and maintaining a system of internal controls in order to provide reasonable assurance that the school's assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with the school's authorization and recorded properly in the financial records. Specifically, the Board has established controls in accordance with all applicable federal, state and local laws and in line with accepted industry standards and best practices regarding:

- Revenues, accounts receivable, and cash receipts
- Expenditures, accounts payable, and cash disbursements
- Budgeting and financial reporting
- Risk management
- School inventory & capital assets
- Student records
- Employment records

Standard procedures utilized to ensure sound internal accounting and a system of checks and balances include:

**General Accounting** - utilization of accepted state codification of accounts pursuant to the Financial and Program Cost Accounting and Reporting for Florida Schools in all transactions pertaining to its operations.

Internal accounting procedures for the School pertaining to receivables and disbursements are as follows:

For receivables, all cash payments will be logged, coded by source and deposited in a timely manner. Deposits are reconciled to cash receipt logs. Disbursements will be made only to approved vendors and must be appropriately authorized. Disbursement voucher packages are prepared at the School site and authorized by the School Principal. Disbursement vouchers are submitted to the ESP with appropriate supporting documentation to substantiate the nature, account classification, business purpose and amount. Disbursement vouchers are reviewed and approved by the Principal and the ESP. For internal accounts, all disbursements require two signatures. For operating and lunch accounts, disbursements require two signatures for any check in the amount of \$2,500 or above. Checks in the amount of \$25,000 or above require that one of the signatures be that of the Board Chair. Authorized signatures on checks are limited to the Chair of the Governing Board, the president, the School Principal/designee, ESP representative, and others, as approved by the Governing Board.

Bank statements will be reconciled on a monthly basis. The School will provide regular financial statements to the Sponsor including a statement of revenues and expenditures and changes in fund balances, prepared in accordance with generally accepted accounting principles. These will be provided on the dates required by the School Board in the charter school contractual agreement between the School and the Sponsor.

**Wire Transfers** - copies of all wire transfers (e.g., FTE funds, grants, charter school capital outlay) into the school's banking account(s) along with supporting documentation are maintained and recorded in the general ledger by journal entry.

**Internal Revenue Collection** - funds collected at the school (i.e., lunch monies, fundraisers, field trips) will be initially collected by designated school staff. These funds along with supporting documents are submitted to the Financial Manager whose responsibility is to record and prepare the deposit. All deposits will be prepared in duplicate; the original goes to the financial institution and the copy remains intact in the deposit book. A copy of the financial institution validated receipt along with supporting documentation will be maintained.

**Capital Expenditures** - purchase orders are required for all capital expenditures and are pre-approved by the Executive Director, Principal, or Designee. Limits are set by the Board of Directors and may change as necessary. These purchase orders are prepared in duplicate with one going to the vendor and the other remaining at the school on file in the Accounting Office. Any purchase order totaling more than the limit as set by the Board of Directors requires Board action.

**Operational Checking Accounts** - all expenses related to the operations of the school are paid from the operating account. All operating expenditures are subject to the same approval processes as indicated for capital expenditures. All accounts are reconciled on a monthly basis and presented to the Board of Directors for review.

**Authorized Check Signers** - authorized signers on school accounts are limited to certain specified individuals as approved by the Board of Directors.

**Segregation of Duties relating to financial controls** -

The school principal/administrator will be responsible for all aspects of school operations within the scope of

operating policy and budgetary approval by the Governing Board. The school's on-site administration/faculty and staff will report directly to the principal, who then reports to the Governing Board. The ESP, contracted by the board, will provide bookkeeping, and financial forecasting services to the Governing Board for its oversight and approval.

The Board, at minimum, will be responsible for:

1. reviewing and approving a preliminary annual budget prior to the beginning of the fiscal year;
2. reviewing quarterly financial statements, which include a balance sheet and statement of revenue, expenditures and changes in fund balance, at each public board meeting;
3. annually adopting and maintaining operating budget for the school
4. retaining the services of a certified public accountant/auditor to conduct the annual independent financial audit;
5. reviewing and approving the audit report, including audit findings and recommendations; and
6. reporting to all applicable legal agencies including the charter school's sponsor
7. overseeing the school's principal and all financial matters delegated to the principal

The School will provide the Sponsor with annual audited financial reports as of June 30 of each year. These reports will include a complete set of financial statements and notes thereto prepared in accordance with generally accepted accounting principles for inclusion into the Board's financial statements annually, formatted by revenue source and expenditures and detailed by function and object, as per the Sponsor's timelines.

The School will utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, as a means of codifying all transactions pertaining to its operations for both internal and external reporting. Financial reporting will be subject to any directives issued by the State of Florida and the local school district.

*C. Describe the method by which accounting records will be maintained.*

The School will utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, as a means of codifying all transactions pertaining to its operations for both internal and external reporting. Financial reporting will be subject to any directives issued by the State of Florida and Sponsor.

Additionally, these policies, identified in the Board's Policies and Procedures Manual, ensure effective internal controls over revenues, expenses and fixed assets and are evaluated on a monthly basis to ensure compliance with all statutory and regulatory authorities.

Among others, these procedures require the school to:

- Utilize the standard state codification of accounts (Redbook) as a means of codifying all transactions pertaining to its operations for both internal and external reporting; the Board reserves the right to use GAAP in accordance with the Florida Statute.
- Open an operating bank account and a school fundraising account with an FDIC insured institution
- Record transactions managed by these accounts in a QuickBooks or similar program
- Reconcile monthly reports and bank statements and keep in monthly binders at the school
- Record and log all cash and checks received and deposit daily.
- Require dual signatures for all checks over \$2500.00, as established by the Board
- Prepare disbursement voucher packages at school-site as authorized by the Principal and submit to ESP with

appropriate supporting documentation

- Make disbursements only to authorized/approved vendors
- Conduct physical property inventories at the beginning and end of every school year to safeguard fixed assets.
- Categorize, label, and record all fixed assets in an Inventory Log which is updated throughout the school year as items are purchased and disposed
- Follow the procedures for proper disposal and inventory as detailed in the Internal Accounting Manual
- Retain documents for a specified amount of time

*D. Describe how the school will store student and financial records.*

The School will maintain both student and financial records in accordance with Chapter 119, Florida Statutes. Retention schedules established by the records and information management program of the Division of Library and Information Services of the Department of State will be followed.

The school maintains both active and archival records for current and former students in accordance with federal, state, local laws and with the regulations prescribed by the Florida Department of Education. The school ensures that all student records are kept confidential as required by applicable law.

All permanent records of students leaving the school, whether by graduation or transfer to another sponsoring district school are transferred to the sponsoring district school in which the student is enrolled. All students leaving the school to attend an out-of county school or a private educational institution shall have a copy of their permanent record forwarded to the school in which the student is enrolled. All permanent records remain in the last school in which the student was enrolled.

All student and financial records are kept in locked, fireproof cabinets or in a fireproofed locked records storage vault. Only certain school personnel have access to student records, and computerized student records are backed up regularly and stored in a secure area.

Financial Data Security - financial data will be maintained on a secured system/network. Only the School Director and authorized representatives of the Board of Directors have access to the data. Appropriate file backups and physical records will be maintained in a secure environment.

*E. Describe the insurance coverage the school will obtain, including applicable health, workers compensation, general liability, property insurance and directors and officers liability coverage.*

The School will maintain insurance coverage limits that either meet or exceed the District minimum insurance limit requirements. The School's insurance shall cover the School (and its subcontractors, to the extent that it is not otherwise insured) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements as stated in the Florida Workers' Compensation Act.

Minimum Limits: There shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part 1 of the standard Worker's Compensation Policy.

The minimum amount of coverage for those customarily insured under Part 2 of the standard Worker's Compensation Policy shall be:

EL Each Accident: \$500,000; EL Each Disease-Policy Limit: \$500,000; EL Disease-Each Employee: \$500,000

Insurance limits and deductibles are as follows:

- General Liability Limit - \$1,000,000/\$3,000,000 Deductible: \$0
- Auto or Hired Non-Owned Auto Liability Limit - \$1,000,000 Deductible: \$0
- Educators Legal Liability and Employment Practices - Limit: \$1,000,000 Deductible: \$2,500 Aggregate: \$2,000,000
- Umbrella/Excess Liability Limit: \$10,000,000 Deductible: \$10,000
- Crime Coverage – Limit: \$1,000,000 Deductible: \$25,000
- Comprehensive Property Coverage – Limit: 100% TIV Deductible: Named Windstorm 5% of TIV, \$5,000 All other Perils

The insurance carrier has AM Best financial rating of A XII, with over \$1 billion in retained earnings according to AM Best.

For Worker's Compensation: Aon Risk Services, Inc. of FL is licensed in the State of FL and Illinois National Insurance Company is rated "A (Excellent)" by AM Best Company.

## Section 19: Action Plan

A. Present a timetable for the school's start-up, including but not limited to the following key activities:

- i. Identifying and securing facility
- ii. Recruiting and hiring staff
- iii. Staff training
- iv. Finalizing curriculum and other instructional materials
- v. Governing Board training (if necessary)
- vi. Policy Adoption by Board (if necessary)
- vii. Enrollment Lottery, if necessary
- viii. Acquire furniture, fixtures, equipment
- ix. Acquire instructional materials and technology
- x. Student enrollment

The activities included should align with the start-up budget described earlier in the application. If an activity will be paid for by a source of funding not included in the start-up budget, it should be clearly indicated. (This timetable is a projection and is not meant to be binding on the school or sponsor)

The school's projected timetable for start-up is as follows:

### PROJECTED START-UP TIMELINE

| Already obtained                           | Applying for and securing appropriate legal status                                     |
|--|--|
| May 1, 2015                                | Early submission of draft charter school application proposal (if applicable)          |
| May 1 <sup>st</sup> - July 1 <sup>st</sup> | Sponsor Review and feedback to Applicant of draft application (if applicable)          |
| August 3, 2015                             | Submission of charter school application proposal                                      |
| August - November                          | Application Review and Board Interviews  |
| November - December                        | School Board consideration of Application<br>Facility Search<br>Grant Solicitation     |
| December - February                        | Contract Negotiations with School District<br><b>Identifying and securing facility</b> |
| December - January                         | Grant Preparation  |
| February                                   | Recruitment of Principal   |
| <b>March 2016</b>                          | <b>Finalizing curriculum and other instructional materials</b>                         |
| March - May                                | Marketing and Student Recruitment<br>Principal selection and hiring by the Board       |
| May  | <b>Initial Recruitment of Faculty and Staff</b>  |
| May 15 <sup>th</sup>                       | Student Registration Begins  |

|                       |  |
|-----------------------|--|
|                       |  |
| May 30th              | <b>Student Enrollment</b><br>Students who have registered will be officially enrolled. If number of applicants exceeds capacity, lottery will be conducted.  |
| June 1st              | Second Registration Period Begins<br>Vendor Contracts Finalized (food service, uniforms, etc)  |
| June 15 <sup>th</sup> | Students who have registered will be officially enrolled.<br><b>If number of applicants exceeds capacity, Lottery will be conducted.</b>   |
| May- June             | <b>Curriculum Planning and Purchasing of Materials</b><br><b>Technology and School Furniture Purchasing</b><br>Finalize Staff Recruitment and Hiring   |
| June- July            | Preparation of Facilities<br>Finalize Faculty and Staff Hiring<br><b>Policy Adoption by Board as needed</b><br><b>Governing Board Training/Fingerprinting as needed</b>  |
| July- Aug             | Conduct Final Facilities and Safety Inspections<br><b>Staff Training (Summer Institutes)</b><br>Finalize Registrations and Master Schedule<br>Teacher fingerprinting, drug-testing, and background checks completed. |
| August 2016           | Textbook and Furniture distribution and inventory<br>Final Curriculum Review with lead staff<br>Faculty Orientation Workshops – PD<br>Student/Parent Orientations<br>Classes Commence as per Sponsor Calendar        |
|                       |  |

**School-Emergency Management and Recovery Plan** - The School will implement a Security Action Plan articulated in its Employee Handbook that prepares all staff for unanticipated events including but not limited to: medical, fire, hazardous, weather security, etc. The School will cooperate with the District to provide the safest school possible for the staff and students, and will incorporate all the applicable and appropriate District-approved emergency efforts in order to maintain a safe school environment. Accordingly, the School will adopt the emergency plans for fire, hurricane, tornado, and child safety currently in effect within the District.

All staff members will be trained regarding procedures for disaster preparedness plans outlining procedures for emergency situations and natural disasters. Staff will be trained to implement an action plan within an emergency situation. Both students and staff will be trained in planning for these events through routine drills and practice. Procedures and plans will be provided to teachers and the staff through the employee handbook, and parents and community members will receive information regarding emergency procedures via newsletters and parent meetings.

The Governing Board and the School will ensure that all provisions of the Jessica Lunsford Act (1012.465.F.S.) are adhered to at the school in ensuring the safety of all faculty, staff and students on the property.

## V. STATEMENT OF ASSURANCES

This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

As the authorized representative of the applicant group, I hereby certify that the information submitted in this application for a charter for Somerset Academy, Inc is accurate and true to the best of my knowledge and belief; and further, I certify that, if awarded a charter, the school:

- Will be nonsectarian in its programs, admission policies, employment practices and operations.
- Will enroll any eligible student who submits a timely application, unless the school receives a greater number of applications than there are spaces for students, in which case students will be admitted through a random selection process.
- Will adhere to the antidiscrimination provisions of section 1000.05, F.S.
- Will adhere to all applicable provision of state and federal law relating to the education of students with disabilities, including the Individuals with Disabilities Education Act; section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.
- Will adhere to all applicable provisions of federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.
- Will participate in the statewide assessment program created under section 1008.22, F.S.
- Will comply with Florida statutes relating to public records and public meetings, including Chapter 119, Florida Statutes, and section 286.011, F.S., which are applicable to applicants even prior to being granted a charter.
- Will obtain and keep current all necessary permits, licenses and certifications related to fire, health and safety within the building and on school property.
- Will provide for an annual financial audit in accordance with section 218.39, F.S.

The governing board, at its discretion, allows Charles Gibson, Esq. to sign as the legal correspondent for the school.

\_\_\_\_\_  
*Signature*

7/29/15

*Date*

David Concepcion, Board Chair

*Printed Name*

## **Appendices A - G**

**Appendix A - Corporate Documents**

**Appendix B - Budgets**

**Appendix C - Sample ESP Service Agreement**

**Appendix D - Job Descriptions**

**Appendix E - Sample Parent Contract**

**Appendix F - High Performing Verification Letter**

**Appendix G - Lender Commitment Letter**

**Appendix A - Corporate Documents**

**ARTICLES OF INCORPORATION OF THE SOMERSET  
NEIGHBORHOOD SCHOOL, INC.**

THE UNDERSIGNED, as incorporator and on behalf of a non-for-profit, non-stock corporation under the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE I**

**NAME**

Section 1.1. The name of the Corporation is The Somerset Neighborhood School, Inc.

**ARTICLE II**

**DURATION**

Section 2.1. The Corporation shall have perpetual existence unless dissolved pursuant to law.

**ARTICLE III**

**NON-STOCK CORPORATION**

Section 3.1. The Corporation shall be organized on a non-stock basis under the Florida Not-for-Profit Corporation Act and may issue no Certificates of Membership.

**ARTICLE IV**

**PURPOSE**

Section 4.1. The purposes for which the Corporation is organized is for transacting any and all lawful business for which corporations may be incorporated under the Florida Not-for-Profit Corporation Act and to distribute the whole or any part of the income therefrom and the principal thereof exclusively for charitable, religious, scientific, literary, or educational purposes, either

directly or by contributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code and Regulations issued pursuant thereto, as they now exist or as they may hereafter be amended.

Section 4.2. The Corporation shall have the power, either directly or indirectly, either alone or in conjunction or cooperation with others, to do any and all lawful acts and things and to engage in any and all lawful activities which may be necessary, useful, suitable, desirable, or proper for the furtherance, accomplishment, fostering, or attainment of any or all of the purposes for which a Corporation is organized, and to aid or assist other organizations whose activities are such as to further accomplish, foster, or attain any of such purposes. Notwithstanding anything herein to the contrary, the Corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c)(3) of the Internal Revenue Code of 1986 and the regulations thereunder as the same now exist or as they may be hereinafter amended from time to time.

Section 4.3. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any Director or Officer of the Corporation or any other private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes); and no Director or Officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

Section 4.4. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

Section 4.5. The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

Section 4.6. The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

Section 4.7. The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

Section 4.8. The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

Section 4.9. The Corporation shall not make any taxable expenditure as defined in Section 4945(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

Section 4.10. Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and Regulations issued pursuant thereto as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under Section 170(e)(2) of the Internal Revenue Code and said Regulations as they now exist or as they may hereafter be amended.

Section 4.11. Upon the dissolution of the Corporation, the Board of Directors shall, after paying, or making provision for the payment of, all of the liabilities of the Corporation, dispose of all of the assets of the Corporation, exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes, as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Revenue Law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the court having proper jurisdiction in the county where the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

## ARTICLE V

### MEMBERS

Section 5.1. This Corporation shall have a membership consisting of the Board of Directors of the Corporation serving from time to time.

## ARTICLE VI

### DIRECTORS

Section 6.1. The affairs of the Corporation shall be governed by a Board of Directors (hereinafter referred to as the "Board"), subject to the restriction that, except as specifically set forth to the contrary in the Bylaws, the exercise of any powers or actions of the Board shall require the approval thereof by a majority vote of the Board present at a meeting at which a quorum of no less than two (2) Directors are present. The affirmative vote of any two (2) Directors shall be necessary for all corporate action requiring a vote of the Board, including, but not limited to the following:

6.1.1. Approval of charitable gifts, transfers, distributions and grants by the Corporation to other entities.

6.1.2. Adoption of an amendment to the Articles of Incorporation or the Bylaws.

6.1.3. Organization of a subsidiary or affiliate by the Corporation

6.1.4. Approval of any merger, consolidation or sale or other transfer of all or a substantial part of the Corporation.

Section 6.2. The initial Board of Directors shall consist of the following members elected in accordance with this Section 6 2 and the Bylaws:

Section 6.3. The term of office of an elected Director shall be one (1) year and shall expire, regardless of whether or not a successor shall have been duly elected and qualified. The terms of elected Directors shall be staggered so that no elected Director's term expires less than four (4) months before the expiration of the next elected Director.

## ARTICLE VII

### ADDRESS

Section 7.1. The street address of the principal office of this corporation in the State of Florida is:  
6262 Bird Road, Suite 31  
Miami, FL 33155

The Board may, from time to time, move its principal office in the State of Florida to another place in this state.

**ARTICLE VIII**  
**REGISTERED AGENT AND REGISTERED OFFICE**

Section 8.1. The registered agent and registered office of the Corporation shall be:

| Name            | Address                                      |
|-----------------|--|
| IGNACIO ZULUETA | 6262 BIRD ROAD, SUITE 3 I<br>MIAMI, FL 33155 |

**ARTICLE IX**  
**AMENDMENT**

Section 9.1. These Articles of Incorporation may be amended in the manner and with the vote provided by law.

**ARTICLE X**  
**BYLAWS**

Section 10.1. The Board of Directors of this Corporation shall adopt Bylaws for the government of this Corporation which shall be subordinate only to the Articles of Incorporation and the laws of the United States and the State of Florida. The Bylaws may be amended from time to time by the Board of Directors.

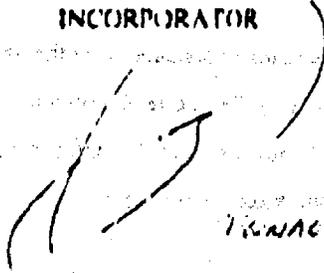
**ARTICLE XI**  
**INCORPORATOR**

Section 11.1. The name and address of the Incorporator of this Corporation are as follows:

| Name            | Address                                      |
|-----------------|--|
| IGNACIO ZUBIETA | 6262 BIRD ROAD, SUITE 111<br>MIAMI, FL 33155 |

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 2 day of MAY 1997.

INCORPORATOR

  
IGNACIO E. ZUBIETA



**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR  
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE,  
NAMES AGENT UPON WHOM PROCESS MAY BE SERVED**

In pursuance of Section 48091 and Section 607.0501(3), Florida Statutes, the following is submitted in compliance with said Sections:

The Somerset Neighborhood School, Inc. desiring to organize under the laws of the State of Florida with its principal office as indicated in the Certificate of Incorporation, at the City of Fort Lauderdale, County of Broward, State of Florida, has named IGNACIO ZULUETA

located at 6262 BIRD ROAD, SUITE 311  
MIAMI, FL 33155

as its agent to accept service of process within this State.

**ACKNOWLEDGMENT**

Having been named to accept service of process for the above-named corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Sections relative to keeping open said office.

REGISTERED AGENT  


IGNACIO ZULUETA

**ARTICLES OF AMENDMENT**  
to  
**ARTICLES OF INCORPORATION**  
**Somerset Neighborhood School, Inc.**

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its articles of incorporation.

**FIRST:** Amendment(s) adopted: (INDICATE ARTICLE NUMBER(S) BEING AMENDED, ADDED OR DELETED.)

**AMENDMENT TO ARTICLE I**

The name of the Corporation shall now be:

**SOMERSET ACADEMY, INC.**

**SECOND:** The date of adoption of the amendment(s) was: JANUARY 14, 2000

**THIRD:** Adoption of Amendment (CHECK ONE)

- The amendment(s) was (were) adopted by the members and the number of votes cast for the amendment(s) was (were) sufficient for approval.

There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

**Somerset Academy, Inc.**

Corporation Name

*Magdalena Fresen*

Signature of Chairman, Vice Chairman, President, or other Officer

Magdalena Fresen

Typed or Printed Name

Secretary

2/18/00

Title & Date

ALL AMENDMENTS FILED

00 MAR -2 AM 9:48

FILED

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on March 2, 2000, to Articles of Incorporation for THE SOMERSET NEIGHBORHOOD SCHOOL, INC. which changed its name to SOMERSET ACADEMY, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N97000002553.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Thirteenth day of March, 2000



OR88022 1 33

*Katherine Harris*

Katherine Harris  
Secretary of State

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE SOMERSET NEIGHBORHOOD SCHOOL, INC., a corporation organized under the laws of the State of Florida, filed on May 5, 1997, as shown by the records of this office.

The document number of this corporation is N97000002553.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capitol, this the  
Twenty-second day of July, 1997.



CR2EO22 (2-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

Faint, illegible text at the top of the page, possibly a header or title.

ALL THIS BEING DONE IN WITNESS WHEREOF  
I have hereunto set my hand and the seal of the  
said Court at the City of New York this 1st day of  
February 1968.

*[Handwritten signature]*



**BYLAWS OF  
SOMERSET ACADEMY, INC.  
A Florida Nonprofit Corporation**

**ARTICLE 1  
OFFICES**

The corporation's principal office shall be fixed and located at such place within the boundaries of the County of Miami-Dade or Broward, Florida, as the Board of Directors ("Board") shall determine. The Board is granted full power and authority to change the principal office from one location to another.

**ARTICLE 2  
PURPOSE**

The specific and general purposes of the corporation are described in the Articles of Incorporation.

**ARTICLE 3  
NO MEMBERS**

Section 3.1 No Members

The corporation shall have no members. Any action, which would otherwise; by law require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights, which would otherwise by law vest in the members, shall vest in the board.

**ARTICLE 4  
DIRECTORS**

Section 4.1 General Powers

Subject to the limitations of the Florida not-for-profit corporation law, the corporation's Articles of Incorporation and these Bylaws, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may engage the services of a management company with respect to certain operations of the corporation, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. No assignment, referral or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the corporation's activities, and the Board may, subject to contractual obligations as may exist, rescind any such assignment, referral or delegation at any time.

## Section 4.2 Specific Powers

Without prejudice to its general powers, but subject to the same limitations set forth above, the Board shall have the following powers in addition to any other powers enumerated in these Bylaws and permitted by law:

- a. To select and remove all of the officers, agents and employees of the corporation; to prescribe powers and duties for them which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws; and to fix their compensation;
- b. To conduct, manage and control the affairs and activities of the corporation and to make such rules and regulations therefore which are not inconsistent with the law, the corporation's Articles of Incorporation or these Bylaws, as it deems best;
- c. To adopt, make and use a corporate seal and to alter the form of the seal from time to time, as it deems best;
- d. To borrow money and incur indebtedness for the purpose of the corporation, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation's and other evidences of debt and securities therefore;
- e. To act as trustee under any trust incidental to the principal object of the corporation, and receive, hold, administer, exchange and expend funds and property subject to such trust;
- f. To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real and personal property;
- g. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose;
- h. To form and be a member or shareholder of a not-for-profit entity organized under the law of any state, or to form without members or shareholders a not-for-profit entity organized under the law of any state, for the purposes of education, education or other research, or support of education or education research; and
- i. To carry out such other duties as are described in the Charter or Articles or Incorporation.

## Section 4.3 Number, Election and Term of Directors and Related Matters

- a. The authorized number of Directors shall be no less than three (3) and no greater than eleven (11) until changed by amendment of these Bylaws.
- b. Those Directors who are to be elected by the Board of Directors (which shall be the difference between the total number of Directors to comprise the Board of Directors and the number of Directors elected by the Development Committee as provided below) shall be so elected at the annual meeting of the Board of

Directors then in the office. Except as set forth below, only existing members of the Board of Directors may nominate candidates for new Directors. Notice of the Board's intention to elect a Director shall be included in the agenda for that meeting of the Board and shall be publicly announced.

- c. The members of the Development Committee (described below), at each annual meeting of the Board of Directors, shall annually elect by aggregate majority vote up to three Directors of the corporation chosen from the persons so nominated by each Local Board (described below); provided however that the number of such Directors shall not exceed the number of such Local Boards as of the date of the annual meeting. Each such member of the Board of Directors elected by the Development shall have the same tenure and other rights and responsibilities as the balance of the members of the Board of Directors;
- d. Each member of the Board of Directors shall have a term of five years, and may only be re-elected for up to three (3) consecutive terms. Upon serving the maximum term, a Director's term shall automatically expire without further action of the Board. Each such Director who has successfully completed their term as Director, shall be invited to participate in a group of Emeritus Directors. Emeritus Directors are invited to attend Board meetings and other Somerset Academy Inc. functions, provide advice and counsel to the Board, but shall have no voting power.
- e. Directors shall be elected at a duly held meeting of the Board of Directors;
- f. The Board shall include at least one member who is the parent of a child enrolled in a school operated by the corporation and at least one member who is or has been a professional educator and/or school administrator, having experience in education. The Board should endeavor to be comprised of a diverse group of accomplished professional, academic, business, and/or civic minded individuals who are committed to the mission of the corporation.
- g. Persons who are employed by, or are principals of, either a sponsor or a management company for the corporation are not eligible and shall not be elected to serve on the Board so as to avoid potential conflicts of interest. The Board will seek to avoid filling future vacancies on the Board with persons who are employed by schools which are managed by the same company that manages schools operated by the corporation. However, if the corporation does not have a professional educator or administrator on its Board and if the application process described in Section 4.5 does not produce such an applicant for the Board, then the Board may consider and select as a Director an educator or administrator employed by the same company that manages schools operated by the corporation.

#### Section 4.4 Resignation and Removal

Any Director may resign effective upon giving written notice to the Board, unless the notice specifies a later effective time. If the resignation is effective at a future time, a successor may be selected (by the existing president) before such time, to take office when the resignation becomes effective. A Director may be removed without cause by a majority of the Directors then in office.

#### Section 4.5 Vacancies

- a. A Board vacancy or vacancies shall be deemed to exist if any Director dies, resigns, or is removed, or if the authorized number of Directors is increased.
- b. The Board shall declare vacant the office of any Director who has been convicted of a felony, or whose fingerprint check results reveal non-compliance with standards of good moral character.
- c. In order to elect a new Director, the Board shall announce the vacancy to the public, including Somerset Academy Inc. parents, teachers, and schools, and invite applications from qualified persons all as described by the Board. The Chairman or another Board member approved by the Board, shall conduct an initial review and evaluation of all applications and report to the Board by way of nomination of candidates. Board members are encouraged to solicit applications from qualified persons. Following review and discussion of the nominated candidates, the Board will proceed to elect the nominated candidates as new Director(s).
- d. New Directors shall be elected by a vote of the majority of the existing Directors. Each Director so elected shall hold office until a successor has been appointed and qualified.
- e. No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of the Director's term of office.
- f. The Board shall develop an orientation and training program for new Directors and an annual continuing education program for existing Directors.

#### Section 4.6 Attendance

Directors must be willing and able to travel to fulfill their obligations to Somerset Academy Inc. The Board may declare vacant, the office of any Director if, in any given calendar year:

- (a) He/She is absent from three consecutive meetings; or
- (b) He/She is absent from four of the board's meetings;
- (c) if he/she fails to attend any Authorizer-required conference(s)/meeting(s) at which attendance is mandatory; provided that regardless of their compliance with subsection (a) and (b) above, members must attend at least 50 percent of all the board meetings held during a year.

#### Section 4.7 Place/Notice of Meetings/Compliance with Applicable Laws

Meetings of the Board may be held at the principal office of the corporation or at any other place that has been designated in the notice of the meeting or by resolution of the Board. Appropriate notices of the meeting complying with both Florida law as well as the Texas Open Meetings Act for those meetings that relate to the operations of the Brooks Academy of Science and Engineering shall be timely posted or published as required by law, and all meetings shall be held and conducted in accordance with applicable open or public meetings laws. The public, any board member or officer of the corporation shall place any desired item on the agenda of any board meeting by notifying, in writing, no later than 5 (five) business days prior to the scheduled board meeting, a description of the item to be placed in the agenda and said descriptions shall be delivered to the then acting secretary of the corporation. Any meetings that relate to the operations of the Brooks Academy of Science and Engineering will be held in the State of Texas. Such meetings of the Board called under Sections 4.7, 4.8, and 4.9 or pursuant to any other provision of these bylaws, shall comply with each and every provision of the Texas Open Meetings Act, which law is hereby incorporated by reference.

#### Section 4.8 Annual Meetings

The Board shall hold an annual meeting for the purposes of organization, selection of Directors and officers, and the transaction of other business.

#### Section 4.9 Quarterly Meetings

Quarterly meetings of the Board, shall be held on such dates and at such times and places as may be from time to time fixed and notified by the Board.

#### Section 4.10 Special Meetings

- a. Special meetings of the Board for any purpose(s) may be called at any time by the Chairman of the Board, if there is such an officer, the President, or the Secretary.
- b. Special meetings of the Board may be held after each Director has received notice by mail, telecopy, e-mail or telephone.
- c. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

#### Section 4.11 Quorum and Voting

One half (1/2) of the authorized Directors then in the office shall constitute a quorum. The Board shall attempt to reach a general consensus on all actions before the Board; provided, however, that every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is an act of the Board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

#### Section 4.12 Waiver of Notices

Notice of meeting need not be given to any Director who signs a waiver of notice, a written consent to the holding of the meeting, an approval of the minutes of the meeting, whether before or after the meeting, or who attends the meeting without protesting the lack of notice prior thereto or at its commencement. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

#### Section 4.13 Adjournment

A majority of the Directors present, whether or not a quorum is present, may adjourn any Director's meeting to another time and place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time scheduled for the continuation of the meeting, to the Directors who were not present at the time of the adjournment.

#### Section 4.14 Rights of Inspection

Every Director has the absolute right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation provided such inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the corporation's obligations to maintain the confidentiality of certain books, records and documents under any applicable federal, state or local law.

#### Section 4.15 Fees and Compensation

Directors shall not receive compensation for their services; however, the Board may approve the reimbursement of a Director's actual and necessary expenses incurred in the conduct of the corporation's business. The corporation shall carry liability insurance covering the Director's and Officers of the corporation as described on the Charter on the conduct of the corporation's business.

#### Section 4.16 Standard of Care

- a. A Director shall perform all duties of a Director in good faith, in a manner such Director believes to be in the best interests of the corporation and with such care, including the duty to make all reasonable inquiries, as an ordinarily prudent person in a like situation would use under similar circumstances.
- b. In performing the duties of a Director, a Director may rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:
  - i. One or more officers or employees of the corporation whom the Director believes to be reliable and competent in the matters presented;
  - ii. Legal counsel, independent accountants or other persons as to matters that the Director believes to be within such person's professional or expert competence; or
  - iii. A committee of the Board upon which the Director does not serve as to matters within a designated authority, provided the Director believes that the committee merits confidence and the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

### Section 4.17 Alumni Member

The Board may provide an open seat for a Board candidate who is a high-school graduate of a Somerset Academy school.

The alumni board member must meet all of the criteria of all board members, including but not limited to the following: shall have the ability to travel; shall meet the stated attendance requirements; shall participate in all required Governing Board trainings; and shall submit to, and successfully clear, any and all required fingerprint and/or background checks.

The alumni board member shall serve an initial 2-year term, and shall be subject to the same maximum term limits as described in Section 4.3(d).

## ARTICLE 5 OFFICERS

### Section 5.1 Officers

The officers of the corporation shall be Chair, Vice Chair, Secretary, and President, each of whom shall be appointed by the Board. The corporation may also have, at the discretion of the Board, a Treasurer and Vice-President, and such other officers and assistant officers as may be elected or appointed by the Board. Any number of offices may be held by the same person, except that the Chair may not also serve as President of the Corporation. Unless otherwise stated, officers need not be a director, or a member of the governing board, in order to hold an office. An officer who does not also serve as a director or a member of the governing board, is not subject to the prohibition against receiving fees or compensation for services rendered to the Corporation. .

#### 5.1.1 Chair

The Chair of Somerset Academy Inc., shall be elected by the Board of Directors of Somerset Academy Inc., at its annual meeting. The Chair may be removed from office as Chair without cause at any time upon an affirmative vote of a majority of the Directors of Somerset Academy Inc.:

- a. The Chair shall be the presiding officer at all meetings of Somerset Academy Inc.
- b. The Chair shall appoint all of the chairs of committees and all members of all committees, subject to the approval or ratification of Somerset Academy Inc. All such committee chairs and members of committees shall serve at the pleasure of the Chair and the Chair may remove the chair(s) of any such committee and any committee member, without cause at any time.
- c. The Chair shall serve as a nonvoting, ex officio member of all committees of the Somerset Academy Inc., and the presence of the Chair may count as quorum at any committee meeting.

### 5.1.2 Vice-Chair

The Vice- Chair of Somerset Academy Inc., shall be elected by the Board of Directors of Somerset Academy Inc., at its annual meeting. The Chair may be removed from office as Vice-Chair without cause at any time upon an affirmative vote of a majority of the Directors of Somerset Academy Inc.:

- a. The Vice Chair shall be the presiding officer at any meeting when the Chair of Somerset Academy Inc., is absent.
- b. In the event that the office of the Chair is vacant, the Vice Chair shall assume the duties and powers of the Chair until such time as the office of the Chair is no longer vacant.

### 5.1.3 Secretary

- a. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board may order, a book of minutes of all meetings of the Board and its committees, including the following information for all such meetings; the time and place of holding; whether regular or special; if special, how authorized; the notice thereof given; the names of those present and absent, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office in the State of Florida, the original or a copy of the corporation's Articles of Incorporation and Bylaws, as amended to date, and a register showing the names of all directors and their respective addresses. The Secretary shall keep the seal of the corporation and shall affix the same on such papers and instruments as may be required in the regular course of business, but failure to affix it shall not affect the validity of any instrument.
- b. The Secretary shall give, or cause to be given, notice of all meetings of the Board and any committees thereof required by these Bylaws or by law to be given, and shall distribute the minutes of meetings of the Board to all its members promptly after the meetings; shall keep the seal of the corporation in safe custody; shall see that all reports, statements and other documents required by law are properly kept or filed, except to the extent the same are to be kept or filed by the Treasurer; and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.
- c. The Secretary of the corporation shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts and disbursements. The books of account shall at all times be open to inspection by any Director.

### 5.1.4 President

The Board may hire a President who shall not be a Director and as such, shall be a non-voting position. The President shall not be a member of the Governing Board. The President is the general manager and chief executive officer of the corporation and has, subject to the control

of the Board, general supervision, direction and control of the business and officers of the corporation. The President shall report as directed to the Board at each meeting. The President has the general management powers and duties usually vested in the office of the President and general manager of a corporation as well as such other powers and duties as the Board may prescribe from time to time.

#### 5.1.5 Vice President

The Board may hire a Vice President who shall not be a Director, and as such, shall be a non-voting position. The Vice-President, if any, shall act in the place and stead of the President in the event of the President's absence, inability, or refusal to act. The Vice-President shall have such other powers and perform such other duties as the Board and the President may prescribe from time to time.

#### 5.1.6 Treasurer

The Treasurer, if any, shall insure or cause to be insured, that a true and accurate accounting of the financial transactions of the Corporation is made and that such accounting is presented to and made available to the Board. The Treasurer, if any, shall perform such other duties as may be prescribed by the Board.

#### Section 5.2 Election

The officers of the corporation, shall be chosen by the Board at each biennium , or as provided above, and shall serve at the pleasure of the Board, and shall hold their respective offices until their resignation, removal or other disqualification from service, or until their respective successors shall be elected.

#### Section 5.3 Subordinate Officers

The Board may elect, and may empower the Chair to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

#### Section 5.4 Removal

Any officer may be removed, either with or without cause, by the Board at any time or, except for an officer chosen by the Board, by any officer upon whom the Board may confer such power of removal. Any such removal shall be without prejudice to the rights, if any, of an officer under any contract of employment.

### Section 5.5 Resignation

Any officer may resign at any time by giving written notice to the Board; such resignation may not prejudice the rights, if any, of the corporation under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### Section 5.6 Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

### Section 5.7 Salaries

Each officer, who is not otherwise a Director or a member of the Governing Board, may be paid a reasonable salary, as may from time to time be determined by action of the Board. No such payment shall preclude any officer from serving the Corporation in any other capacity and receiving compensation for such services.

## ARTICLE 6 COMMITTEES

### Section 6.1 Board Committees

The Board may, by resolution adopted by a majority of the Directors then in office, provided that a quorum is present, create one or more standing or ad hoc committees, each consisting of at least two (2) members of the Board, to serve at the pleasure of the Board.

### Section 6.2 Local Governing Body Committees

The Board by resolution or by amendment to these bylaws may create and adopt bylaws for one or one or more states (each, a "Local Board"), all of whom shall serve at the pleasure of the Board, and may be removed by the Board from such local board, having such powers and responsibilities as are set forth in such bylaws or resolution.

### Section 6.3 Development Committee

The Board hereby creates a committee to be known as the "Development Committee," whose members shall be the Liaison Members (as identified in the bylaws of the respective Local Boards) of each of the Local Boards. The Development Committee members shall select one of their members as Chair, and such person shall serve for a term of one year, with re-election as the Committee members shall

determine by their vote so long as such person remains a Liaison Member of a Local Board. Newly elected Liaison Members shall automatically succeed to membership (or become new members in the case of new Local Boards) on the Development Committee, without further act. The Development Committee shall meet on the call of the Chair (meetings shall be by teleconference unless the Board has authorized travel expense) for the purposes of discussing matters related to the Local Boards. In addition, each year the Development Committee shall elect up to three persons (but not more than the number of Local Boards), each of whom shall be a member of one of the Local Boards, to serve as Directors of corporation.

## ARTICLE 7 OTHER PROVISIONS

### Section 7.1 Validity of Instrument

Subject to the provision of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other written instrument and any assignment or endorsement thereof executed or entered into between the corporation and any other person, shall be valid and binding on the corporation when signed by the President or any Vice President and the Secretary or Treasurer of the corporation, unless the other person has actual knowledge that the signing officers has no authority to execute the same. Any such instruments may also be signed by the Board or a designated member of the Board.

### Section 7.2 Construction and Definitions

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Nonprofit Corporation Law of the State of Florida shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both the corporation and a natural person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provision.

### Section 7.3 Fiscal Year

The fiscal year of the corporation shall be set by the Board.

### Section 7.4 Conflict of Interest

Any Director, officer, key employee, or committee member having an interest in a contract or other transaction presented to the Board or a committee thereof for authorization, approval, or ratification shall make a prompt, full and frank disclosure of

his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest. The following provisions of Texas law and rules and any amendments thereto: i) Education Code Chapter 12. Charters and, ii) Texas Administrative Code (TAC), Title 19, Part II Chapter 100 as they apply, relate and refer to conflicts of interest are hereby incorporated by reference and applicable to any board member, director, officer, key employee, or committee member having an interest in a contract or other transaction of a charter school sponsored by the Board in Texas.

#### Section 7.5 Interpretation of Articles of Incorporation

In any instance in which the provisions of these Bylaws are in conflict with the provisions of the Articles of incorporations, the provisions of the Bylaws control.

#### Section 7.6 Robert's Rules

All Board meetings and committee meetings shall be conducted in accordance with Roberts Rules of Order. In any instance in which the provisions of these Bylaws are in conflict with the provisions of Robert's Rules of Order, the provisions of the Bylaws shall control.

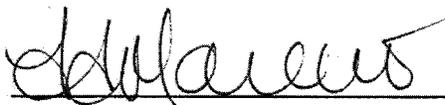
### ARTICLE 8 AMENDMENTS

#### Section 8.1 Bylaws

These bylaws may be adopted or these Bylaws may be amended or repealed by a majority vote of the Board of Directors.

#### CERTIFICATE OF ADOPTION OF BYLAWS

I certify that I am the elected and acting Secretary of Somerset Academy, Inc., a Florida nonprofit corporation, and that the foregoing Bylaws constitute the Bylaws of such corporation as adopted by the Board of Directors.

  
\_\_\_\_\_  
SECRETARY

January 2014  
\_\_\_\_\_  
DATE

**Appendix B - Budgets**

Start-up Budget

**Somerset Academy Vero Beach - K-5**

**Start-up Budget**

|                                  | February | March  | April  | May   | June  | Total  |
|----------------------------------|----------|--------|--------|-------|-------|--------|
| <b>Line of Credit / Grant **</b> | 25,000   |        |        |       |       |        |
| <b>EXPENSES:</b>                 |          |        |        |       |       |        |
| Administration Staff             | 2,500    | 3,500  | 3,500  | 3,500 | 3,500 | 16,500 |
| Marketing & Enrollment           |          | 2,500  |        | 2,000 | 500   | 5,000  |
| Computer/Printer                 | 1,500    |        |        |       | 1,000 | 2,500  |
| Administrative Expenses          | 500      | 200    | 100    | 100   | 100   | 1,000  |
| <b>TOTAL OPERATING EXPENSES</b>  | 4,500    | 6,200  | 3,600  | 5,600 | 5,100 | 25,000 |
| <b>Fund Balance</b>              | 20,500   | 14,300 | 10,700 | 5,100 |       |        |

\*\* The School will apply for a \$25,000 planning and design grant, as provided by the Charter School Implementation Grant Program. If awarded, the grant will assist the school with the start-up costs which will be incurred prior to the period when the school will begin to receive operational funding from the sponsor. In the event that the start-up grant is not awarded, the school can either use resources from its network or has identified a non-profit charter school lender that will provide a line of credit to support the opening expenditures.

Budget Summary

**Somerset Academy Vero Beach - K-5**

|                              | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|------------------------------|--------|--------|--------|--------|--------|
| Grades                       | K-5    | K-5    | K-5    | K-5    | K-5    |
| Students per grade (average) | 53     | 63     | 69     | 73     | 75     |
| Total # Students             | 315    | 375    | 415    | 435    | 450    |
| Per Student Revenue *        | 7,139  | 7,190  | 7,311  | 7,416  | 7,529  |
|                              |        | 2.0%   | 2.0%   | 2.0%   | 2.0%   |

**REVENUE**

|  |           |           |           |           |           |
|--|-----------|-----------|-----------|-----------|-----------|
| Maximum Gross Revenue (\$)             | 2,270,206 | 2,732,276 | 3,070,652 | 3,277,948 | 3,493,348 |
| Enrollment Contingency (\$)            | 21,417    | 35,951    | 36,555    | 51,913    | 105,403   |
| Budgeted State Sources of Revenue (\$) | 2,248,789 | 2,696,325 | 3,034,097 | 3,226,035 | 3,387,946 |

**EXPENDITURES**

|                                       |           |           |           |           |             |
|---------------------------------------|-----------|-----------|-----------|-----------|-------------|
| Facility Budget                       |           |           |           |           |             |
| Maximum Facility Expense              | 449,225   | 540,594   | 609,346   | 680,614   | 722,163     |
| Minimum Building Size Utilized (Sqft) | 17,325    | 19,500    | 21,580    | 22,620    | 23,400      |
| Cost per Student                      | \$ 900.00 | \$ 927.00 | \$ 954.81 | \$ 983.45 | \$ 1,012.96 |
| Operating and Fixed Costs             | 165,725   | 192,969   | 213,100   | 252,812   | 266,332     |
| Mortgage Payments/Rent                | 283,500   | 347,625   | 396,246   | 427,803   | 455,831     |

Teacher Staffing Budget

|                             |       |       |       |       |       |
|-----------------------------|-------|-------|-------|-------|-------|
| Average Class Size          | 19    | 19    | 19    | 19    | 19    |
| # of Teachers               | 18    | 21    | 23    | 25    | 26    |
| Salary Benefits per Teacher | 9,178 | 9,405 | 9,616 | 9,601 | 9,811 |

**MAXIMUM FOR OTHER EXPENDITURES**

|  |           |           |           |           |           |
|--|-----------|-----------|-----------|-----------|-----------|
|  | 1,308,125 | 1,610,879 | 1,718,110 | 1,822,864 | 1,917,536 |
|--|-----------|-----------|-----------|-----------|-----------|

\* See All Charter School Calculator for Assumptions for the calculation of per pupil FTE

Somerset Academy Vero Beach - K-5

District: Indian River

|                              |        |     |     |     |     |     |
|------------------------------|--------|-----|-----|-----|-----|-----|
| ESE Percent                  | 12.00% |     |     |     |     |     |
| ESOL Percent                 | 5.00%  |     |     |     |     |     |
| Free & Reduced Lunch Percent | 60.00% |     |     |     |     |     |
| Occupancy                    |        | 99% | 99% | 99% | 99% | 97% |

Homeroom Classrooms 315 375 415 435 450

|              | Year 1    | Year 2    | Year 3    | Year 4    | Year 5    |
|--------------|-----------|-----------|-----------|-----------|-----------|
| Kindergarten | 4         | 4         | 4         | 4         | 4         |
| 1st Grade    | 4         | 4         | 4         | 4         | 4         |
| 2nd Grade    | 3         | 4         | 4         | 4         | 4         |
| 3rd Grade    | 3         | 3         | 4         | 4         | 4         |
| 4th Grade    | 2         | 3         | 3         | 4         | 4         |
| 5th Grade    | 1         | 2         | 3         | 3         | 4         |
| 6th Grade    |           |           |           |           |           |
| 7th Grade    |           |           |           |           |           |
| 8th Grade    |           |           |           |           |           |
| 9th Grade    |           |           |           |           |           |
| 10th Grade   |           |           |           |           |           |
| 11th Grade   |           |           |           |           |           |
| 12th Grade   |           |           |           |           |           |
| <b>Total</b> | <b>17</b> | <b>20</b> | <b>22</b> | <b>23</b> | <b>24</b> |

Student Teacher Ratio

|              | Year 1   | Year 2     | Year 3     | Year 4     | Year 5     |
|--------------|----------|------------|------------|------------|------------|
| Kindergarten | 18       | 18         | 18         | 18         | 18         |
| 1st Grade    | 18       | 18         | 18         | 18         | 18         |
| 2nd Grade    | 18       | 18         | 18         | 18         | 18         |
| 3rd Grade    | 18       | 18         | 18         | 18         | 18         |
| 4th Grade    | 22       | 22         | 22         | 22         | 22         |
| 5th Grade    | 22       | 22         | 22         | 22         | 22         |
| 6th Grade    | 0        | 0          | 0          | 0          | 0          |
| 7th Grade    | 0        | 0          | 0          | 0          | 0          |
| 8th Grade    | 0        | 0          | 0          | 0          | 0          |
| 9th Grade    | 0        | 0          | 0          | 0          | 0          |
| 10th Grade   | 0        | 0          | 0          | 0          | 0          |
| 11th Grade   | 0        | 0          | 0          | 0          | 0          |
| 12th Grade   | 0        | 0          | 0          | 0          | 0          |
| <b>Total</b> | <b>0</b> | <b>318</b> | <b>360</b> | <b>420</b> | <b>464</b> |

Students by Grade Budgeted Enrollment

|              | Year 1     | Year 2     | Year 3     | Year 4     | Year 5     |
|--------------|------------|------------|------------|------------|------------|
| Kindergarten | 71         | 71         | 71         | 71         | 71         |
| 1st Grade    | 71         | 71         | 71         | 71         | 71         |
| 2nd Grade    | 53         | 71         | 71         | 71         | 71         |
| 3rd Grade    | 53         | 53         | 71         | 71         | 71         |
| 4th Grade    | 45         | 53         | 53         | 53         | 53         |
| 5th Grade    | 22         | 45         | 45         | 45         | 45         |
| 6th Grade    | 0          | 0          | 0          | 0          | 0          |
| 7th Grade    | 0          | 0          | 0          | 0          | 0          |
| 8th Grade    | 0          | 0          | 0          | 0          | 0          |
| 9th Grade    | 0          | 0          | 0          | 0          | 0          |
| 10th Grade   | 0          | 0          | 0          | 0          | 0          |
| 11th Grade   | 0          | 0          | 0          | 0          | 0          |
| 12th Grade   | 0          | 0          | 0          | 0          | 0          |
| <b>Total</b> | <b>315</b> | <b>375</b> | <b>415</b> | <b>435</b> | <b>450</b> |

|   |                    |                     |              |    |
|---|--------------------|---------------------|--------------|----|
| <b>ESE Guaranteed Allocation:</b><br>Additional Funding from the ESE Guaranteed Allocation. Enter the FTE from 111,112, & 113 by grade and matrix level. Students who do not have a matrix level should be considered 251. The total should equal all FTE from programs 111, 112 & 113 above. | <b>Grade Level</b> | <b>Matrix Level</b> | <b>FTE</b>   |    |
|   |                    | K-3                 | 251          | 30 |
|   |                    | K-3                 | 252          |    |
|   |                    | K-3                 | 253          |    |
|   |                    | 4-8                 | 251          | 8  |
|   |                    | 4-8                 | 252          |    |
|   |                    | 4-8                 | 253          |    |
|   |                    | 9-12                | 251          | 0  |
|   |                    | 9-12                | 252          |    |
|   |                    | 9-12                | 253          |    |
| <b>Total ESE:</b>   |                    |                     | <b>38.00</b> |    |

Somerset Academy Vero Beach - K-5

| REVENUES   |                   |               |   |
|--|-------------------|---------------|---|
| State Sources with expected enrollment   |                   |               | FEPP Revenue utilizing the revenue worksheet provided by the FLDOE  |
| Federal Sources - NSLP funds 60% of students   | \$ 2.98           |               | 60% The reimbursement provided by the National School Lunch Program (NSLP)  |
| Local Sources - Lunch program paid students  | \$ 3.00           |               | 30% The amount per meal for paid lunches  |
| Capital Outlay (Available 1st Year - Advance/Ed Accredited)                                      | \$ 190.00         | Per Student   | An estimate of the Capital Outlay amount based on the \$50 million allocated for the 2015-16 school year. The amount is kept constant for each year of the budget. The school is part of a district accredited network. |
| Other Sources - Services   |                   |               | Revenue from before care/after care, fund raising activities, field trips, and other internal revenue   |
| EXPENDITURES   |                   |               |   |
| <b>Instruction</b>   |                   |               |   |
| Salaries (includes classroom teachers, contract or hourly, and teacher aides)                    | See Staffing Plan |               | Salaries in the staffing plan are for Full Time Equivalent (FTE) instruction positions. Individuals may be utilized for other functions and the expenditure presented is for the FTE outlined in the staffing plan.     |
| Fringe Benefits  |                   |               | As calculated in the staffing plan.   |
| Contracted Professional Services (includes Therapists & other contracted instructional services) | \$ 450.00         | ESE Student   | Contracted instructional services as outlined in the application  |
| Classroom Supplies & Equipment   | \$ 45.00          | Student       | Student Agendas, Classroom Supplies and other items used within the classroom   |
| Teacher Supplies   | \$ 35.00          | Student       | Supplies for the teacher to outfit the classroom  |
| Textbooks and/or ebooks/Student Activities   | \$ 185.00         | Student       | Textbooks and other instructional materials as described in the curriculum section of the application   |
| Supplemental Instructional materials (CIRP/SIRP and Technology)                                  | \$ 75.00          | Student       | Other supplemental curriculum as detailed in the application  |
| Digital Education Content Materials (Leased)   | \$ 110.00         | Student       | Digital content material as described in the curriculum section. The materials would be funded over time. Expenditure listed is for the annual costs.   |
| Computer - Equipment for Instruction (leased)  | \$ 1,800.00       | Classroom     | Computer equipment to be utilized in the classroom. The expenditure outlined is the annual cost to lease the equipment on a three lease. If the school receives a CSP grant the equipment would be purchased            |
| <i>Sub-Total Instruction</i>   |                   |               |   |
| <b>Pupil Personnel Services</b>  |                   |               |   |
| Salaries (includes counselor, school nurse, health assistant)                                    | See Staffing Plan |               | Salaries in the staffing plan are for Full Time Equivalent (FTE) positions. Individuals may be utilized for other functions and the expenditure presented is for the FTE outlined in the staffing plan.                 |
| Fringe Benefits  |                   |               | As calculated in the staffing plan  |
| Contracted Professional Services (counseling and psychological)                                  | \$ 850.00         | ESE Student   | Contracted instructional support services as outlined in the application (eg. ESE Specialist, counselor)  |
| <i>Sub-Total Pupil Personnel Services</i>  |                   |               |   |
| <b>Media Services</b>  |                   |               |   |
| Salaries (includes Librarian)  |                   |               | Salaries in the staffing plan are for Full Time Equivalent (FTE) media service positions. Individuals may be utilized for other functions and the expenditure presented is for the FTE outlined in the staffing plan.   |
| Fringe Benefits  |                   |               | As calculated in the staffing plan  |
| <i>Sub-Total Media Services</i>  |                   |               |   |
| <b>Curriculum Development</b>  |                   |               |   |
| Salaries (includes Curriculum Specialist)  |                   |               | Salaries in the staffing plan are for Full Time Equivalent (FTE) curriculum positions. Individuals may be utilized for other functions and the expenditure presented is for the FTE outlined in the staffing plan.      |
| Fringe Benefits  |                   |               | As calculated in the staffing plan  |
| Curriculum Planning, Research, Development and Evaluation (part of ESP's Fee)                    | \$ 115.00         | Student       | The services provided in the ESP's \$450 per student fee for Curriculum Planning, Research, Development and Evaluation - The amount stated is a component of the ESP fee  |
| Student Activities   | \$ 15.00          | Student       |   |
| <i>Sub-Total Curriculum Development</i>  |                   |               |   |
| <b>Staff Development</b>   |                   |               |   |
| Workshops/Trainings  | \$ 850.00         | Teacher       | The costs associated with providing staff development as described in the application   |
| <i>Sub-Total Staff Development</i>   |                   |               |   |
| <b>Instruction Related Technology</b>  |                   |               |   |
| Salaries (includes Technology Personnel)   |                   |               |   |
| Fringe Benefits  |                   |               |   |
| Hardware Maintenance   | \$ 6,000.00       | School        | The costs associated with maintaining the computer hardware. This amount is paid to outside contractors.  |
| 3-5 graders having a laptop/netbook  | \$ 1,250.00       | Classroom     | The costs associated to cover the cost of 3-5 graders having a laptop/netbook. The amount includes the leasing, insurance and maintenance of the laptop/netbooks  |
| <i>Sub-Total Instruction Related Technology</i>  |                   |               |   |
| <b>Board</b>   |                   |               |   |
| Professional Services (Legal)  | \$ 2,500.00       | School        | Outside legal expenses  |
| Insurance (General Liability, D&O, Professional Liability)                                       | \$ 750.00         | Classroom     | The costs of the Professional Educators Liability policy  |
| Travel   | \$ 2,000.00       | Board Mem     | The costs for board members to attend meetings and/or conferences   |
| <i>Sub-Total Board</i>   |                   |               |   |
| <b>General Administration</b>  |                   |               |   |
| Management Fees (Portion of the \$450 fee charged by ESP)  | \$ 225.00         | Student       | The portion of the management fee allocated for General administrative services   |
| Administrative Fee   |                   |               |   |
| <i>Sub-Total General Administration</i>  |                   |               |   |
| <b>School Administration</b>   |                   |               |   |
| Salaries (includes Principal, Secretary & other Office Personnel)                                |                   |               |   |
| Fringe Benefits  |                   |               |   |
| Equipment Rental / Lease   | \$ 300.00         | Per Month     | Office equipment leases   |
| Travel   | \$ 1,200.00       | Administrator | Travel expense for the administrative staff to attend meetings and workshops.   |
| Advertising and Promotion  | \$ 5.00           | Student       | Expenditures related to the marketing of the school. This amount includes items such as direct mail, banners, etc.  |
| License Fees   | \$ 200.00         |               | Annual Government license fees  |
| Dues and Subscriptions   | \$ 4.00           | Student       | Costs for subscription services. Membership in the Florida Consortium of Public Charter Schools is included here. The school utilizes the FCPCS teacher evaluation system.  |
| Postage  | \$ 50.00          | Classroom     | Postage and overnight mail costs  |
| Printing   | \$ 225.00         | Classroom     | Printing material and supplies  |
| Office Supplies  | \$ 25.00          | Student       | General office supplies   |
| Office Equipment   | \$ 1,500.00       |               | Annual costs of the office equipment  |
| Computer Equipment   | \$ 1,000.00       | Administrator | Annual costs of the administrative computer equipment   |
| <i>Sub-Total School Administration</i>   |                   |               |   |

Somerset Academy Vero Beach - K-5

|  |              |                  |  |
|--|--------------|------------------|--|
| <b>Facilities Acquisition &amp; Construction</b>                           |              |                  |  |
| Building Lease / Rent (see budget summary for calculation)                 |              |                  | Facility lease costs as outlined in the budget summary and the facility section of the application   |
| <b>Sub-Total Facilities Acquisition &amp; Construction</b>                 |              |                  |  |
| <b>Fiscal Services</b>   |              |                  |  |
| Salaries (Business Manager, Accounting & Bookkeeping Personnel)            |              |                  | Salaries in the staffing plan are for Full Time Equivalent (FTE) fiscal service positions. Individuals may be utilized for other functions and the expenditure presented is for the FTE outlined in the staffing plan.     |
| Fringe Benefits  |              |                  | As calculated in the staffing plan   |
| Fee to County School Board - up to 250 students                            |              |                  | The fee paid to the school district as stipulated in statute   |
| Planning, Research, Development and Evaluation (Part of ESP's Fee)         | \$ 110.00    |                  | The portion of the fee paid to the ESP for providing back office accounting and other fiscal services.   |
| Professional Services - Annual Audit                                       | \$ 8,500.00  |                  | The costs of the annual audit paid to the outside auditor  |
| <b>Sub-Total Fiscal Services</b>   |              |                  |  |
| <b>Food Services</b>   |              |                  |  |
| Salaries (Food Service Workers)  |              |                  | Salaries in the staffing plan are for Full Time Equivalent (FTE) food service positions. Individuals may be utilized for other functions and the expenditure presented is for the FTE outlined in the staffing plan.       |
| Fringe Benefits  |              |                  | As calculated in the staffing plan   |
| Food, Materials & Supplies - Vendor provided meals 90% Participation       | \$ 2.46      | Per Meal per day | The contract cost per meal paid to an approved NSLP provider   |
| Equipment Rental / Lease (provided by food vendor)                         |              |                  | No cost. The equipment is provided by the NSLP provider  |
| Inspection fees  | \$ 75.00     | Twice per year   | Health inspection fees   |
| <b>Sub-Total Food Services</b>   |              |                  |  |
| <b>Pupil Transportation Services</b>                                       |              |                  |  |
| Salaries (Drivers & Transportation workers)                                |              |                  | N/A  |
| Fringe Benefits  |              |                  |  |
| Contracted Transportation Services - \$235 per bus per day 40% utilization | \$ 265.00    | 40%              | The cost for providing busing. The percentage of students that will be utilizing busing. The cost is per bus per day based on a 65 student capacity bus  |
| <b>Sub-Total Pupil Transportation Services</b>                             |              |                  |  |
| <b>Operation of Plant</b>  |              |                  |  |
| Salaries (Custodian, crossing guards, security)                            | See Staffing |                  | Salaries in the staffing plan are for Full Time Equivalent (FTE) Operation of Plant positions. Individuals may be utilized for other functions and the expenditure presented is for the FTE outlined in the staffing plan. |
| Fringe benefits  |              |                  | As calculated in the staffing plan   |
| Purchased Service (Custodial, fire and alarm, etc)                         | \$ 2,500.00  | Per Classroom    | The costs for contracted custodial services and other contracted service for the operation of the facility   |
| Lawn Maintenance   | \$ 200.00    | Per Classroom    | Contracted lawn service  |
| Pest Control   | \$ 40.00     | Per Classroom    | Contracted pest service  |
| Security Services  | \$ 300.00    | Per Month        | Contracted security alarm monitoring   |
| Property Insurance   | \$ 2,400.00  | Per Classroom    | The expenditure for property insurance including windstorm   |
| Telephone Services   | \$ 300.00    | Per Month        | Monthly phone service expenses   |
| Water & Sewer  | \$ 80.00     | Per Classroom    | City Water & Sewer costs   |
| Electricity  | \$ 2,600.00  | Per Classroom    | The costs electrical service   |
| <b>Sub-Total Operation of Plant</b>  |              |                  |  |
| <b>Maintenance of Plant</b>  |              |                  |  |
| Repairs & Maintenance  | \$ 1.50      | Sq. Ft.          | Repairs & Maintained of the facility   |
| Supplies   | \$           |                  |  |
| <b>Sub-Total Maintenance of Plant</b>                                      |              |                  |  |
| <b>Administrative Technology Services</b>                                  |              |                  |  |
| Systems Operation  | \$ 750.00    | Per Classroom    | Contracted costs to maintain the IT infrastructure   |
| Systems Planning & Analysis  | \$           |                  |  |
| <b>Sub-Total Administrative Technology Services</b>                        |              |                  |  |
| Redemption of Principal  |              | D                | Re payment of start up loan  |
| Interest (Interest Only at 6%)   |              | D                | Interest on start up loan  |
| <b>Sub-Total Debt Service</b>  |              |                  |  |
| <b>Contingency</b>   |              |                  |  |
| Operating expense contingency - 3% of FEFP - Considered restricted funds   |              | 3%               |  |

**Staffing Plan**

**Somerset Preparatory Academy**

|                               |             |                              |
|-------------------------------|-------------|------------------------------|
| Fringe Benefit Rate           | 23.00%      |                              |
| FICA                          | 6.20%       |                              |
| Medicare                      | 1.45%       |                              |
| FUTA                          | \$ 189.00   |                              |
| SUTA                          | \$ 189.00   |                              |
| Workers Comp & Payroll Costs  | 1.38%       |                              |
| 401K Contribution             | 2.00%       |                              |
| Health Insurance per Employee | \$ 4,380.00 | \$365 Per month per Employee |

|  |         | High      | Yr1     | 75%     | Low       | Yr2       | Yr3       | Yr4       | Yr5 |
|--|---------|-----------|---------|---------|-----------|-----------|-----------|-----------|-----|
| <b>Instruction Staff</b>                         |         |           |         |         |           |           |           |           |     |
| Teachers (ESE or ESOL certified teacher)         | 39,500  | 17        | 13      | 9       | 20        | 22        | 23        | 24        |     |
| Substitute Teachers                              | 1,100   | 17        | 13      | 9       | 20        | 22        | 23        | 24        |     |
| Other Teachers (ESE, ESOL, see Budget Narrative) | 40,500  |           |         |         |           |           |           |           |     |
| Paraprofessionals                                | 18,000  | 1         |         |         | 1         | 1         | 2         | 2         |     |
| Supplements                                      | 593     | 17        | 13      | 9       | 20        | 22        | 23        | 24        |     |
|  | 99,693  | 18        | 13      | 9       | 21        | 23        | 25        | 26        |     |
| <b>Pupil Personnel Services</b>                  |         |           |         |         |           |           |           |           |     |
| ESE Teacher/Coordinator                          | 42,000  | 1.00      | 0.50    |         | 1         | 1         | 1         | 1         |     |
| Nurse  | 35,000  | 0.50      |         |         | 1         | 1         | 1         | 1         |     |
|  | 77,000  | 1.50      | 0.50    |         | 2         | 2         | 2         | 2         |     |
| <b>Media Services</b>                            |         |           |         |         |           |           |           |           |     |
| Media Specialist                                 | 41,000  |           |         |         |           |           |           |           |     |
|  | 41,000  |           |         |         |           |           |           |           |     |
| <b>School Administration</b>                     |         |           |         |         |           |           |           |           |     |
| Principal  | 85,000  | 1.00      | 1.00    | 1.00    | 1.00      | 1.00      | 1.00      | 1.00      |     |
| Assistant Principal                              | 65,000  |           |         |         |           |           |           |           |     |
| Administrative Assistant                         | 28,081  |           |         |         |           | 1.00      | 1.00      | 1.00      |     |
| Registrar  | 23,000  | 1.00      | 1.00    | 1.00    | 1.00      | 1.00      | 1.00      | 1.00      |     |
| Other Clerical                                   | 19,000  |           |         |         |           |           |           |           |     |
|  | 220,081 | 2.00      | 2.00    | 2.00    | 2         | 3         | 3         | 3         |     |
| <b>Fiscal Services</b>                           |         |           |         |         |           |           |           |           |     |
| Business Manager                                 | 40,000  | 0.50      |         |         | 1         | 1         | 1         | 1         |     |
|  | 40,000  | 0.50      |         |         | 1         | 1         | 1         | 1         |     |
| <b>Food Services</b>                             |         |           |         |         |           |           |           |           |     |
| Food Service Workers                             | 14,000  | 1         | 1       | 1       | 2         | 2         | 2         | 2         |     |
|  | 14,000  | 1         | 1       | 1       | 2         | 2         | 2         | 2         |     |
| <b>Operation of Plant</b>                        |         |           |         |         |           |           |           |           |     |
| Custodian  | 20,801  | 1.00      | 1.00    |         | 1         | 1         | 2         | 2         |     |
| Security   | 20,801  |           |         |         |           |           |           |           |     |
|  | 41,602  | 1.00      | 1       |         | 1         | 1         | 2         | 2         |     |
| <b>TOTAL EMPLOYEES</b>                           |         | 24        | 18      | 12      | 29        | 32        | 35        | 36        |     |
| Average performance pay increase                 | 2.0%    |           |         |         |           |           |           |           |     |
| <b>Instruction Staff</b>                         |         |           |         |         |           |           |           |           |     |
| Homeroom Teachers                                | 671,500 | 513,500   | 335,750 | 605,800 | 904,108   | 964,107   | 1,026,146 |           |     |
| Substitute Teachers                              | 16,700  | 14,300    | 9,350   | 22,440  | 25,178    | 26,849    | 28,576    |           |     |
| Other Teachers (ESE, ESOL, Reading/Math Coaches) |         |           |         |         |           |           |           |           |     |
| Paraprofessionals                                | 18,000  |           |         | 18,260  | 18,727    | 36,203    | 36,988    |           |     |
| Supplements                                      | 10,073  | 7,703     | 5,036   | 12,067  | 13,562    | 14,462    | 15,382    |           |     |
|  | 718,273 | 535,503   | 350,136 | 858,687 | 961,574   | 1,043,621 | 1,109,082 |           |     |
| <b>Benefits:</b>                                 | 165,203 | 123,166   | 80,531  | 197,498 | 221,162   | 240,033   | 255,089   |           |     |
| <b>Pupil Personnel Services</b>                  |         |           |         |         |           |           |           |           |     |
| ESE Teacher/Coordinator                          | 42,000  | 21,000    |         | 42,840  | 43,697    | 44,571    | 45,462    |           |     |
| Nurse  | 37,500  |           |         | 36,700  | 36,414    | 37,142    | 37,985    |           |     |
|  | 79,500  | 21,000    |         | 79,540  | 80,111    | 81,713    | 83,347    |           |     |
| <b>Benefits:</b>                                 | 19,885  | 4,830     |         | 16,064  | 16,425    | 16,794    | 17,170    |           |     |
| <b>Media Services</b>                            |         |           |         |         |           |           |           |           |     |
| Media Specialist                                 |         |           |         |         |           |           |           |           |     |
| <b>Benefits:</b>                                 |         |           |         |         |           |           |           |           |     |
| <b>School Administration</b>                     |         |           |         |         |           |           |           |           |     |
| Principal  | 85,000  | 85,000    | 85,000  | 86,700  | 88,434    | 90,203    | 92,007    |           |     |
| Assistant Principal                              |         |           |         |         |           | 29,216    | 29,800    | 30,396    |     |
| Administrative Assistant                         |         |           |         |         |           |           |           |           |     |
| Registrar  | 23,000  | 23,000    | 23,000  | 23,450  | 23,929    | 24,408    | 24,896    |           |     |
| Other  |         |           |         |         |           |           |           |           |     |
|  | 108,000 | 108,000   | 108,000 | 110,160 | 111,579   | 112,410   | 113,299   |           |     |
| <b>Benefits:</b>                                 | 24,840  | 24,840    | 24,840  | 25,337  | 25,833    | 26,324    | 26,819    |           |     |
| <b>Fiscal Services</b>                           |         |           |         |         |           |           |           |           |     |
| Business Manager                                 | 20,000  |           |         | 40,800  | 41,618    | 42,448    | 43,297    |           |     |
|  | 20,000  |           |         | 40,800  | 41,618    | 42,448    | 43,297    |           |     |
| <b>Benefits:</b>                                 | 4,600   |           |         | 9,384   | 9,572     | 9,763     | 9,958     |           |     |
| <b>Food Services</b>                             |         |           |         |         |           |           |           |           |     |
| Food Service Workers                             | 14,000  | 14,000    | 14,000  | 28,560  | 29,131    | 29,714    | 30,308    |           |     |
|  | 14,000  | 14,000    | 14,000  | 28,560  | 29,131    | 29,714    | 30,308    |           |     |
| <b>Benefits:</b>                                 | 3,220   | 3,220     | 3,220   | 6,569   | 6,700     | 6,834     | 6,971     |           |     |
| <b>Operation of Plant</b>                        |         |           |         |         |           |           |           |           |     |
| Custodian  | 20,801  | 20,801    |         | 21,217  | 21,641    | 44,148    | 45,031    |           |     |
| Security   |         |           |         |         |           |           |           |           |     |
|  | 20,801  | 20,801    |         | 21,217  | 21,641    | 44,148    | 45,031    |           |     |
| <b>Benefits:</b>                                 | 4,784   | 4,784     |         | 4,860   | 4,977     | 10,154    | 10,357    |           |     |
| <b>Total Payroll &amp; Benefits</b>              |         | 1,156,905 | 860,143 | 580,728 | 1,399,695 | 1,569,052 | 1,704,847 | 1,793,787 |     |

Budget Detail

| Somerset Academy Vero Beach - K-5  |  |                   |             | YEAR 1          |                 |                 | YEAR 2          | YEAR 3          |
|--|--|-------------------|-------------|-----------------|-----------------|-----------------|-----------------|-----------------|
|  |  |                   |             | Expected        | 75% Enrollment  | 50% Enrollment  |                 |                 |
| ENROLLMENT   |  | Cost              | Basis       |                 |                 |                 |                 |                 |
| Classrooms   |  |                   |             | 17              | 13              | 9               | 20              | 22              |
| K - 5  |  |                   |             | 315             | 236             | 157             | 375             | 415             |
| 6 - 8  |  |                   |             |                 |                 |                 |                 |                 |
| <b>Total Enrollment</b>  |  |                   |             | <b>315</b>      | <b>236</b>      | <b>157</b>      | <b>375</b>      | <b>415</b>      |
| REVENUES   |  |                   |             |                 |                 |                 |                 |                 |
| State Sources with expected enrollment   |  |                   |             | \$ 2,248,789.01 | \$ 1,684,807.01 | \$ 1,124,394.51 | \$ 2,732,275.90 | \$ 3,070,652.05 |
| Federal Sources - NSLP funds 60% of students   |  | \$ 2.98           | 60%         | \$ 101,379.60   | \$ 75,954.24    | \$ 50,528.88    | \$ 123,103.80   | \$ 138,959.57   |
| Local Sources - Lunch program paid students  |  | \$ 3.00           | 30%         | \$ 51,030.00    | \$ 38,232.00    | \$ 25,434.00    | \$ 61,965.00    | \$ 69,946.09    |
| Capital Outlay (Available 1st Year - Advance/Ed Accredited)                                      |  | \$ 190.00         | Per Student | \$ 59,850.00    | \$ 44,840.00    | \$ 29,830.00    | \$ 71,250.00    | \$ 78,850.00    |
| Other Sources - Services   |  |                   |             | \$ 31,500.00    | \$ 23,600.00    | \$ 15,700.00    | \$ 37,500.00    | \$ 41,500.00    |
|  |  |                   |             | \$ 2,492,548.61 | \$ 1,867,433.25 | \$ 1,245,887.39 | \$ 3,026,094.70 | \$ 3,399,907.71 |
| EXPENDITURES   |  |                   |             |                 |                 |                 |                 |                 |
| <b>Instruction</b>   |  |                   |             |                 |                 |                 |                 |                 |
| Salaries (includes classroom teachers, contract or hourly, and teacher aides)                    |  | See Staffing Plan |             | \$ 718,272.50   | \$ 535,502.50   | \$ 350,136.25   | \$ 858,687.00   | \$ 961,574.09   |
| Fringe Benefits  |  |                   |             | \$ 165,202.68   | \$ 123,165.58   | \$ 80,531.34    | \$ 197,498.01   | \$ 221,162.04   |
| Contracted Professional Services (includes Therapists & other contracted instructional services) |  | \$ 450.00         | ESE Student | \$ 17,010.00    | \$ 12,744.00    | \$ 8,478.00     | \$ 20,655.00    | \$ 23,315.36    |
| Classroom Supplies & Equipment   |  | \$ 45.00          | Student     | \$ 14,175.00    | \$ 10,620.00    | \$ 7,065.00     | \$ 17,212.50    | \$ 19,429.47    |
| Teacher Supplies   |  | \$ 35.00          | Student     | \$ 11,025.00    | \$ 8,260.00     | \$ 5,495.00     | \$ 13,387.50    | \$ 15,111.81    |
| Textbooks and/or ebooks/Student Activities   |  | \$ 185.00         | Student     | \$ 58,275.00    | \$ 43,660.00    | \$ 29,045.00    | \$ 70,762.50    | \$ 39,938.36    |
| Supplemental instructional materials (CIRP/SIRP and Technology)                                  |  | \$ 75.00          | Student     | \$ 23,625.00    | \$ 17,700.00    | \$ 11,775.00    | \$ 28,687.50    | \$ 32,382.45    |
| Digital Education Content Materials (Leased)   |  | \$ 110.00         | Student     | \$ 34,650.00    | \$ 25,960.00    | \$ 17,270.00    | \$ 42,075.00    | \$ 47,494.26    |
| Computer - Equipment for Instruction (leased)  |  | \$ 1,800.00       | Classroom   | \$ 30,600.00    | \$ 23,400.00    | \$ 16,200.00    | \$ 36,720.00    | \$ 41,199.84    |
| <b>Sub-Total Instruction</b>   |  |                   |             | \$ 1,072,835.18 | \$ 801,012.08   | \$ 533,495.59   | \$ 1,285,685.01 | \$ 1,401,607.68 |
| <b>Pupil Personnel Services</b>  |  |                   |             |                 |                 |                 |                 |                 |
| Salaries (includes counselor, school nurse, health assistant)                                    |  | See Staffing Plan |             | \$ 59,500.00    | \$ 21,000.00    | \$ -            | \$ 78,540.00    | \$ 80,110.80    |
| Fringe Benefits  |  |                   |             | \$ 13,685.00    | \$ 4,830.00     | \$ -            | \$ 18,064.20    | \$ 18,425.48    |
| Contracted Professional Services (counseling and psychological)                                  |  | \$ 850.00         | ESE Student | \$ 32,130.00    | \$ 24,072.00    | \$ 16,014.00    | \$ 39,015.00    | \$ 44,040.13    |
| <b>Sub-Total Pupil Personnel Services</b>  |  |                   |             | \$ 105,315.00   | \$ 49,902.00    | \$ 16,014.00    | \$ 135,619.20   | \$ 142,576.42   |
| <b>Media Services</b>  |  |                   |             |                 |                 |                 |                 |                 |
| Salaries (includes Librarian)  |  |                   |             | \$ -            | \$ -            | \$ -            | \$ -            | \$ -            |
| Fringe Benefits  |  |                   |             | \$ -            | \$ -            | \$ -            | \$ -            | \$ -            |
| <b>Sub-Total Media Services</b>  |  |                   |             | \$ -            | \$ -            | \$ -            | \$ -            | \$ -            |
| <b>Curriculum Development</b>  |  |                   |             |                 |                 |                 |                 |                 |
| Salaries (includes Curriculum Specialist)  |  |                   |             | \$ -            | \$ -            | \$ -            | \$ -            | \$ -            |
| Fringe Benefits  |  |                   |             | \$ -            | \$ -            | \$ -            | \$ -            | \$ -            |
| Curriculum Planning, Research, Development and Evaluation (part of ESP's Fee)                    |  | \$ 115.00         | Student     | \$ 36,225.00    | \$ 27,140.00    | \$ 18,055.00    | \$ 43,987.50    | \$ 49,653.09    |
| Student Activities   |  | \$ 15.00          | Student     | \$ 4,725.00     | \$ 3,540.00     | \$ 2,355.00     | \$ 5,737.50     | \$ 6,476.49     |
| <b>Sub-Total Curriculum Development</b>  |  |                   |             | \$ 40,950.00    | \$ 30,680.00    | \$ 20,410.00    | \$ 49,725.00    | \$ 56,129.58    |
| <b>Staff Development</b>   |  |                   |             |                 |                 |                 |                 |                 |
| Workshops/Trainings  |  | \$ 850.00         | Teacher     | \$ 15,300.00    | \$ 11,050.00    | \$ 7,225.00     | \$ 17,850.00    | \$ 19,550.00    |
| <b>Sub-Total Staff Development</b>   |  |                   |             | \$ 15,300.00    | \$ 11,050.00    | \$ 7,225.00     | \$ 17,850.00    | \$ 19,550.00    |

| Somerset Academy Vero Beach - K-5                                    |             |                  | YEAR 1        |                |                | YEAR 2        | YEAR 3        |
|--|-------------|------------------|---------------|----------------|----------------|---------------|---------------|
|  |             |                  | Expected      | 75% Enrollment | 50% Enrollment |               |               |
| <b>Instruction Related Technology</b>                                |             |                  |               |                |                |               |               |
| Salaries (includes Technology Personnel)                             |             |                  | \$ -          | \$ -           | \$ -           | \$ -          | \$ -          |
| Fringe Benefits  |             |                  | \$ -          | \$ -           | \$ -           | \$ -          | \$ -          |
| Hardware Maintenance   | \$ 6,000.00 | School           | \$ 6,000.00   | \$ 6,000.00    | \$ 6,000.00    | \$ 6,120.00   | \$ 6,242.40   |
| 3-5 graders having a laptop/netbook                                  | \$ 1,250.00 | Classroom        | \$ 21,250.00  | \$ 16,250.00   | \$ 11,250.00   | \$ 25,500.00  | \$ 28,611.00  |
| <b>Sub-Total Instruction Related Technology</b>                      |             |                  | \$ 27,250.00  | \$ 22,250.00   | \$ 17,250.00   | \$ 31,620.00  | \$ 34,853.40  |
| <b>Board</b>   |             |                  |               |                |                |               |               |
| Professional Services (Legal)  | \$ 2,500.00 | School           | \$ 2,500.00   | \$ 2,500.00    | \$ 2,500.00    | \$ 2,550.00   | \$ 2,601.00   |
| Insurance (General Liability, D&O, Professional Liability)           | \$ 750.00   | Classroom        | \$ 12,750.00  | \$ 9,750.00    | \$ 6,750.00    | \$ 15,300.00  | \$ 17,166.60  |
| Travel   | \$ 2,000.00 | Board Mem        | \$ 2,000.00   | \$ 2,000.00    | \$ 2,000.00    | \$ 2,040.00   | \$ 2,080.80   |
| <b>Sub-Total Board</b>   |             |                  | \$ 17,250.00  | \$ 14,250.00   | \$ 11,250.00   | \$ 19,890.00  | \$ 21,848.40  |
| <b>General Administration</b>  |             |                  |               |                |                |               |               |
| Management Fees (Portion of the \$450 fee charged by ESP)            | \$ 225.00   | Student          | \$ 70,875.00  | \$ 53,100.00   | \$ 35,325.00   | \$ 86,062.50  | \$ 97,147.35  |
| Administrative Fee   |             |                  |               |                |                |               |               |
| <b>Sub-Total General Administration</b>                              |             |                  | \$ 70,875.00  | \$ 53,100.00   | \$ 35,325.00   | \$ 86,062.50  | \$ 97,147.35  |
| <b>School Administration</b>   |             |                  |               |                |                |               |               |
| Salaries (includes Principal, Secretary & other Office Personnel)    |             |                  | \$ 108,000.00 | \$ 108,000.00  | \$ 108,000.00  | \$ 110,160.00 | \$ 141,578.76 |
| Fringe Benefits  |             |                  | \$ 24,840.00  | \$ 24,840.00   | \$ 24,840.00   | \$ 25,336.80  | \$ 32,563.11  |
| Equipment Rental / Lease   | \$ 300.00   | Per Month        | \$ 3,600.00   | \$ 3,600.00    | \$ 3,600.00    | \$ 3,672.00   | \$ 3,745.44   |
| Travel   | \$ 1,200.00 | Administrator    | \$ 1,200.00   | \$ 1,200.00    | \$ 1,200.00    | \$ 1,224.00   | \$ 1,248.48   |
| Advertising and Promotion  | \$ 5.00     | Student          | \$ 1,575.00   | \$ 1,180.00    | \$ 785.00      | \$ 1,912.50   | \$ 2,158.83   |
| License Fees   | \$ 200.00   |                  | \$ 200.00     | \$ 200.00      | \$ 200.00      | \$ 204.00     | \$ 208.08     |
| Dues and Subscriptions   | \$ 4.00     | Student          | \$ 1,260.00   | \$ 944.00      | \$ 628.00      | \$ 1,530.00   | \$ 1,727.06   |
| Postage  | \$ 50.00    | Classroom        | \$ 850.00     | \$ 650.00      | \$ 450.00      | \$ 1,020.00   | \$ 1,144.44   |
| Printing   | \$ 225.00   | Classroom        | \$ 3,825.00   | \$ 2,925.00    | \$ 2,025.00    | \$ 4,590.00   | \$ 5,149.98   |
| Office Supplies  | \$ 25.00    | Student          | \$ 7,875.00   | \$ 5,900.00    | \$ 3,925.00    | \$ 9,375.00   | \$ 10,375.00  |
| Office Equipment   | \$ 1,500.00 |                  | \$ 1,500.00   | \$ 1,500.00    | \$ 1,500.00    | \$ 1,530.00   | \$ 1,560.60   |
| Computer Equipment   | \$ 1,000.00 | Administrator    | \$ 1,000.00   | \$ 1,000.00    | \$ 1,000.00    | \$ 1,020.00   | \$ 1,040.40   |
| <b>Sub-Total School Administration</b>                               |             |                  | \$ 155,725.00 | \$ 151,939.00  | \$ 148,153.00  | \$ 161,574.30 | \$ 202,500.18 |
| <b>Facilities Acquisition &amp; Construction</b>                     |             |                  |               |                |                |               |               |
| Building Lease / Rent (see budget summary for calculation)           |             |                  | \$ 283,500.00 | \$ 212,400.00  | \$ 141,750.00  | \$ 347,625.00 | \$ 396,246.15 |
| <b>Sub-Total Facilities Acquisition &amp; Construction</b>           |             |                  | \$ 283,500.00 | \$ 212,400.00  | \$ 141,750.00  | \$ 347,625.00 | \$ 396,246.15 |
| <b>Fiscal Services</b>   |             |                  |               |                |                |               |               |
| Salaries (Business Manager, Accounting & Bookkeeping Personnel)      |             |                  | \$ 20,000.00  | \$ -           | \$ -           | \$ 40,800.00  | \$ 41,616.00  |
| Fringe Benefits  |             |                  | \$ 4,600.00   | \$ -           | \$ -           | \$ 9,384.00   | \$ 9,571.68   |
| Fee to County School Board - up to 250 students                      |             |                  | \$ 89,237.66  | \$ 84,240.35   | \$ 56,041.25   | \$ 89,877.50  | \$ 91,388.45  |
| Planning, Research, Development and Evaluation (Part of ESP's Fee)   | \$ 110.00   |                  | \$ 34,650.00  | \$ 25,960.00   | \$ 17,270.00   | \$ 42,075.00  | \$ 47,494.26  |
| Professional Services - Annual Audit                                 | \$ 8,500.00 |                  | \$ 8,500.00   | \$ 8,500.00    | \$ 8,500.00    | \$ 8,670.00   | \$ 8,843.40   |
| <b>Sub-Total Fiscal Services</b>                                     |             |                  | \$ 156,987.66 | \$ 118,700.35  | \$ 81,811.25   | \$ 190,806.50 | \$ 198,913.79 |
| <b>Food Services</b>   |             |                  |               |                |                |               |               |
| Salaries (Food Service Workers)                                      |             |                  | \$ 14,000.00  | \$ 14,000.00   | \$ 14,000.00   | \$ 28,560.00  | \$ 29,131.20  |
| Fringe Benefits  |             |                  | \$ 3,220.00   | \$ 3,220.00    | \$ 3,220.00    | \$ 6,568.80   | \$ 6,700.18   |
| Food, Materials & Supplies - Vendor provided meals 90% Participation | \$ 2.46     | Per Meal per day | \$ 125,533.80 | \$ 94,050.72   | \$ 62,567.64   | \$ 152,433.90 | \$ 172,067.39 |
| Equipment Rental / Lease (provided by food vendor)                   |             |                  |               |                |                |               |               |
| Inspection fees  | \$ 75.00    | Twice per year   | \$ 150.00     | \$ 150.00      | \$ 150.00      | \$ 153.00     | \$ 156.06     |
| <b>Sub-Total Food Services</b>                                       |             |                  | \$ 142,903.80 | \$ 111,420.72  | \$ 79,937.64   | \$ 187,715.70 | \$ 208,054.82 |

Budget Detail

| Somerset Academy Vero Beach - K-5  |              |               |              | YEAR 1          |                 |                 | YEAR 2          | YEAR 3          |
|--|--------------|---------------|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|
|  |              |               |              | Expected        | 75% Enrollment  | 50% Enrollment  |                 |                 |
| <b>Pupil Transportation Services</b>                                       |              |               |              |                 |                 |                 |                 |                 |
| Salaries (Drivers & Transportation workers)                                | See Staffing |               | \$ -         | \$ -            | \$ -            | \$ -            | \$ -            |                 |
| Fringe Benefits  |              |               | \$ -         | \$ -            | \$ -            | \$ -            | \$ -            |                 |
| Contracted Transportation Services - \$235 per bus per day 40% utilization | \$ 265.00    | 40%           | \$ 95,400.00 | \$ 95,400.00    | \$ 47,700.00    | \$ 143,100.00   | \$ 143,100.00   |                 |
| <i>Sub-Total Pupil Transportation Services</i>                             |              |               |              | \$ 95,400.00    | \$ 97,900.00    | \$ 50,200.00    | \$ 143,100.00   | \$ 143,100.00   |
| <b>Operation of Plant</b>  |              |               |              |                 |                 |                 |                 |                 |
| Salaries (Custodian, crossing guards, security)                            | See Staffing |               | \$ 20,800.80 | \$ 20,800.80    | \$ -            | \$ 21,216.82    | \$ 21,641.15    |                 |
| Fringe benefits  |              |               | \$ 4,784.18  | \$ 4,784.18     | \$ -            | \$ 4,879.87     | \$ 4,977.47     |                 |
| Purchased Service (Custodial, fire and alarm, etc)                         | \$ 2,500.00  | Per Classroom | \$ 42,500.00 | \$ 32,500.00    | \$ 22,500.00    | \$ 51,000.00    | \$ 57,222.00    |                 |
| Lawn Maintenance   | \$ 200.00    | Per Classroom | \$ 3,400.00  | \$ 2,600.00     | \$ 1,800.00     | \$ 4,080.00     | \$ 4,577.76     |                 |
| Pest Control   | \$ 40.00     | Per Classroom | \$ 680.00    | \$ 520.00       | \$ 360.00       | \$ 816.00       | \$ 915.55       |                 |
| Security Services  | \$ 300.00    | Per Month     | \$ 3,600.00  | \$ 3,600.00     | \$ 3,600.00     | \$ 3,672.00     | \$ 3,745.44     |                 |
| Property Insurance   | \$ 2,400.00  | Per Classroom | \$ 40,800.00 | \$ 31,200.00    | \$ 21,600.00    | \$ 48,960.00    | \$ 54,933.12    |                 |
| Telephone Services   | \$ 300.00    | Per Month     | \$ 3,600.00  | \$ 3,600.00     | \$ 3,600.00     | \$ 3,672.00     | \$ 3,745.44     |                 |
| Water & Sewer  | \$ 80.00     | Per Classroom | \$ 1,360.00  | \$ 1,040.00     | \$ 720.00       | \$ 1,632.00     | \$ 1,831.10     |                 |
| Electricity  | \$ 2,600.00  | Per Classroom | \$ 44,200.00 | \$ 33,800.00    | \$ 23,400.00    | \$ 53,040.00    | \$ 59,510.88    |                 |
| <i>Sub-Total Operation of Plant</i>  |              |               |              | \$ 165,724.98   | \$ 134,444.98   | \$ 77,580.00    | \$ 192,968.68   | \$ 213,099.91   |
| <b>Maintenance of Plant</b>  |              |               |              |                 |                 |                 |                 |                 |
| Repairs & Maintenance  | \$ 1.50      | Sq. Ft.       | \$ 25,987.50 | \$ 12,272.00    | \$ 4,095.00     | \$ 29,250.00    | \$ 32,370.00    |                 |
| Supplies   |              |               |              |                 |                 |                 |                 |                 |
| <i>Sub-Total Maintenance of Plant</i>                                      |              |               |              | \$ 25,987.50    | \$ 12,272.00    | \$ 4,095.00     | \$ 29,250.00    | \$ 32,370.00    |
| <b>Administrative Technology Services</b>                                  |              |               |              |                 |                 |                 |                 |                 |
| Systems Operation  | \$ 750.00    | Per Classroom | \$ 12,750.00 | \$ 9,750.00     | \$ 6,750.00     | \$ 15,300.00    | \$ 17,166.60    |                 |
| Systems Planning & Analysis  |              |               |              |                 |                 |                 |                 |                 |
| <i>Sub-Total Administrative Technology Services</i>                        |              |               |              | \$ 12,750.00    | \$ 9,750.00     | \$ 6,750.00     | \$ 15,300.00    | \$ 17,166.60    |
| <b>Redemption of Principal Interest (Interest Only at 6%)</b>              |              |               |              |                 |                 |                 |                 |                 |
|  |              |               | \$ 1,500.00  | \$ 1,500.00     | \$ 1,500.00     | \$ 25,000.00    |                 |                 |
| <i>Sub-Total Debt Service</i>  |              |               |              | \$ 1,500.00     | \$ 1,500.00     | \$ 1,500.00     | \$ 25,000.00    | \$ -            |
| <b>Contingency</b>   |              |               |              |                 |                 |                 |                 |                 |
| Operating expense contingency - 3% of FEFP - Considered restricted funds   |              | 3%            | \$ 74,776.46 | \$ 28,011.50    | \$ 7,475.32     | \$ 90,782.84    | \$ 101,997.23   |                 |
| <i>Sub-Total Contingency</i>   |              |               |              | \$ 74,776.46    | \$ 28,011.50    | \$ 7,475.32     | \$ 90,782.84    | \$ 101,997.23   |
| <b>Total Expenditures</b>  |              |               |              | \$ 2,465,030.58 | \$ 1,860,582.63 | \$ 1,240,221.80 | \$ 3,010,574.73 | \$ 3,287,161.53 |
| <b>Excess of Revenues over Expenditures</b>                                |              |               |              | \$ 27,518.04    | \$ 6,850.62     | \$ 5,665.58     | \$ 15,519.97    | \$ 112,746.19   |

| <b>Somerset Academy Vero Beach - K-5</b>   |  | YEAR 4                 | YEAR 5                 |
|--|--|------------------------|------------------------|
|  |  |                        |                        |
| <b>ENROLLMENT</b>  |  |                        |                        |
| Classrooms   |  | 23                     | 24                     |
| K - 5  |  | 435                    | 450                    |
| 6 - 8  |  | -                      | -                      |
| <b>Total Enrollment</b>  |  | <b>435</b>             | <b>450</b>             |
| <b>REVENUES</b>  |  |                        |                        |
| State Sources with expected enrollment   |  | \$ 3,277,947.93        | \$ 3,493,348.30        |
| Federal Sources - NSLP funds 60% of students   |  | \$ 148,569.54          | \$ 156,766.48          |
| Local Sources - Lunch program paid students  |  | \$ 74,783.33           | \$ 78,909.30           |
| Capital Outlay (Available 1st Year - Advance/Ed Accredited)                                      |  | \$ 82,650.00           | \$ 85,500.00           |
| Other Sources - Services   |  | \$ 43,500.00           | \$ 45,000.00           |
|  |  | <b>\$ 3,627,450.80</b> | <b>\$ 3,859,524.09</b> |
| <b>EXPENDITURES</b>  |  |                        |                        |
| <b>Instruction</b>   |  |                        |                        |
| Salaries (includes classroom teachers, contract or hourly, and teacher aides)                    |  | \$ 1,043,621.13        | \$ 1,109,081.64        |
| Fringe Benefits  |  | \$ 240,032.86          | \$ 255,088.78          |
| Contracted Professional Services (includes Therapists & other contracted instructional services) |  | \$ 24,927.78           | \$ 26,303.10           |
| Classroom Supplies & Equipment   |  | \$ 20,773.15           | \$ 21,919.25           |
| Teacher Supplies   |  | \$ 16,156.89           | \$ 17,048.31           |
| Textbooks and/or ebooks/Student Activities   |  | \$ 42,700.36           | \$ 45,056.24           |
| Supplemental instructional materials (CIRP/SIRP and Technology)                                  |  | \$ 34,621.91           | \$ 36,532.09           |
| Digital Education Content Materials (Leased)   |  | \$ 50,778.80           | \$ 53,580.39           |
| Computer - Equipment for Instruction (leased)  |  | \$ 43,934.01           | \$ 46,761.07           |
| <i>Sub-Total Instruction</i>   |  | <i>\$ 1,517,546.89</i> | <i>\$ 1,611,370.86</i> |
| <b>Pupil Personnel Services</b>  |  |                        |                        |
| Salaries (includes counselor, school nurse, health assistant)                                    |  | \$ 81,713.02           | \$ 83,347.28           |
| Fringe Benefits  |  | \$ 18,793.99           | \$ 19,169.87           |
| Contracted Professional Services (counseling and psychological)                                  |  | \$ 47,085.80           | \$ 49,683.64           |
| <i>Sub-Total Pupil Personnel Services</i>  |  | <i>\$ 147,592.81</i>   | <i>\$ 152,200.79</i>   |
| <b>Media Services</b>  |  |                        |                        |
| Salaries (includes Librarian)  |  | \$ -                   | \$ -                   |
| Fringe Benefits  |  | \$ -                   | \$ -                   |
| <i>Sub-Total Media Services</i>  |  | <i>\$ -</i>            | <i>\$ -</i>            |
| <b>Curriculum Development</b>  |  |                        |                        |
| Salaries (includes Curriculum Specialist)  |  | \$ -                   | \$ -                   |
| Fringe Benefits  |  | \$ -                   | \$ -                   |
| Curriculum Planning, Research, Development and Evaluation (part of ESP's Fee)                    |  | \$ 53,086.93           | \$ 56,015.86           |
| Student Activities   |  | \$ 6,924.38            | \$ 7,306.42            |
| <i>Sub-Total Curriculum Development</i>  |  | <i>\$ 60,011.31</i>    | <i>\$ 63,322.28</i>    |
| <b>Staff Development</b>   |  |                        |                        |
| Workshops/Trainings  |  | \$ 21,250.00           | \$ 22,100.00           |
| <i>Sub-Total Staff Development</i>   |  | <i>\$ 21,250.00</i>    | <i>\$ 22,100.00</i>    |

## Budget Detail

| <b>Somerset Academy Vero Beach - K-5</b>                             | <b>YEAR 4</b>        | <b>YEAR 5</b>        |
|--|----------------------|----------------------|
| <b>Instruction Related Technology</b>                                |                      |                      |
| Salaries (includes Technology Personnel)                             | \$ -                 | \$ -                 |
| Fringe Benefits  | \$ -                 | \$ -                 |
| Hardware Maintenance   | \$ 6,367.25          | \$ 6,494.59          |
| 3-5 graders having a laptop/netbook                                  | \$ 30,509.73         | \$ 32,472.96         |
| <b>Sub-Total Instruction Related Technology</b>                      | <b>\$ 36,876.98</b>  | <b>\$ 38,967.56</b>  |
| <b>Board</b>   |                      |                      |
| Professional Services (Legal)  | \$ 2,653.02          | \$ 2,706.08          |
| Insurance (General Liability, D&O, Professional Liability)           | \$ 18,305.84         | \$ 19,483.78         |
| Travel   | \$ 2,122.42          | \$ 2,164.86          |
| <b>Sub-Total Board</b>   | <b>\$ 23,081.27</b>  | <b>\$ 24,354.72</b>  |
| <b>General Administration</b>  |                      |                      |
| Management Fees (Portion of the \$450 fee charged by ESP)            | \$ 103,865.73        | \$ 109,596.26        |
| Administrative Fee   |                      |                      |
| <b>Sub-Total General Administration</b>                              | <b>\$ 103,865.73</b> | <b>\$ 109,596.26</b> |
| <b>School Administration</b>   |                      |                      |
| Salaries (includes Principal, Secretary & other Office Personnel)    | \$ 144,410.33        | \$ 147,298.54        |
| Fringe Benefits  | \$ 33,214.38         | \$ 33,878.66         |
| Equipment Rental / Lease   | \$ 3,820.35          | \$ 3,896.76          |
| Travel   | \$ 1,273.45          | \$ 1,298.92          |
| Advertising and Promotion  | \$ 2,308.13          | \$ 2,435.47          |
| License Fees   | \$ 212.24            | \$ 216.49            |
| Dues and Subscriptions   | \$ 1,846.50          | \$ 1,948.38          |
| Postage  | \$ 1,220.39          | \$ 1,298.92          |
| Printing   | \$ 5,491.75          | \$ 5,845.13          |
| Office Supplies  | \$ 10,875.00         | \$ 11,250.00         |
| Office Equipment   | \$ 1,591.81          | \$ 1,623.65          |
| Computer Equipment   | \$ 1,061.21          | \$ 1,082.43          |
| <b>Sub-Total School Administration</b>                               | <b>\$ 207,325.54</b> | <b>\$ 212,073.34</b> |
| <b>Facilities Acquisition &amp; Construction</b>                     |                      |                      |
| Building Lease / Rent (see budget summary for calculation)           | \$ 427,802.62        | \$ 455,831.07        |
| <b>Sub-Total Facilities Acquisition &amp; Construction</b>           | <b>\$ 427,802.62</b> | <b>\$ 455,831.07</b> |
| <b>Fiscal Services</b>   |                      |                      |
| Salaries (Business Manager, Accounting & Bookkeeping Personnel)      | \$ 42,448.32         | \$ 43,297.29         |
| Fringe Benefits  | \$ 9,763.11          | \$ 9,958.38          |
| Fee to County School Board - up to 250 students                      | \$ 92,702.15         | \$ 94,109.60         |
| Planning, Research, Development and Evaluation (Part of ESP's Fee)   | \$ 50,778.80         | \$ 53,580.39         |
| Professional Services - Annual Audit                                 | \$ 9,020.27          | \$ 9,200.67          |
| <b>Sub-Total Fiscal Services</b>                                     | <b>\$ 204,712.65</b> | <b>\$ 210,146.33</b> |
| <b>Food Services</b>   |                      |                      |
| Salaries (Food Service Workers)                                      | \$ 29,713.82         | \$ 30,308.10         |
| Fringe Benefits  | \$ 6,834.18          | \$ 6,970.86          |
| Food, Materials & Supplies - Vendor provided meals 90% Participation | \$ 183,966.99        | \$ 194,116.89        |
| Equipment Rental / Lease (provided by food vendor)                   |                      |                      |
| Inspection fees  | \$ 159.18            | \$ 162.38            |
| <b>Sub-Total Food Services</b>                                       | <b>\$ 220,674.17</b> | <b>\$ 231,558.22</b> |

| Somerset Academy Vero Beach - K-5  | YEAR 4                 | YEAR 5                 |
|--|------------------------|------------------------|
|  |                        |                        |
| <b>Pupil Transportation Services</b>                                       |                        |                        |
| Salaries (Drivers & Transportation workers)                                | \$ -                   | \$ -                   |
| Fringe Benefits  | \$ -                   | \$ -                   |
| Contracted Transportation Services - \$235 per bus per day 40% utilization | \$ 143,100.00          | \$ 143,100.00          |
| <b>Sub-Total Pupil Transportation Services</b>                             | <b>\$ 143,100.00</b>   | <b>\$ 143,100.00</b>   |
| <b>Operation of Plant</b>  |                        |                        |
| Salaries (Custodian, crossing guards, security)                            | \$ 44,147.95           | \$ 45,030.91           |
| Fringe benefits  | \$ 10,154.03           | \$ 10,357.11           |
| Purchased Service (Custodial, fire and alarm, etc)                         | \$ 61,019.46           | \$ 64,945.93           |
| Lawn Maintenance   | \$ 4,881.56            | \$ 5,195.67            |
| Pest Control   | \$ 976.31              | \$ 1,039.13            |
| Security Services  | \$ 3,820.35            | \$ 3,896.76            |
| Property Insurance   | \$ 58,578.68           | \$ 62,348.09           |
| Telephone Services   | \$ 3,820.35            | \$ 3,896.76            |
| Water & Sewer  | \$ 1,952.62            | \$ 2,078.27            |
| Electricity  | \$ 63,460.24           | \$ 67,543.77           |
| <b>Sub-Total Operation of Plant</b>  | <b>\$ 252,811.55</b>   | <b>\$ 266,332.40</b>   |
| <b>Maintenance of Plant</b>  |                        |                        |
| Repairs & Maintenance  | \$ 33,930.00           | \$ 35,100.00           |
| Supplies   |                        |                        |
| <b>Sub-Total Maintenance of Plant</b>                                      | <b>\$ 33,930.00</b>    | <b>\$ 35,100.00</b>    |
| <b>Administrative Technology Services</b>                                  |                        |                        |
| Systems Operation  | \$ 18,305.84           | \$ 19,483.78           |
| Systems Planning & Analysis  |                        |                        |
| <b>Sub-Total Administrative Technology Services</b>                        | <b>\$ 18,305.84</b>    | <b>\$ 19,483.78</b>    |
| <b>Redemption of Principal Interest (Interest Only at 6%)</b>              |                        |                        |
|  | \$ -                   | \$ -                   |
| <b>Sub-Total Debt Service</b>  | <b>\$ -</b>            | <b>\$ -</b>            |
| <b>Contingency</b>   |                        |                        |
| Operating expense contingency - 3% of FEFP - Considered restricted funds   | \$ 108,823.52          | \$ 115,785.72          |
| <b>Sub-Total Contingency</b>   | <b>\$ 108,823.52</b>   | <b>\$ 115,785.72</b>   |
| <b>Total Expenditures</b>  | <b>\$ 3,527,710.88</b> | <b>\$ 3,711,323.32</b> |
| <b>Excess of Revenues over Expenditures</b>                                | <b>\$ 99,739.92</b>    | <b>\$ 148,200.77</b>   |

**Somerset Academy Vero Beach - K-5****Asset, Liability, and Fund Balance**

| Projections              | Planning<br>Year | Year 1  | Year 2  | Year 3  | Year 4  | Year 5  |
|--------------------------|------------------|---------|---------|---------|---------|---------|
| <b>Assets</b>            |                  |         |         |         |         |         |
| Cash                     | -                | 127,294 | 233,597 | 448,341 | 656,904 | 920,891 |
| Fixed Assets             | -                |         |         |         |         |         |
| <b>Total Assets</b>      | -                | 127,294 | 233,597 | 448,341 | 656,904 | 920,891 |
| <b>Liabilities</b>       |                  |         |         |         |         |         |
| Current Liabilites       | -                | -       | -       | -       | -       | -       |
| Notes Payable            | 25,000           | -       | -       | -       | -       | -       |
| <b>Total Liabilities</b> | 25,000           | -       | -       | -       | -       | -       |
| <b>Fund Balance</b>      |                  |         |         |         |         |         |
| Restricted Contingency   | -                | 74,776  | 165,559 | 267,557 | 376,380 | 492,166 |
| Unrestricted             | (25,000)         | 27,518  | 68,038  | 180,784 | 280,524 | 428,725 |
| <b>Net Fund Balance</b>  | (25,000)         | 102,294 | 233,597 | 448,341 | 656,904 | 920,891 |



Somerset Academy Vero Beach - K-5

|  |               |               |               |               |               |               |               |               |               |               |               |               | YEAR 1        |    |                   |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----|-------------------|
|  |               |               |               |               |               |               |               |               |               |               |               |               | 70,875        | \$ | 70,875.00         |
| <b>Sub-Total General Administration</b>                                    |               |               |               |               |               |               |               |               |               |               |               |               | 70,875        | \$ | 70,875.00         |
| <b>School Administration</b>   |               |               |               |               |               |               |               |               |               |               |               |               |               |    |                   |
| Salaries (includes Principal, Secretary & other Office Personnel)          | 9,000         | 9,000         | 9,000         | 9,000         | 9,000         | 9,000         | 9,000         | 9,000         | 9,000         | 9,000         | 9,000         | 9,000         | 9,000         | \$ | 108,000.00        |
| Fringe Benefits  | 2,070         | 2,070         | 2,070         | 2,070         | 2,070         | 2,070         | 2,070         | 2,070         | 2,070         | 2,070         | 2,070         | 2,070         | 2,070         | \$ | 24,840.00         |
| Equipment Rental / Lease   | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | \$ | 3,600.00          |
| Travel   |               |               |               | 1,200         |               |               |               |               |               |               |               |               |               | \$ | 1,200.00          |
| Advertising and Promotion  | 525           | 525           |               |               |               |               |               |               | 525           |               |               |               |               | \$ | 1,575.00          |
| License Fees   | 200           |               |               |               |               |               |               |               |               |               |               |               |               | \$ | 200.00            |
| Dues and Subscriptions   | 1,260         |               |               |               |               |               |               |               |               |               |               |               |               | \$ | 1,260.00          |
| Postage  |               |               | 85            | 85            | 85            | 85            | 85            | 85            | 85            | 85            | 85            | 85            | 85            | \$ | 850.00            |
| Printing   | 1,913         | 174           | 174           | 174           | 174           | 174           | 174           | 174           | 174           | 174           | 174           | 174           | 174           | \$ | 3,825.00          |
| Office Supplies  | 1,969         | 537           | 537           | 537           | 537           | 537           | 537           | 537           | 537           | 537           | 537           | 537           | 537           | \$ | 7,875.00          |
| Office Equipment   | 1,500         |               |               |               |               |               |               |               |               |               |               |               |               | \$ | 1,500.00          |
| Computer Equipment   | 1,000         |               |               |               |               |               |               |               |               |               |               |               |               | \$ | 1,000.00          |
| <b>Sub-Total School Administration</b>                                     | <b>19,736</b> | <b>12,606</b> | <b>12,166</b> | <b>13,366</b> | <b>12,166</b> | <b>12,166</b> | <b>12,166</b> | <b>12,166</b> | <b>12,691</b> | <b>12,166</b> | <b>12,166</b> | <b>12,166</b> | <b>12,166</b> | \$ | <b>155,725.00</b> |
| <b>Facilities Acquisition &amp; Construction</b>                           |               |               |               |               |               |               |               |               |               |               |               |               |               |    |                   |
| Building Lease / Rent (see budget summary for calculation)                 |               | 25,773        | 25,773        | 25,773        | 25,773        | 25,773        | 25,773        | 25,773        | 25,773        | 25,773        | 25,773        | 25,773        | 25,773        | \$ | 283,500.00        |
| Remodeling & Renovations   |               |               |               |               |               |               |               |               |               |               |               |               |               | \$ | -                 |
| Purchase of Buildings & Fixed Equipment                                    |               |               |               |               |               |               |               |               |               |               |               |               |               | \$ | -                 |
| Land   |               |               |               |               |               |               |               |               |               |               |               |               |               | \$ | -                 |
| <b>Sub-Total Facilities Acquisition &amp; Construction</b>                 | <b>-</b>      | <b>25,773</b> | \$ | <b>283,500.00</b> |
| <b>Fiscal Services</b>   |               |               |               |               |               |               |               |               |               |               |               |               |               |    |                   |
| Salaries (Business Manager, Accounting & Bookkeeping Personnel)            | 1,667         | 1,667         | 1,667         | 1,667         | 1,667         | 1,667         | 1,667         | 1,667         | 1,667         | 1,667         | 1,667         | 1,667         | 1,667         | \$ | 20,000.00         |
| Fringe Benefits  | 383           | 383           | 383           | 383           | 383           | 383           | 383           | 383           | 383           | 383           | 383           | 383           | 383           | \$ | 4,600.00          |
| Fee to County School Board - up to 250 students                            | 7,436         | 7,436         | 7,436         | 7,436         | 7,436         | 7,436         | 7,436         | 7,436         | 7,436         | 7,436         | 7,436         | 7,436         | 7,436         | \$ | 89,237.68         |
| Planning, Research, Development and Evaluation (Part of ESP's Fee)         | 2,888         | 2,888         | 2,888         | 2,888         | 2,888         | 2,888         | 2,888         | 2,888         | 2,888         | 2,888         | 2,888         | 2,888         | 2,888         | \$ | 34,850.00         |
| Professional Services - Annual Audit                                       | 708           | 708           | 708           | 708           | 708           | 708           | 708           | 708           | 708           | 708           | 708           | 708           | 708           | \$ | 8,500.00          |
| <b>Sub-Total Fiscal Services</b>   | <b>13,082</b> | \$ | <b>156,987.68</b> |
| <b>Food Services</b>   |               |               |               |               |               |               |               |               |               |               |               |               |               |    |                   |
| Salaries (Food Service Workers)  |               |               | 1,400         | 1,400         | 1,400         | 1,400         | 1,400         | 1,400         | 1,400         | 1,400         | 1,400         | 1,400         | 1,400         | \$ | 14,000.00         |
| Fringe Benefits  |               |               | 322           | 322           | 322           | 322           | 322           | 322           | 322           | 322           | 322           | 322           | 322           | \$ | 3,220.00          |
| Food   |               |               |               |               |               |               |               |               |               |               |               |               |               | \$ | -                 |
| Food, Materials & Supplies - Vendor provided meals 90% Participation       |               |               | 12,553        | 12,553        | 12,553        | 12,553        | 12,553        | 12,553        | 12,553        | 12,553        | 12,553        | 12,553        | 12,553        | \$ | 125,533.80        |
| Equipment Rental / Lease (provided by food vendor)                         |               |               |               |               |               |               |               |               |               |               |               |               |               | \$ | -                 |
| Inspection fees  |               |               | 15            | 15            | 15            | 15            | 15            | 15            | 15            | 15            | 15            | 15            | 15            | \$ | 150.00            |
| <b>Sub-Total Food Services</b>   | <b>-</b>      | <b>-</b>      | <b>14,290</b> | \$ | <b>142,903.80</b> |
| <b>Pupil Transportation Services</b>                                       |               |               |               |               |               |               |               |               |               |               |               |               |               |    |                   |
| Salaries (Drivers & Transportation workers)                                |               |               |               |               |               |               |               |               |               |               |               |               |               | \$ | -                 |
| Fringe Benefits  |               |               |               |               |               |               |               |               |               |               |               |               |               | \$ | -                 |
| Contracted Transportation Services - \$235 per bus per day 40% utilization |               |               | 9,540         | 9,540         | 9,540         | 9,540         | 9,540         | 9,540         | 9,540         | 9,540         | 9,540         | 9,540         | 9,540         | \$ | 95,400.00         |
| Field Trip Expenses for competitions                                       |               |               |               |               |               |               |               |               |               |               |               |               |               | \$ | -                 |
| Buses  |               |               |               |               |               |               |               |               |               |               |               |               |               | \$ | -                 |
| Repairs & Maintenance  |               |               |               |               |               |               |               |               |               |               |               |               |               | \$ | -                 |
| Fuel   |               |               |               |               |               |               |               |               |               |               |               |               |               | \$ | -                 |
| <b>Sub-Total Pupil Transportation Services</b>                             | <b>-</b>      | <b>-</b>      | <b>9,540</b>  | \$ | <b>95,400.00</b>  |
| <b>Operation of Plant</b>  |               |               |               |               |               |               |               |               |               |               |               |               |               |    |                   |
| Salaries (Custodian, crossing guards, security)                            | 1,733         | 1,733         | 1,733         | 1,733         | 1,733         | 1,733         | 1,733         | 1,733         | 1,733         | 1,733         | 1,733         | 1,733         | 1,733         | \$ | 20,800.80         |
| Fringe benefits  | 399           | 399           | 399           | 399           | 399           | 399           | 399           | 399           | 399           | 399           | 399           | 399           | 399           | \$ | 4,784.10          |
| Purchased Service (Custodial, fire and alarm, etc)                         | 3,542         | 3,542         | 3,542         | 3,542         | 3,542         | 3,542         | 3,542         | 3,542         | 3,542         | 3,542         | 3,542         | 3,542         | 3,542         | \$ | 42,500.00         |
| Lawn Maintenance   | 283           | 283           | 283           | 283           | 283           | 283           | 283           | 283           | 283           | 283           | 283           | 283           | 283           | \$ | 3,400.00          |
| Pest Control   | 57            | 57            | 57            | 57            | 57            | 57            | 57            | 57            | 57            | 57            | 57            | 57            | 57            | \$ | 680.00            |
| Security Services  | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | \$ | 3,600.00          |
| Property Insurance   | 3,400         | 3,400         | 3,400         | 3,400         | 3,400         | 3,400         | 3,400         | 3,400         | 3,400         | 3,400         | 3,400         | 3,400         | 3,400         | \$ | 40,800.00         |
| Telephone Services   | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | \$ | 3,600.00          |
| Water & Sewer  | 113           | 113           | 113           | 113           | 113           | 113           | 113           | 113           | 113           | 113           | 113           | 113           | 113           | \$ | 1,360.00          |
| Electricity  | 3,683         | 3,683         | 3,683         | 3,683         | 3,683         | 3,683         | 3,683         | 3,683         | 3,683         | 3,683         | 3,683         | 3,683         | 3,683         | \$ | 44,200.00         |
| Custodial Supplies & Equipment   |               |               |               |               |               |               |               |               |               |               |               |               |               | \$ | -                 |
| <b>Sub-Total Operation of Plant</b>  | <b>13,810</b> | \$ | <b>165,724.98</b> |
| <b>Maintenance of Plant</b>  |               |               |               |               |               |               |               |               |               |               |               |               |               |    |                   |
| Repairs & Maintenance  |               | 2,363         | 2,363         | 2,363         | 2,363         | 2,363         | 2,363         | 2,363         | 2,363         | 2,363         | 2,363         | 2,363         | 2,363         | \$ | 25,987.50         |
| Supplies   |               |               |               |               |               |               |               |               |               |               |               |               |               | \$ | -                 |
| <b>Sub-Total Maintenance of Plant</b>                                      | <b>-</b>      | <b>2,363</b>  | \$ | <b>25,987.50</b>  |

Somerset Academy Vero Beach - K-5

|        |
|--------|
| YEAR 1 |
|--------|

|  |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                        |                        |
|--|----------------------|----------------------|-----------------------|-----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|------------------------|------------------------|
| <b>Administrative Technology Services</b>                                |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                        |                        |
| Internal Technology Support  | -                    | -                    | -                     | -                     | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                      | \$ -                   |
| Technology Personnel   | -                    | -                    | -                     | -                     | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                      | \$ -                   |
| Systems Operation  | 1,063                | 1,063                | 1,063                 | 1,063                 | 1,063                | 1,063                | 1,063                | 1,063                | 1,063                | 1,063                | 1,063                | 1,063                  | \$ 12,750.00           |
| Systems Planning & Analysis  | -                    | -                    | -                     | -                     | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                      | \$ -                   |
| <b>Sub-Total Administrative Technology Services</b>                      | <b>1,063</b>         | <b>1,063</b>         | <b>1,063</b>          | <b>1,063</b>          | <b>1,063</b>         | <b>1,063</b>         | <b>1,063</b>         | <b>1,063</b>         | <b>1,063</b>         | <b>1,063</b>         | <b>1,063</b>         | <b>1,063</b>           | <b>\$ 12,750.00</b>    |
| <b>After Care Programs</b>   |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                        |                        |
| After Care Salary  | -                    | -                    | -                     | -                     | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                      | \$ -                   |
| Fringe Benefits  | -                    | -                    | -                     | -                     | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                      | \$ -                   |
| <b>Sub-Total After Care Programs</b>                                     |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                        | \$ -                   |
| <b>Debt Service</b>  |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                        |                        |
| Redemption of Principal  | -                    | -                    | -                     | -                     | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                      | \$ -                   |
| Interest (Interest Only at 6%)   | -                    | 136                  | 136                   | 136                   | 136                  | 136                  | 136                  | 136                  | 136                  | 136                  | 136                  | 136                    | \$ 1,500.00            |
| <b>Sub-Total Debt Service</b>  |                      | <b>136</b>           | <b>136</b>            | <b>136</b>            | <b>136</b>           | <b>136</b>           | <b>136</b>           | <b>136</b>           | <b>136</b>           | <b>136</b>           | <b>136</b>           | <b>136</b>             | <b>\$ 1,500.00</b>     |
| <b>Contingency</b>   |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                        |                        |
| Operating expense contingency - 3% of FEFP - Considered restricted funds | -                    | -                    | -                     | -                     | -                    | -                    | -                    | -                    | -                    | -                    | -                    | 74,776                 | \$ 74,776.46           |
| <b>Sub-Total Contingency</b>   |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      | <b>74,776</b>          | <b>\$ 74,776.46</b>    |
| <b>Total Expenditures</b>  | <b>\$ 55,897.72</b>  | <b>\$ 170,462.82</b> | <b>\$ 240,908.46</b>  | <b>\$ 245,561.57</b>  | <b>\$ 194,356.07</b> | <b>\$ 194,981.07</b> | <b>\$ 198,168.57</b> | <b>\$ 194,981.07</b> | <b>\$ 203,156.07</b> | <b>\$ 197,543.57</b> | <b>\$ 194,356.07</b> | <b>\$ 374,657.53</b>   | <b>\$ 2,465,030.58</b> |
| <b>Excess of Revenues over Expenditures</b>                              | <b>\$ 131,501.36</b> | <b>\$ 16,936.27</b>  | <b>\$ (38,288.41)</b> | <b>\$ (32,771.52)</b> | <b>\$ 18,433.98</b>  | <b>\$ 17,808.98</b>  | <b>\$ 14,621.48</b>  | <b>\$ 17,808.98</b>  | <b>\$ 9,633.98</b>   | <b>\$ 15,246.48</b>  | <b>\$ 18,433.98</b>  | <b>\$ (161,887.48)</b> | <b>\$ 27,518.04</b>    |
| <b>Fund Balance</b>  | <b>\$ 131,501.36</b> | <b>\$ 148,437.63</b> | <b>\$ 110,169.22</b>  | <b>\$ 77,397.69</b>   | <b>\$ 95,831.67</b>  | <b>\$ 113,640.64</b> | <b>\$ 128,262.12</b> | <b>\$ 146,071.09</b> | <b>\$ 155,705.07</b> | <b>\$ 170,951.54</b> | <b>\$ 189,385.52</b> | <b>\$ 27,518.04</b>    |                        |



Somerset Academy Vero Beach - K-5

|  |               |               |               |               |               |               |               |               |               |               |               |               | YEAR 2           |    |                   |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|------------------|----|-------------------|
|  |               |               |               |               |               |               |               |               |               |               |               |               | 100 % Enrollment |    |                   |
|  | 7,172         | 7,172         | 7,172         | 7,172         | 7,172         | 7,172         | 7,172         | 7,172         | 7,172         | 7,172         | 7,172         | 7,172         | 7,172            | \$ | 86,062.50         |
| <b>Sub-Total General Administration</b>                                    |               |               |               |               |               |               |               |               |               |               |               |               |                  |    |                   |
| <b>School Administration</b>   |               |               |               |               |               |               |               |               |               |               |               |               |                  |    |                   |
| Salaries (includes Principal, Secretary & other Office Personnel)          | 9,180         | 9,180         | 9,180         | 9,180         | 9,180         | 9,180         | 9,180         | 9,180         | 9,180         | 9,180         | 9,180         | 9,180         | 9,180            | \$ | 110,160.00        |
| Fringe Benefits  | 2,111         | 2,111         | 2,111         | 2,111         | 2,111         | 2,111         | 2,111         | 2,111         | 2,111         | 2,111         | 2,111         | 2,111         | 2,111            | \$ | 25,336.80         |
| Equipment Rental / Lease   | 306           | 306           | 306           | 306           | 306           | 306           | 306           | 306           | 306           | 306           | 306           | 306           | 306              | \$ | 3,672.00          |
| Travel   |               |               |               | 1,224         |               |               |               |               |               |               |               |               |                  | \$ | 1,224.00          |
| Advertising and Promotion  | 638           | 638           | 638           |               |               |               |               |               |               |               |               |               |                  | \$ | 1,912.50          |
| License Fees   | 204           |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | 204.00            |
| Dues and Subscriptions   | 1,530         |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | 1,530.00          |
| Postage  |               |               | 102           | 102           | 102           | 102           | 102           | 102           | 102           | 102           | 102           | 102           | 102              | \$ | 1,020.00          |
| Printing   | 2,295         | 209           | 209           | 209           | 209           | 209           | 209           | 209           | 209           | 209           | 209           | 209           | 209              | \$ | 4,590.00          |
| Office Supplies  | 2,344         | 639           | 639           | 639           | 639           | 639           | 639           | 639           | 639           | 639           | 639           | 639           | 639              | \$ | 9,375.00          |
| Office Equipment   | 1,530         |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | 1,530.00          |
| Computer Equipment   | 1,020         |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | 1,020.00          |
| <b>Sub-Total School Administration</b>                                     | <b>21,158</b> | <b>13,083</b> | <b>13,185</b> | <b>13,771</b> | <b>12,547</b>    | \$ | <b>161,574.30</b> |
| <b>Facilities Acquisition &amp; Construction</b>                           |               |               |               |               |               |               |               |               |               |               |               |               |                  |    |                   |
| Building Lease / Rent (see budget summary for calculation)                 |               | 31,602        | 31,602        | 31,602        | 31,602        | 31,602        | 31,602        | 31,602        | 31,602        | 31,602        | 31,602        | 31,602        | 31,602           | \$ | 347,625.00        |
| Remodeling & Renovations   |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Purchase of Buildings & Fixed Equipment                                    |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Land   |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| <b>Sub-Total Facilities Acquisition &amp; Construction</b>                 |               | <b>31,602</b>    | \$ | <b>347,625.00</b> |
| <b>Fiscal Services</b>   |               |               |               |               |               |               |               |               |               |               |               |               |                  |    |                   |
| Salaries (Business Manager, Accounting & Bookkeeping Personnel)            | 3,400         | 3,400         | 3,400         | 3,400         | 3,400         | 3,400         | 3,400         | 3,400         | 3,400         | 3,400         | 3,400         | 3,400         | 3,400            | \$ | 40,800.00         |
| Fringe Benefits  | 782           | 782           | 782           | 782           | 782           | 782           | 782           | 782           | 782           | 782           | 782           | 782           | 782              | \$ | 9,384.00          |
| Fee to County School Board - up to 250 students                            | 7,490         | 7,490         | 7,490         | 7,490         | 7,490         | 7,490         | 7,490         | 7,490         | 7,490         | 7,490         | 7,490         | 7,490         | 7,490            | \$ | 89,877.50         |
| Planning, Research, Development and Evaluation (Part of ESP's Fee)         | 3,506         | 3,506         | 3,506         | 3,506         | 3,506         | 3,506         | 3,506         | 3,506         | 3,506         | 3,506         | 3,506         | 3,506         | 3,506            | \$ | 42,075.00         |
| Professional Services - Annual Audit                                       | 723           | 723           | 723           | 723           | 723           | 723           | 723           | 723           | 723           | 723           | 723           | 723           | 723              | \$ | 8,670.00          |
| <b>Sub-Total Fiscal Services</b>   | <b>15,901</b>    | \$ | <b>190,806.50</b> |
| <b>Food Services</b>   |               |               |               |               |               |               |               |               |               |               |               |               |                  |    |                   |
| Salaries (Food Service Workers)  |               |               | 2,856         | 2,856         | 2,856         | 2,856         | 2,856         | 2,856         | 2,856         | 2,856         | 2,856         | 2,856         | 2,856            | \$ | 28,560.00         |
| Fringe Benefits  |               |               | 657           | 657           | 657           | 657           | 657           | 657           | 657           | 657           | 657           | 657           | 657              | \$ | 6,568.80          |
| Food   |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Food, Materials & Supplies - Vendor provided meals 90% Participation       |               |               | 15,243        | 15,243        | 15,243        | 15,243        | 15,243        | 15,243        | 15,243        | 15,243        | 15,243        | 15,243        | 15,243           | \$ | 152,433.90        |
| Equipment Rental / Lease (provided by food vendor)                         |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Inspection fees  |               |               | 15            | 15            | 15            | 15            | 15            | 15            | 15            | 15            | 15            | 15            | 15               | \$ | 153.00            |
| <b>Sub-Total Food Services</b>   |               |               | <b>18,772</b>    | \$ | <b>187,715.70</b> |
| <b>Pupil Transportation Services</b>                                       |               |               |               |               |               |               |               |               |               |               |               |               |                  |    |                   |
| Salaries (Drivers & Transportation workers)                                |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Fringe Benefits  |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Contracted Transportation Services - \$235 per bus per day 40% utilization |               |               | 14,310        | 14,310        | 14,310        | 14,310        | 14,310        | 14,310        | 14,310        | 14,310        | 14,310        | 14,310        | 14,310           | \$ | 143,100.00        |
| Field Trip Expenses for competitions                                       |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Buses  |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Repairs & Maintenance  |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Fuel   |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| <b>Sub-Total Pupil Transportation Services</b>                             |               |               | <b>14,310</b>    | \$ | <b>143,100.00</b> |
| <b>Operation of Plant</b>  |               |               |               |               |               |               |               |               |               |               |               |               |                  |    |                   |
| Salaries (Custodian, crossing guards, security)                            | 1,768         | 1,768         | 1,768         | 1,768         | 1,768         | 1,768         | 1,768         | 1,768         | 1,768         | 1,768         | 1,768         | 1,768         | 1,768            | \$ | 21,216.82         |
| Fringe benefits  | 407           | 407           | 407           | 407           | 407           | 407           | 407           | 407           | 407           | 407           | 407           | 407           | 407              | \$ | 4,879.87          |
| Purchased Service (Custodial, fire and alarm, etc)                         | 4,250         | 4,250         | 4,250         | 4,250         | 4,250         | 4,250         | 4,250         | 4,250         | 4,250         | 4,250         | 4,250         | 4,250         | 4,250            | \$ | 51,000.00         |
| Lawn Maintenance   | 340           | 340           | 340           | 340           | 340           | 340           | 340           | 340           | 340           | 340           | 340           | 340           | 340              | \$ | 4,080.00          |
| Pest Control   | 68            | 68            | 68            | 68            | 68            | 68            | 68            | 68            | 68            | 68            | 68            | 68            | 68               | \$ | 816.00            |
| Security Services  | 306           | 306           | 306           | 306           | 306           | 306           | 306           | 306           | 306           | 306           | 306           | 306           | 306              | \$ | 3,672.00          |
| Property Insurance   | 4,080         | 4,080         | 4,080         | 4,080         | 4,080         | 4,080         | 4,080         | 4,080         | 4,080         | 4,080         | 4,080         | 4,080         | 4,080            | \$ | 48,960.00         |
| Telephone Services   | 306           | 306           | 306           | 306           | 306           | 306           | 306           | 306           | 306           | 306           | 306           | 306           | 306              | \$ | 3,672.00          |
| Water & Sewer  | 136           | 136           | 136           | 136           | 136           | 136           | 136           | 136           | 136           | 136           | 136           | 136           | 136              | \$ | 1,632.00          |
| Electricity  | 4,420         | 4,420         | 4,420         | 4,420         | 4,420         | 4,420         | 4,420         | 4,420         | 4,420         | 4,420         | 4,420         | 4,420         | 4,420            | \$ | 53,040.00         |
| Custodial Supplies & Equipment   |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| <b>Sub-Total Operation of Plant</b>  | <b>16,081</b>    | \$ | <b>192,968.68</b> |
| <b>Maintenance of Plant</b>  |               |               |               |               |               |               |               |               |               |               |               |               |                  |    |                   |
| Repairs & Maintenance  |               | 2,659         | 2,659         | 2,659         | 2,659         | 2,659         | 2,659         | 2,659         | 2,659         | 2,659         | 2,659         | 2,659         | 2,659            | \$ | 29,250.00         |
| Supplies   |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| <b>Sub-Total Maintenance of Plant</b>                                      |               | <b>2,659</b>     | \$ | <b>29,250.00</b>  |
| <b>Administrative Technology Services</b>                                  |               |               |               |               |               |               |               |               |               |               |               |               |                  |    |                   |

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| YEAR 2 |                  |
|--------|------------------|
|        | 100 % Enrollment |

|  |               |               |                |                |               |               |               |               |               |               |               |                 |                 |
|--|---------------|---------------|----------------|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-----------------|-----------------|
| Internal Technology Support  | -             | -             | -              | -              | -             | -             | -             | -             | -             | -             | -             | -               | \$ -            |
| Technology Personnel   | -             | -             | -              | -              | -             | -             | -             | -             | -             | -             | -             | -               | \$ -            |
| Systems Operation  | 1,275         | 1,275         | 1,275          | 1,275          | 1,275         | 1,275         | 1,275         | 1,275         | 1,275         | 1,275         | 1,275         | 1,275           | \$ 15,300.00    |
| Systems Planning & Analysis  | -             | -             | -              | -              | -             | -             | -             | -             | -             | -             | -             | -               | \$ -            |
| <i>Sub-Total Administrative Technology Services</i>                      | 1,275         | 1,275         | 1,275          | 1,275          | 1,275         | 1,275         | 1,275         | 1,275         | 1,275         | 1,275         | 1,275         | 1,275           | \$ 15,300.00    |
| <b>After Care Programs</b>   |               |               |                |                |               |               |               |               |               |               |               |                 |                 |
| After Care Salary  | -             | -             | -              | -              | -             | -             | -             | -             | -             | -             | -             | -               | \$ -            |
| Fringe Benefits  | -             | -             | -              | -              | -             | -             | -             | -             | -             | -             | -             | -               | \$ -            |
| <i>Sub-Total After Care Programs</i>                                     | -             | -             | -              | -              | -             | -             | -             | -             | -             | -             | -             | -               | \$ -            |
| <b>Debt Service</b>  |               |               |                |                |               |               |               |               |               |               |               |                 |                 |
| Redemption of Principal  | -             | 2,273         | 2,273          | 2,273          | 2,273         | 2,273         | 2,273         | 2,273         | 2,273         | 2,273         | 2,273         | 2,273           | \$ 25,000.00    |
| Interest (Interest Only at 6%)   | -             | -             | -              | -              | -             | -             | -             | -             | -             | -             | -             | -               | \$ -            |
| <i>Sub-Total Debt Service</i>  | -             | 2,273         | 2,273          | 2,273          | 2,273         | 2,273         | 2,273         | 2,273         | 2,273         | 2,273         | 2,273         | 2,273           | \$ 25,000.00    |
| <b>Contingency</b>   |               |               |                |                |               |               |               |               |               |               |               |                 |                 |
| Operating expense contingency - 3% of FEFP - Considered restricted funds | -             | -             | -              | -              | -             | -             | -             | -             | -             | -             | -             | 90,783          | \$ 90,782.84    |
| <i>Sub-Total Contingency</i>   | -             | -             | -              | -              | -             | -             | -             | -             | -             | -             | -             | 90,783          | \$ 90,782.84    |
| <b>Total Expenditures</b>  | \$ 73,666.42  | \$ 211,606.86 | \$ 302,236.60  | \$ 307,515.38  | \$ 245,764.58 | \$ 245,764.58 | \$ 249,589.58 | \$ 245,764.58 | \$ 254,689.58 | \$ 249,589.58 | \$ 245,764.58 | \$ 378,622.42   | \$ 3,010,574.73 |
| <b>Excess of Revenues over Expenditures</b>                              | \$ 181,541.28 | \$ 16,082.80  | \$ (56,040.06) | \$ (49,235.51) | \$ 12,515.29  | \$ 12,515.29  | \$ 8,690.29   | \$ 12,515.29  | \$ 3,590.29   | \$ 8,690.29   | \$ 12,515.29  | \$ (120,342.55) | \$ 43,038.00    |
| <b>Fund Balance</b>  | \$ 181,541.28 | \$ 197,624.08 | \$ 141,584.02  | \$ 92,348.51   | \$ 104,863.81 | \$ 117,379.10 | \$ 126,069.39 | \$ 138,584.68 | \$ 142,174.97 | \$ 150,865.26 | \$ 163,380.55 | \$ 43,038.00    |                 |





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|  |               |               |                |                |               |               |               |               |               |               |               |                 | YEAR 3           |              |
|--|---------------|---------------|----------------|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-----------------|------------------|--------------|
|  |               |               |                |                |               |               |               |               |               |               |               |                 | 100 % Enrollment |              |
| Internal Technology Support  | -             | -             | -              | -              | -             | -             | -             | -             | -             | -             | -             | -               | \$               | -            |
| Technology Personnel   | -             | -             | -              | -              | -             | -             | -             | -             | -             | -             | -             | -               | \$               | -            |
| Systems Operation  | 1,431         | 1,431         | 1,431          | 1,431          | 1,431         | 1,431         | 1,431         | 1,431         | 1,431         | 1,431         | 1,431         | 1,431           | \$               | 17,166.60    |
| Systems Planning & Analysis  | -             | -             | -              | -              | -             | -             | -             | -             | -             | -             | -             | -               | \$               | -            |
| <i>Sub-Total Administrative Technology Services</i>                      | 1,431         | 1,431         | 1,431          | 1,431          | 1,431         | 1,431         | 1,431         | 1,431         | 1,431         | 1,431         | 1,431         | 1,431           | \$               | 17,166.60    |
| <b>After Care Programs</b>   |               |               |                |                |               |               |               |               |               |               |               |                 |                  |              |
| After Care Salary  | -             | -             | -              | -              | -             | -             | -             | -             | -             | -             | -             | -               | \$               | -            |
| Fringe Benefits  | -             | -             | -              | -              | -             | -             | -             | -             | -             | -             | -             | -               | \$               | -            |
| <i>Sub-Total After Care Programs</i>                                     | -             | -             | -              | -              | -             | -             | -             | -             | -             | -             | -             | -               | \$               | -            |
| <b>Debt Service</b>  |               |               |                |                |               |               |               |               |               |               |               |                 |                  |              |
| Redemption of Principal  | -             | -             | -              | -              | -             | -             | -             | -             | -             | -             | -             | -               | \$               | -            |
| Interest (Interest Only at 6%)   | -             | -             | -              | -              | -             | -             | -             | -             | -             | -             | -             | -               | \$               | -            |
| <i>Sub-Total Debt Service</i>  | -             | -             | -              | -              | -             | -             | -             | -             | -             | -             | -             | -               | \$               | -            |
| <b>Contingency</b>   |               |               |                |                |               |               |               |               |               |               |               |                 |                  |              |
| Operating expense contingency - 3% of FEFP - Considered restricted funds |               |               |                |                |               |               |               |               |               |               |               | 101,997         | \$               | 101,997.23   |
| <i>Sub-Total Contingency</i>   |               |               |                |                |               |               |               |               |               |               |               | 101,997         | \$               | 101,997.23   |
| <b>Total Expenditures</b>  | \$ 82,220.28  | \$ 222,204.14 | \$ 321,053.52  | \$ 326,764.81  | \$ 270,883.62 | \$ 270,883.62 | \$ 275,175.27 | \$ 270,883.62 | \$ 280,658.62 | \$ 275,175.27 | \$ 270,883.62 | \$ 420,375.11   | \$               | 3,287,161.53 |
| <b>Excess of Revenues over Expenditures</b>                              | \$ 216,705.39 | \$ 33,683.53  | \$ (44,275.28) | \$ (36,614.35) | \$ 19,266.84  | \$ 19,266.84  | \$ 14,975.19  | \$ 19,266.84  | \$ 9,491.84   | \$ 14,975.19  | \$ 19,266.84  | \$ (130,224.65) | \$               | 155,784.19   |
| <b>Fund Balance</b>  | \$ 216,705.39 | \$ 250,388.92 | \$ 206,113.64  | \$ 169,499.29  | \$ 188,766.13 | \$ 208,032.97 | \$ 223,008.15 | \$ 242,274.99 | \$ 251,766.83 | \$ 266,742.01 | \$ 286,008.85 | \$ 155,784.19   |                  |              |

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|  |                |                |                |                |                |                |                |                |                |                |                |                | YEAR 4           |                     |
|--|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|------------------|---------------------|
|  |                |                |                |                |                |                |                |                |                |                |                |                | 100 % Enrollment |                     |
|  | Jul            | Aug            | Sep            | Oct            | Nov            | Dec            | Jan            | Feb            | Mar            | Apr            | May            | Jun            |                  |                     |
| <b>REVENUES</b>  |                |                |                |                |                |                |                |                |                |                |                |                |                  |                     |
| State Sources with expected enrollment   | 273,162        | 273,162        | 273,162        | 273,162        | 273,162        | 273,162        | 273,162        | 273,162        | 273,162        | 273,162        | 273,162        | 273,162        | \$               | 3,277,947.93        |
| Federal Sources - NSLP funds 60% of students   |                |                | 14,857         | 14,857         | 14,857         | 14,857         | 14,857         | 14,857         | 14,857         | 14,857         | 14,857         | 14,857         | \$               | 148,569.54          |
| Local Sources - Lunch program paid students  |                |                | 7,478          | 7,478          | 7,478          | 7,478          | 7,478          | 7,478          | 7,478          | 7,478          | 7,478          | 7,478          | \$               | 74,783.33           |
| Capital Outlay (Available 1st Year - Advance/Ed Accredited)                                      |                |                |                | 9,183          | 9,183          | 9,183          | 9,183          | 9,183          | 9,183          | 9,183          | 9,183          | 9,183          | \$               | 82,650.00           |
| Other Sources - Services   |                |                |                | 4,833          | 4,833          | 4,833          | 4,833          | 4,833          | 4,833          | 4,833          | 4,833          | 4,833          | \$               | 43,500.00           |
| Previous Years Balance Carry Forward   | 155,784        |                |                |                |                |                |                |                |                |                |                |                | \$               | 155,784.19          |
|  | <b>428,947</b> | <b>273,162</b> | <b>295,498</b> | <b>309,514</b> | \$               | <b>3,783,235.00</b> |
| <b>EXPENDITURES</b>  |                |                |                |                |                |                |                |                |                |                |                |                |                  |                     |
| <b>Instruction</b>   |                |                |                |                |                |                |                |                |                |                |                |                |                  |                     |
| Salaries (includes classroom teachers, contract or hourly, and teacher aides)                    |                | 47,437         | 99,618         | 99,618         | 99,618         | 99,618         | 99,618         | 99,618         | 99,618         | 99,618         | 99,618         | 99,618         | \$               | 1,043,621.13        |
| Fringe Benefits  |                | 10,911         | 22,912         | 22,912         | 22,912         | 22,912         | 22,912         | 22,912         | 22,912         | 22,912         | 22,912         | 22,912         | \$               | 240,032.86          |
| Contracted Professional Services (includes Therapists & other contracted instructional services) |                |                | 2,770          | 2,770          | 2,770          | 2,770          | 2,770          | 2,770          | 2,770          | 2,770          | 2,770          | 2,770          | \$               | 24,927.78           |
| Classroom Supplies & Equipment   |                | 6,855          | 6,855          | 7,063          |                |                |                |                |                |                |                |                | \$               | 20,773.15           |
| Teacher Supplies   |                | 5,332          | 5,332          | 5,493          |                |                |                |                |                |                |                |                | \$               | 16,156.89           |
| Textbooks and/or ebooks/Student Activities   |                | 14,091         | 14,091         | 14,518         |                |                |                |                |                |                |                |                | \$               | 42,700.36           |
| Supplemental instructional materials (CIRP/SIRP and Technology)                                  |                | 11,425         | 11,425         | 11,771         |                |                |                |                |                |                |                |                | \$               | 34,621.91           |
| Digital Education Content Materials (Leased)   |                |                |                |                |                |                |                |                |                |                |                | 50,779         | \$               | 50,778.80           |
| Computer - Equipment for Instruction (leased)  |                | 14,498         | 14,498         | 14,938         |                |                |                |                |                |                |                |                | \$               | 43,934.01           |
| Computer Lab - Including Software  |                |                |                |                |                |                |                |                |                |                |                |                | \$               | -                   |
| <b>Sub-Total Instruction</b>   |                | <b>110,549</b> | <b>174,732</b> | <b>179,084</b> | <b>125,300</b> | <b>176,079</b> | \$               | <b>1,517,546.89</b> |
| <b>Pupil Personnel Services</b>  |                |                |                |                |                |                |                |                |                |                |                |                |                  |                     |
| Salaries (includes counselor, school nurse, health assistant)                                    |                |                | 8,171          | 8,171          | 8,171          | 8,171          | 8,171          | 8,171          | 8,171          | 8,171          | 8,171          | 8,171          | \$               | 81,713.02           |
| Fringe Benefits  |                |                | 1,879          | 1,879          | 1,879          | 1,879          | 1,879          | 1,879          | 1,879          | 1,879          | 1,879          | 1,879          | \$               | 18,793.99           |
| Contracted Professional Services (counseling and psychological)                                  |                |                | 4,709          | 4,709          | 4,709          | 4,709          | 4,709          | 4,709          | 4,709          | 4,709          | 4,709          | 4,709          | \$               | 47,085.80           |
| <b>Sub-Total Pupil Personnel Services</b>  |                |                | <b>14,759</b>  | \$               | <b>147,592.81</b>   |
| <b>Media Services</b>  |                |                |                |                |                |                |                |                |                |                |                |                |                  |                     |
| Salaries (includes Librarian)  |                |                |                |                |                |                |                |                |                |                |                |                | \$               | -                   |
| Fringe Benefits  |                |                |                |                |                |                |                |                |                |                |                |                | \$               | -                   |
| Library Books  |                |                |                |                |                |                |                |                |                |                |                |                | \$               | -                   |
| Audio Visual Materials   |                |                |                |                |                |                |                |                |                |                |                |                | \$               | -                   |
| <b>Sub-Total Media Services</b>  |                |                |                |                |                |                |                |                |                |                |                |                | \$               | -                   |
| <b>Curriculum Development</b>  |                |                |                |                |                |                |                |                |                |                |                |                |                  |                     |
| Salaries (includes Curriculum Specialist)  |                |                |                |                |                |                |                |                |                |                |                |                | \$               | -                   |
| Fringe Benefits  |                |                |                |                |                |                |                |                |                |                |                |                | \$               | -                   |
| Curriculum Planning, Research, Development and Evaluation (part of ESP's Fee)                    | 4,424          | 4,424          | 4,424          | 4,424          | 4,424          | 4,424          | 4,424          | 4,424          | 4,424          | 4,424          | 4,424          | 4,424          | \$               | 53,086.93           |
| Development Supplies   |                | 3,462          | 3,462          |                |                |                |                |                |                |                |                |                | \$               | -                   |
| Student Activities   |                |                |                |                |                |                |                |                |                |                |                |                | \$               | 6,924.38            |
| <b>Sub-Total Curriculum Development</b>  | <b>4,424</b>   | <b>7,886</b>   | <b>7,886</b>   | <b>4,424</b>   | \$               | <b>60,011.31</b>    |
| <b>Staff Development</b>   |                |                |                |                |                |                |                |                |                |                |                |                |                  |                     |
| Workshops/Trainings  |                | 10,625         |                |                |                |                |                |                | 10,625         |                |                |                | \$               | 21,250.00           |
| Travel   |                |                |                |                |                |                |                |                |                |                |                |                | \$               | -                   |
| Professional Services  |                |                |                |                |                |                |                |                |                |                |                |                | \$               | -                   |
| <b>Sub-Total Staff Development</b>   |                | <b>10,625</b>  |                |                |                |                |                |                | <b>10,625</b>  |                |                |                | \$               | <b>21,250.00</b>    |



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|  |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       | YEAR 4           |                     |                   |
|--|----------------------|----------------------|-----------------------|-----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-----------------------|------------------|---------------------|-------------------|
|  |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       | 100 % Enrollment |                     |                   |
| <b>Pupil Transportation Services</b>                                       |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  |                     |                   |
| Salaries (Drivers & Transportation workers)                                |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  | \$                  | -                 |
| Fringe Benefits  |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  | \$                  | -                 |
| Contracted Transportation Services - \$235 per bus per day 40% utilization |                      |                      | 14,310                | 14,310                | 14,310               | 14,310               | 14,310               | 14,310               | 14,310               | 14,310               | 14,310               | 14,310                | \$               | 143,100.00          |                   |
| Field Trip Expenses for competitions                                       |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  | \$                  | -                 |
| Buses  |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  | \$                  | -                 |
| Repairs & Maintenance  |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  | \$                  | -                 |
| Fuel   |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  | \$                  | -                 |
| <b>Sub-Total Pupil Transportation Services</b>                             |                      |                      | <b>14,310</b>         | <b>14,310</b>         | <b>14,310</b>        | <b>14,310</b>        | <b>14,310</b>        | <b>14,310</b>        | <b>14,310</b>        | <b>14,310</b>        | <b>14,310</b>        | <b>14,310</b>         | <b>\$</b>        | <b>143,100.00</b>   |                   |
| <b>Operation of Plant</b>  |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  |                     |                   |
| Salaries (Custodian, crossing guards, security)                            | 3,679                | 3,679                | 3,679                 | 3,679                 | 3,679                | 3,679                | 3,679                | 3,679                | 3,679                | 3,679                | 3,679                | 3,679                 | \$               | 44,147.95           |                   |
| Fringe benefits  | 846                  | 846                  | 846                   | 846                   | 846                  | 846                  | 846                  | 846                  | 846                  | 846                  | 846                  | 846                   | \$               | 10,154.03           |                   |
| Purchased Service (Custodial, fire and alarm, etc)                         | 5,085                | 5,085                | 5,085                 | 5,085                 | 5,085                | 5,085                | 5,085                | 5,085                | 5,085                | 5,085                | 5,085                | 5,085                 | \$               | 61,019.46           |                   |
| Lawn Maintenance   | 407                  | 407                  | 407                   | 407                   | 407                  | 407                  | 407                  | 407                  | 407                  | 407                  | 407                  | 407                   | \$               | 4,881.56            |                   |
| Pest Control   | 81                   | 81                   | 81                    | 81                    | 81                   | 81                   | 81                   | 81                   | 81                   | 81                   | 81                   | 81                    | \$               | 976.31              |                   |
| Security Services  | 318                  | 318                  | 318                   | 318                   | 318                  | 318                  | 318                  | 318                  | 318                  | 318                  | 318                  | 318                   | \$               | 3,820.35            |                   |
| Property Insurance   | 4,882                | 4,882                | 4,882                 | 4,882                 | 4,882                | 4,882                | 4,882                | 4,882                | 4,882                | 4,882                | 4,882                | 4,882                 | \$               | 58,578.68           |                   |
| Telephone Services   | 318                  | 318                  | 318                   | 318                   | 318                  | 318                  | 318                  | 318                  | 318                  | 318                  | 318                  | 318                   | \$               | 3,820.35            |                   |
| Water & Sewer  | 163                  | 163                  | 163                   | 163                   | 163                  | 163                  | 163                  | 163                  | 163                  | 163                  | 163                  | 163                   | \$               | 1,952.62            |                   |
| Electricity  | 5,288                | 5,288                | 5,288                 | 5,288                 | 5,288                | 5,288                | 5,288                | 5,288                | 5,288                | 5,288                | 5,288                | 5,288                 | \$               | 63,460.24           |                   |
| Custodial Supplies & Equipment   |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  | \$                  | -                 |
| <b>Sub-Total Operation of Plant</b>  | <b>21,068</b>        | <b>21,068</b>        | <b>21,068</b>         | <b>21,068</b>         | <b>21,068</b>        | <b>21,068</b>        | <b>21,068</b>        | <b>21,068</b>        | <b>21,068</b>        | <b>21,068</b>        | <b>21,068</b>        | <b>21,068</b>         | <b>\$</b>        | <b>252,811.55</b>   |                   |
| <b>Maintenance of Plant</b>  |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  |                     |                   |
| Repairs & Maintenance  |                      | 3,085                | 3,085                 | 3,085                 | 3,085                | 3,085                | 3,085                | 3,085                | 3,085                | 3,085                | 3,085                | 3,085                 | \$               | 33,930.00           |                   |
| Supplies   |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  | \$                  | -                 |
| <b>Sub-Total Maintenance of Plant</b>                                      |                      | <b>3,085</b>         | <b>3,085</b>          | <b>3,085</b>          | <b>3,085</b>         | <b>3,085</b>         | <b>3,085</b>         | <b>3,085</b>         | <b>3,085</b>         | <b>3,085</b>         | <b>3,085</b>         | <b>3,085</b>          | <b>\$</b>        | <b>33,930.00</b>    |                   |
| <b>Administrative Technology Services</b>                                  |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  |                     |                   |
| Internal Technology Support  |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  | \$                  | -                 |
| Technology Personnel   |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  | \$                  | -                 |
| Systems Operation  | 1,525                | 1,525                | 1,525                 | 1,525                 | 1,525                | 1,525                | 1,525                | 1,525                | 1,525                | 1,525                | 1,525                | 1,525                 | \$               | 18,305.84           |                   |
| Systems Planning & Analysis  |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  | \$                  | -                 |
| <b>Sub-Total Administrative Technology Services</b>                        | <b>1,525</b>         | <b>1,525</b>         | <b>1,525</b>          | <b>1,525</b>          | <b>1,525</b>         | <b>1,525</b>         | <b>1,525</b>         | <b>1,525</b>         | <b>1,525</b>         | <b>1,525</b>         | <b>1,525</b>         | <b>1,525</b>          | <b>\$</b>        | <b>18,305.84</b>    |                   |
| <b>After Care Programs</b>   |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  |                     |                   |
| After Care Salary  |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  | \$                  | -                 |
| Fringe Benefits  |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  | \$                  | -                 |
| <b>Sub-Total After Care Programs</b>                                       |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  | <b>\$</b>           | <b>-</b>          |
| <b>Debt Service</b>  |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  |                     |                   |
| Redemption of Principal  |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  | \$                  | -                 |
| Interest (Interest Only at 6%)   |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  | \$                  | -                 |
| <b>Sub-Total Debt Service</b>  |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  | <b>\$</b>           | <b>-</b>          |
| <b>Contingency</b>   |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       |                  |                     |                   |
| Operating expense contingency - 3% of FEPP - Considered restricted funds   |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       | 108,824          | \$                  | 108,823.52        |
| <b>Sub-Total Contingency</b>   |                      |                      |                       |                       |                      |                      |                      |                      |                      |                      |                      |                       | 108,824          | <b>\$</b>           | <b>108,823.52</b> |
| <b>Total Expenditures</b>  | <b>\$ 88,149.97</b>  | <b>\$ 239,408.69</b> | <b>\$ 344,225.13</b>  | <b>\$ 350,401.43</b>  | <b>\$ 290,768.18</b> | <b>\$ 290,768.18</b> | <b>\$ 295,344.64</b> | <b>\$ 290,768.18</b> | <b>\$ 301,393.18</b> | <b>\$ 295,344.64</b> | <b>\$ 290,768.18</b> | <b>\$ 450,370.50</b>  | <b>\$</b>        | <b>3,527,710.88</b> |                   |
| <b>Excess of Revenues over Expenditures</b>                                | <b>\$ 340,796.55</b> | <b>\$ 33,753.64</b>  | <b>\$ (48,727.51)</b> | <b>\$ (40,887.15)</b> | <b>\$ 18,746.11</b>  | <b>\$ 18,746.11</b>  | <b>\$ 14,169.65</b>  | <b>\$ 18,746.11</b>  | <b>\$ 8,121.11</b>   | <b>\$ 14,169.65</b>  | <b>\$ 18,746.11</b>  | <b>\$(140,856.22)</b> | <b>\$</b>        | <b>255,524.11</b>   |                   |
| <b>Fund Balance</b>  | <b>\$ 340,796.55</b> | <b>\$ 374,550.18</b> | <b>\$ 325,822.67</b>  | <b>\$ 284,935.52</b>  | <b>\$ 303,681.62</b> | <b>\$ 322,427.73</b> | <b>\$ 336,597.37</b> | <b>\$ 355,343.48</b> | <b>\$ 363,464.58</b> | <b>\$ 377,634.23</b> | <b>\$ 396,380.33</b> | <b>\$ 255,524.11</b>  |                  |                     |                   |

Somerset Academy Vero Beach - K-5

YEAR 5  
100 % Enrollment

|  | Jul            | Aug            | Sep            | Oct            | Nov            | Dec            | Jan            | Feb            | Mar            | Apr            | May            | Jun            |    |                     |
|--|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----|---------------------|
| <b>REVENUES</b>  |                |                |                |                |                |                |                |                |                |                |                |                |    |                     |
| State Sources with expected enrollment   | 291,112        | 291,112        | 291,112        | 291,112        | 291,112        | 291,112        | 291,112        | 291,112        | 291,112        | 291,112        | 291,112        | 291,112        | \$ | 3,493,348.30        |
| Federal Sources - NSLP funds 60% of students   |                |                | 15,677         | 15,677         | 15,677         | 15,677         | 15,677         | 15,677         | 15,677         | 15,677         | 15,677         | 15,677         | \$ | 156,766.48          |
| Local Sources - Lunch program paid students  |                |                | 7,891          | 7,891          | 7,891          | 7,891          | 7,891          | 7,891          | 7,891          | 7,891          | 7,891          | 7,891          | \$ | 78,909.30           |
| Capital Outlay (Available 1st Year - Advance/Ed Accredited)                                      |                |                |                | 9,500          | 9,500          | 9,500          | 9,500          | 9,500          | 9,500          | 9,500          | 9,500          | 9,500          | \$ | 85,500.00           |
| Other Sources - Services   |                |                |                | 5,000          | 5,000          | 5,000          | 5,000          | 5,000          | 5,000          | 5,000          | 5,000          | 5,000          | \$ | 45,000.00           |
| Previous Years Balance Carry Forward   | 255,524        |                |                |                |                |                |                |                |                |                |                |                | \$ | 255,524.11          |
|  | <b>546,636</b> | <b>291,112</b> | <b>314,680</b> | <b>329,180</b> | \$ | <b>4,115,048.20</b> |
| <b>EXPENDITURES</b>  |                |                |                |                |                |                |                |                |                |                |                |                |    |                     |
| <b>Instruction</b>   |                |                |                |                |                |                |                |                |                |                |                |                |    |                     |
| Salaries (includes classroom teachers, contract or hourly, and teacher aides)                    |                | 50,413         | 105,867        | 105,867        | 105,867        | 105,867        | 105,867        | 105,867        | 105,867        | 105,867        | 105,867        | 105,867        | \$ | 1,109,081.64        |
| Fringe Benefits  |                | 11,595         | 24,349         | 24,349         | 24,349         | 24,349         | 24,349         | 24,349         | 24,349         | 24,349         | 24,349         | 24,349         | \$ | 255,088.78          |
| Contracted Professional Services (includes Therapists & other contracted instructional services) |                |                | 2,923          | 2,923          | 2,923          | 2,923          | 2,923          | 2,923          | 2,923          | 2,923          | 2,923          | 2,923          | \$ | 26,303.10           |
| Classroom Supplies & Equipment   |                | 7,233          | 7,233          | 7,453          |                |                |                |                |                |                |                |                | \$ | 21,919.25           |
| Teacher Supplies   |                | 5,626          | 5,626          | 5,796          |                |                |                |                |                |                |                |                | \$ | 17,048.31           |
| Textbooks and/or ebooks/Student Activities   |                | 14,869         | 14,869         | 15,319         |                |                |                |                |                |                |                |                | \$ | 45,056.24           |
| Supplemental instructional materials (CIRP/SIRP and Technology)                                  |                | 12,056         | 12,056         | 12,421         |                |                |                |                |                |                |                |                | \$ | 36,532.09           |
| Digital Education Content Materials (Leased)   |                |                |                |                |                |                |                |                |                |                |                | 53,580         | \$ | 53,580.39           |
| Computer - Equipment for Instruction (Leased)  |                | 15,431         | 15,431         | 15,899         |                |                |                |                |                |                |                |                | \$ | 46,761.07           |
| Computer Lab - Including Software  |                |                |                |                |                |                |                |                |                |                |                |                | \$ | -                   |
| Sub-Total Instruction  |                | 117,222        | 185,431        | 190,027        | 133,139        | 133,139        | 133,139        | 133,139        | 133,139        | 133,139        | 133,139        | 133,139        | \$ | 1,611,370.86        |
| <b>Pupil Personnel Services</b>  |                |                |                |                |                |                |                |                |                |                |                |                |    |                     |
| Salaries (includes counselor, school nurse, health assistant)                                    |                |                | 8,335          | 8,335          | 8,335          | 8,335          | 8,335          | 8,335          | 8,335          | 8,335          | 8,335          | 8,335          | \$ | 83,347.28           |
| Fringe Benefits  |                |                | 1,917          | 1,917          | 1,917          | 1,917          | 1,917          | 1,917          | 1,917          | 1,917          | 1,917          | 1,917          | \$ | 19,169.87           |
| Contracted Professional Services (counseling and psychological)                                  |                |                | 4,968          | 4,968          | 4,968          | 4,968          | 4,968          | 4,968          | 4,968          | 4,968          | 4,968          | 4,968          | \$ | 49,683.64           |
| Sub-Total Pupil Personnel Services   |                |                | 15,220         | 15,220         | 15,220         | 15,220         | 15,220         | 15,220         | 15,220         | 15,220         | 15,220         | 15,220         | \$ | 152,200.79          |
| <b>Media Services</b>  |                |                |                |                |                |                |                |                |                |                |                |                |    |                     |
| Salaries (includes Librarian)  |                |                |                |                |                |                |                |                |                |                |                |                | \$ | -                   |
| Fringe Benefits  |                |                |                |                |                |                |                |                |                |                |                |                | \$ | -                   |
| Library Books  |                |                |                |                |                |                |                |                |                |                |                |                | \$ | -                   |
| Audio Visual Materials   |                |                |                |                |                |                |                |                |                |                |                |                | \$ | -                   |
| Sub-Total Media Services   |                |                |                |                |                |                |                |                |                |                |                |                | \$ | -                   |
| <b>Curriculum Development</b>  |                |                |                |                |                |                |                |                |                |                |                |                |    |                     |
| Salaries (includes Curriculum Specialist)  |                |                |                |                |                |                |                |                |                |                |                |                | \$ | -                   |
| Fringe Benefits  |                |                |                |                |                |                |                |                |                |                |                |                | \$ | -                   |
| Curriculum Planning, Research, Development and Evaluation (part of ESP's Fee)                    | 4,668          | 4,668          | 4,668          | 4,668          | 4,668          | 4,668          | 4,668          | 4,668          | 4,668          | 4,668          | 4,668          | 4,668          | \$ | 56,015.86           |
| Development Supplies   |                |                |                |                |                |                |                |                |                |                |                |                | \$ | -                   |
| Student Activities   |                | 3,653          | 3,653          |                |                |                |                |                |                |                |                |                | \$ | 7,306.42            |
| Sub-Total Curriculum Development   | 4,668          | 8,321          | 8,321          | 4,668          | 4,668          | 4,668          | 4,668          | 4,668          | 4,668          | 4,668          | 4,668          | 4,668          | \$ | 63,322.28           |
| <b>Staff Development</b>   |                |                |                |                |                |                |                |                |                |                |                |                |    |                     |
| Workshops/Trainings  |                | 11,050         |                |                |                |                |                |                | 11,050         |                |                |                | \$ | 22,100.00           |
| Travel   |                |                |                |                |                |                |                |                |                |                |                |                | \$ | -                   |
| Professional Services  |                |                |                |                |                |                |                |                |                |                |                |                | \$ | -                   |
| Sub-Total Staff Development  |                | 11,050         |                |                |                |                |                |                | 11,050         |                |                |                | \$ | 22,100.00           |
| <b>Instruction Related Technology</b>  |                |                |                |                |                |                |                |                |                |                |                |                |    |                     |
| Salaries (includes Technology Personnel)   |                |                |                |                |                |                |                |                |                |                |                |                | \$ | -                   |
| Fringe Benefits  |                |                |                |                |                |                |                |                |                |                |                |                | \$ | -                   |
| Hardware Maintenance   |                | 3,247          | 3,247          |                |                |                |                |                |                |                |                |                | \$ | 6,494.59            |
| 3-5 graders having a laptop/netbook  |                |                |                | 3,608          | 3,608          | 3,608          | 3,608          | 3,608          | 3,608          | 3,608          | 3,608          | 3,608          | \$ | 32,472.96           |
| Computer Learning Labs   |                |                |                |                |                |                |                |                |                |                |                |                | \$ | -                   |
| Sub-Total Instruction Related Technology   |                | 3,247          | 3,247          | 3,608          | 3,608          | 3,608          | 3,608          | 3,608          | 3,608          | 3,608          | 3,608          | 3,608          | \$ | 38,967.56           |
| <b>Board</b>   |                |                |                |                |                |                |                |                |                |                |                |                |    |                     |
| Professional Services (Legal)  | 2,706          |                |                |                |                |                |                |                |                |                |                |                | \$ | 2,706.08            |
| Insurance (General Liability, D&O, Professional Liability)                                       | 4,871          |                |                | 4,871          |                |                | 4,871          |                |                | 4,871          |                |                | \$ | 19,483.78           |
| Travel   | 2,165          |                |                |                |                |                |                |                |                |                |                |                | \$ | 2,164.86            |
| Sub-Total Board  | 9,742          |                |                | 4,871          |                |                | 4,871          |                |                | 4,871          |                |                | \$ | 24,354.72           |
| <b>General Administration</b>  |                |                |                |                |                |                |                |                |                |                |                |                |    |                     |
| Management Fees (Portion of the \$450 fee charged by ESP)  | 9,133          | 9,133          | 9,133          | 9,133          | 9,133          | 9,133          | 9,133          | 9,133          | 9,133          | 9,133          | 9,133          | 9,133          | \$ | 109,596.26          |
| Administrative Fee   |                |                |                |                |                |                |                |                |                |                |                |                | \$ | -                   |
| Sub-Total General Administration   | 9,133          | 9,133          | 9,133          | 9,133          | 9,133          | 9,133          | 9,133          | 9,133          | 9,133          | 9,133          | 9,133          | 9,133          | \$ | 109,596.26          |

Somerset Academy Vera Beach - K-5

|  |               |               |               |               |               |               |               |               |               |               |               |               | YEAR 5           |    |                   |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|------------------|----|-------------------|
|  |               |               |               |               |               |               |               |               |               |               |               |               | 100 % Enrollment |    |                   |
| <b>School Administration</b>   |               |               |               |               |               |               |               |               |               |               |               |               |                  |    |                   |
| Salaries (includes Principal, Secretary & other Office Personnel)          | 12,275        | 12,275        | 12,275        | 12,275        | 12,275        | 12,275        | 12,275        | 12,275        | 12,275        | 12,275        | 12,275        | 12,275        | 12,275           | \$ | 147,298.54        |
| Fringe Benefits  | 2,823         | 2,823         | 2,823         | 2,823         | 2,823         | 2,823         | 2,823         | 2,823         | 2,823         | 2,823         | 2,823         | 2,823         | 2,823            | \$ | 33,878.66         |
| Equipment Rental / Lease   | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325              | \$ | 3,896.76          |
| Travel   |               |               |               | 1,299         |               |               |               |               |               |               |               |               |                  | \$ | 1,298.92          |
| Advertising and Promotion  | 812           | 812           | 812           |               |               |               |               |               |               |               |               |               |                  | \$ | 2,435.47          |
| License Fees   | 216           |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | 216.49            |
| Dues and Subscriptions   | 1,948         |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | 1,948.38          |
| Postage  |               |               | 130           | 130           | 130           | 130           | 130           | 130           | 130           | 130           | 130           | 130           | 130              | \$ | 1,298.92          |
| Printing   | 2,923         | 266           | 266           | 266           | 266           | 266           | 266           | 266           | 266           | 266           | 266           | 266           | 266              | \$ | 5,845.13          |
| Office Supplies  | 2,813         | 767           | 767           | 767           | 767           | 767           | 767           | 767           | 767           | 767           | 767           | 767           | 767              | \$ | 11,250.00         |
| Office Equipment   | 1,624         |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | 1,623.65          |
| Computer Equipment   | 1,082         |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | 1,082.43          |
| <b>Sub-Total School Administration</b>                                     | <b>26,841</b> | <b>17,267</b> | <b>17,397</b> | <b>17,884</b> | <b>16,585</b>    | \$ | <b>212,073.34</b> |
| <b>Facilities Acquisition &amp; Construction</b>                           |               |               |               |               |               |               |               |               |               |               |               |               |                  |    |                   |
| Building Lease / Rent (see budget summary for calculation)                 |               | 41,439        | 41,439        | 41,439        | 41,439        | 41,439        | 41,439        | 41,439        | 41,439        | 41,439        | 41,439        | 41,439        | 41,439           | \$ | 455,831.07        |
| Remodeling & Renovations   |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Purchase of Buildings & Fixed Equipment                                    |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Land   |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| <b>Sub-Total Facilities Acquisition &amp; Construction</b>                 | <b>-</b>      | <b>41,439</b>    | \$ | <b>455,831.07</b> |
| <b>Fiscal Services</b>   |               |               |               |               |               |               |               |               |               |               |               |               |                  |    |                   |
| Salaries (Business Manager, Accounting & Bookkeeping Personnel)            | 3,608         | 3,608         | 3,608         | 3,608         | 3,608         | 3,608         | 3,608         | 3,608         | 3,608         | 3,608         | 3,608         | 3,608         | 3,608            | \$ | 43,297.29         |
| Fringe Benefits  | 830           | 830           | 830           | 830           | 830           | 830           | 830           | 830           | 830           | 830           | 830           | 830           | 830              | \$ | 9,958.38          |
| Fee to County School Board - up to 250 students                            | 7,842         | 7,842         | 7,842         | 7,842         | 7,842         | 7,842         | 7,842         | 7,842         | 7,842         | 7,842         | 7,842         | 7,842         | 7,842            | \$ | 94,109.60         |
| Planning, Research, Development and Evaluation (Part of ESP's Fee)         | 4,465         | 4,465         | 4,465         | 4,465         | 4,465         | 4,465         | 4,465         | 4,465         | 4,465         | 4,465         | 4,465         | 4,465         | 4,465            | \$ | 53,580.39         |
| Professional Services - Annual Audit                                       | 767           | 767           | 767           | 767           | 767           | 767           | 767           | 767           | 767           | 767           | 767           | 767           | 767              | \$ | 9,200.67          |
| <b>Sub-Total Fiscal Services</b>   | <b>17,512</b>    | \$ | <b>210,146.33</b> |
| <b>Food Services</b>   |               |               |               |               |               |               |               |               |               |               |               |               |                  |    |                   |
| Salaries (Food Service Workers)  |               |               | 3,031         | 3,031         | 3,031         | 3,031         | 3,031         | 3,031         | 3,031         | 3,031         | 3,031         | 3,031         | 3,031            | \$ | 30,308.10         |
| Fringe Benefits  |               |               | 697           | 697           | 697           | 697           | 697           | 697           | 697           | 697           | 697           | 697           | 697              | \$ | 6,970.86          |
| Food   |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Food, Materials & Supplies - Vendor provided meals 90% Participation       |               |               | 19,412        | 19,412        | 19,412        | 19,412        | 19,412        | 19,412        | 19,412        | 19,412        | 19,412        | 19,412        | 19,412           | \$ | 194,116.89        |
| Equipment Rental / Lease (provided by food vendor)                         |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Inspection fees  |               |               | 16            | 16            | 16            | 16            | 16            | 16            | 16            | 16            | 16            | 16            | 16               | \$ | 162.36            |
| <b>Sub-Total Food Services</b>   | <b>-</b>      | <b>-</b>      | <b>23,156</b>    | \$ | <b>231,558.22</b> |
| <b>Pupil Transportation Services</b>                                       |               |               |               |               |               |               |               |               |               |               |               |               |                  |    |                   |
| Salaries (Drivers & Transportation workers)                                |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Fringe Benefits  |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Contracted Transportation Services - \$235 per bus per day 40% utilization |               |               | 14,310        | 14,310        | 14,310        | 14,310        | 14,310        | 14,310        | 14,310        | 14,310        | 14,310        | 14,310        | 14,310           | \$ | 143,100.00        |
| Field Trip Expenses for competitions                                       |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Buses  |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Repairs & Maintenance  |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Fuel   |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| <b>Sub-Total Pupil Transportation Services</b>                             | <b>-</b>      | <b>-</b>      | <b>14,310</b>    | \$ | <b>143,100.00</b> |
| <b>Operation of Plant</b>  |               |               |               |               |               |               |               |               |               |               |               |               |                  |    |                   |
| Salaries (Custodian, crossing guards, security)                            | 3,753         | 3,753         | 3,753         | 3,753         | 3,753         | 3,753         | 3,753         | 3,753         | 3,753         | 3,753         | 3,753         | 3,753         | 3,753            | \$ | 45,030.91         |
| Fringe benefits  | 863           | 863           | 863           | 863           | 863           | 863           | 863           | 863           | 863           | 863           | 863           | 863           | 863              | \$ | 10,357.11         |
| Purchased Service (Custodial, fire and alarm, etc)                         | 5,412         | 5,412         | 5,412         | 5,412         | 5,412         | 5,412         | 5,412         | 5,412         | 5,412         | 5,412         | 5,412         | 5,412         | 5,412            | \$ | 64,945.93         |
| Lawn Maintenance   | 433           | 433           | 433           | 433           | 433           | 433           | 433           | 433           | 433           | 433           | 433           | 433           | 433              | \$ | 5,195.67          |
| Pest Control   | 87            | 87            | 87            | 87            | 87            | 87            | 87            | 87            | 87            | 87            | 87            | 87            | 87               | \$ | 1,039.13          |
| Security Services  | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325              | \$ | 3,896.76          |
| Property Insurance   | 5,196         | 5,196         | 5,196         | 5,196         | 5,196         | 5,196         | 5,196         | 5,196         | 5,196         | 5,196         | 5,196         | 5,196         | 5,196            | \$ | 62,348.09         |
| Telephone Services   | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325           | 325              | \$ | 3,896.76          |
| Water & Sewer  | 173           | 173           | 173           | 173           | 173           | 173           | 173           | 173           | 173           | 173           | 173           | 173           | 173              | \$ | 2,078.27          |
| Electricity  | 5,629         | 5,629         | 5,629         | 5,629         | 5,629         | 5,629         | 5,629         | 5,629         | 5,629         | 5,629         | 5,629         | 5,629         | 5,629            | \$ | 67,543.77         |
| Custodial Supplies & Equipment   |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| <b>Sub-Total Operation of Plant</b>  | <b>22,194</b>    | \$ | <b>266,332.40</b> |
| <b>Maintenance of Plant</b>  |               |               |               |               |               |               |               |               |               |               |               |               |                  |    |                   |
| Repairs & Maintenance  |               | 3,191         | 3,191         | 3,191         | 3,191         | 3,191         | 3,191         | 3,191         | 3,191         | 3,191         | 3,191         | 3,191         | 3,191            | \$ | 35,100.00         |
| Supplies   |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| <b>Sub-Total Maintenance of Plant</b>                                      | <b>-</b>      | <b>3,191</b>     | \$ | <b>35,100.00</b>  |
| <b>Administrative Technology Services</b>                                  |               |               |               |               |               |               |               |               |               |               |               |               |                  |    |                   |
| Internal Technology Support  |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Technology Personnel   |               |               |               |               |               |               |               |               |               |               |               |               |                  | \$ | -                 |
| Systems Operation  | 1,624         | 1,624         | 1,624         | 1,624         | 1,624         | 1,624         | 1,624         | 1,624         | 1,624         | 1,624         | 1,624         | 1,624         | 1,624            | \$ | 19,483.78         |

Somerset Academy Vero Beach - K-5

|  |               |               |                |                |               |               |               |               |               |               |               |                 | YEAR 5           |              |
|--|---------------|---------------|----------------|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-----------------|------------------|--------------|
|  |               |               |                |                |               |               |               |               |               |               |               |                 | 100 % Enrollment |              |
| <b>Systems Planning &amp; Analysis</b>                                   |               |               |                |                |               |               |               |               |               |               |               |                 | \$               |              |
| <i>Sub-Total Administrative Technology Services</i>                      | 1,624         | 1,624         | 1,624          | 1,624          | 1,624         | 1,624         | 1,624         | 1,624         | 1,624         | 1,624         | 1,624         | 1,624           | \$               | 19,483.78    |
| <b>After Care Programs</b>   |               |               |                |                |               |               |               |               |               |               |               |                 | \$               |              |
| After Care Salary  |               |               |                |                |               |               |               |               |               |               |               |                 | \$               |              |
| Fringe Benefits  |               |               |                |                |               |               |               |               |               |               |               |                 | \$               |              |
| <i>Sub-Total After Care Programs</i>                                     |               |               |                |                |               |               |               |               |               |               |               |                 | \$               |              |
| <b>Debt Service</b>  |               |               |                |                |               |               |               |               |               |               |               |                 | \$               |              |
| Redemption of Principal  |               |               |                |                |               |               |               |               |               |               |               |                 | \$               |              |
| Interest (Interest Only at 6%)   |               |               |                |                |               |               |               |               |               |               |               |                 | \$               |              |
| <i>Sub-Total Debt Service</i>  |               |               |                |                |               |               |               |               |               |               |               |                 | \$               |              |
| <b>Contingency</b>   |               |               |                |                |               |               |               |               |               |               |               |                 | \$               |              |
| Operating expense contingency - 3% of FEFP - Considered restricted funds |               |               |                |                |               |               |               |               |               |               |               | 115,786         | \$               | 115,785.72   |
| <i>Sub-Total Contingency</i>   |               |               |                |                |               |               |               |               |               |               |               | 115,786         | \$               | 115,785.72   |
| <b>Total Expenditures</b>  | \$ 91,713.77  | \$ 252,201.55 | \$ 362,175.86  | \$ 368,837.24  | \$ 305,779.61 | \$ 305,779.61 | \$ 310,650.56 | \$ 305,779.61 | \$ 316,829.61 | \$ 310,650.56 | \$ 305,779.61 | \$ 475,145.73   | \$               | 3,711,323.32 |
| <b>Excess of Revenues over Expenditures</b>                              | \$ 454,922.70 | \$ 38,910.81  | \$ (47,495.92) | \$ (39,657.30) | \$ 23,400.33  | \$ 23,400.33  | \$ 18,529.38  | \$ 23,400.33  | \$ 12,350.33  | \$ 18,529.38  | \$ 23,400.33  | \$ (145,965.79) | \$               | 403,724.88   |
| <b>Fund Balance</b>  | \$ 454,922.70 | \$ 493,833.51 | \$ 446,337.58  | \$ 406,680.28  | \$ 430,080.61 | \$ 453,480.93 | \$ 472,010.31 | \$ 495,410.64 | \$ 507,760.96 | \$ 528,290.34 | \$ 549,690.67 | \$ 403,724.88   |                  |              |

**Revenue Estimate Worksheet for Somerset Academy Vero Beach - K-5**  
**Based on the 2015-16 FEFP Conference Report**  
**Indian River**

School District:

**1. 2015-16 FEFP State and Local Funding**

Base Student Allocation \$4,154.45 District Cost Differential: 0.9978

| Program                            | Number of FTE<br>(1) | Program<br>Cost Factor<br>(3) | Weighted FTE<br>(2) x (3)<br>(4) | 2015-16<br>Base Funding<br>(WFTE x BSA x DCD)<br>(5) |                  |
|------------------------------------|----------------------|-------------------------------|----------------------------------|--|------------------|
|                                    |                      |                               |                                  |  |                  |
| 101 Basic K-3                      | 207.00               | 1.115                         | 230.8050                         | \$   | 956,758          |
| 111 Basic K-3 with ESE Services    | 30.00                | 1.115                         | 33.4500                          | \$   | 138,661          |
| 102 Basic 4-8                      | 54.00                | 1.000                         | 54.0000                          | \$   | 223,847          |
| 112 Basic 4-8 with ESE Services    | 8.00                 | 1.000                         | 8.0000                           | \$   | 33,162           |
| 103 Basic 9-12                     | 0.00                 | 1.005                         | 0.0000                           | \$   | -                |
| 113 Basic 9-12 with ESE Services   | 0.00                 | 1.005                         | 0.0000                           | \$   | -                |
| 254 ESE Level 4 (Grade Level PK-3) |                      | 3.613                         | 0.0000                           | \$   | -                |
| 254 ESE Level 4 (Grade Level 4-8)  |                      | 3.613                         | 0.0000                           | \$   | -                |
| 254 ESE Level 4 (Grade Level 9-12) |                      | 3.613                         | 0.0000                           | \$   | -                |
| 255 ESE Level 5 (Grade Level PK-3) |                      | 5.258                         | 0.0000                           | \$   | -                |
| 255 ESE Level 5 (Grade Level 4-8)  |                      | 5.258                         | 0.0000                           | \$   | -                |
| 255 ESE Level 5 (Grade Level 9-12) |                      | 5.258                         | 0.0000                           | \$   | -                |
| 130 ESOL (Grade Level PK-3)        | 12.00                | 1.180                         | 14.1600                          | \$   | 58,698           |
| 130 ESOL (Grade Level 4-8)         | 3.00                 | 1.180                         | 3.5400                           | \$   | 14,674           |
| 130 ESOL (Grade Level 9-12)        | 0.00                 | 1.180                         | 0.0000                           | \$   | -                |
| 300 Career Education (Grades 9-12) |                      | 1.005                         | 0.0000                           | \$   | -                |
| <b>Totals</b>                      | <b>314.00</b>        |                               | <b>343.9550</b>                  | <b>\$</b>  | <b>1,425,800</b> |

Letters in Parentheses Refer to Notes at Bottom of Worksheet:

| Additional FTE (a)                  | Number of FTE   | 2015-16<br>Base Funding<br>(WFTE x BSA x DCD) |                     |
|-------------------------------------|-----------------|---|---------------------|
|                                     |                 |   |                     |
| Advanced Placement                  |                 | \$  | -                   |
| International Baccalaureate         |                 | \$  | -                   |
| Advanced International Certificate  |                 | \$  | -                   |
| Industry Certified Career Education |                 | \$  | -                   |
| Early High School Graduation        |                 | \$  | -                   |
| Small District ESE Supplement       |                 | \$  | -                   |
| <b>Total Additional FTE</b>         | <b>0.0000</b>   | <b>Additional Base Funds</b>                  | <b>\$ -</b>         |
| <b>Total Funded Weighted FTE</b>    | <b>343.9550</b> | <b>Total Base Funding</b>                     | <b>\$ 1,425,800</b> |

| 2. ESE Guaranteed Allocation:  | FTE          | Grade Level | Matrix<br>Level | Guarantee Per<br>Student   |           |               |
|--|--------------|-------------|-----------------|----------------------------|-----------|---------------|
|  |              |             |                 | \$                         | \$        |               |
|  | 30.00        | PK-3        | 251             | \$ 999                     | \$        | 29,970        |
| Additional Funding from the ESE Guaranteed Allocation. Enter the FTE from 111,112 and 113 by grade and matrix level. Students who do not have a matrix level should be considered 251. This total should equal all FTE from programs 111, 112 and 113 above. | 8.00         | PK-3        | 252             | \$ 3,227                   | \$        | -             |
|  |              | PK-3        | 253             | \$ 6,586                   | \$        | -             |
|  |              | 4-8         | 251             | \$ 1,121                   | \$        | 8,968         |
|  |              | 4-8         | 252             | \$ 3,348                   | \$        | -             |
|  |              | 4-8         | 253             | \$ 6,707                   | \$        | -             |
|  | 0.00         | 9-12        | 251             | \$ 798                     | \$        | -             |
|  |              | 9-12        | 252             | \$ 3,025                   | \$        | -             |
|  |              | 9-12        | 253             | \$ 6,384                   | \$        | -             |
| <b>Total FTE with ESE Services</b>   | <b>38.00</b> |             |                 | <b>Total ESE Guarantee</b> | <b>\$</b> | <b>38,938</b> |

3A. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C27 above by the district's total UFTE to obtain school's UFTE share. Charter School UFTE: 314.00 ÷ District's Total UFTE: 17,692.63 = 1.7748%

3B. Divide school's Weighted FTE (WFTE) total computed in Section 1, cell E38 above by the district's total WFTE to obtain school's WFTE share. Charter School WFTE: 343.96 ÷ District's Total WFTE: 19,194.47 = 1.7919%

|  |        |                  |   |         |    |               |
|--|--------|------------------|---|---------|----|---------------|
| 4. Supplemental Academic Instruction (UFTE share)                          | (b)    | <u>3,584,647</u> | x | 1.7748% | \$ | <u>63,620</u> |
| 5. Discretionary Millage Compression Allocation<br>.748 Mills (UFTE share) | (b)    | <u>0</u>         | x | 1.7748% | \$ | <u>-</u>      |
| 6. Digital Classrooms Allocation (UFTE share)                              | (b)(d) | <u>519,424</u>   | x | 1.7748% | \$ | <u>9,219</u>  |
| 7. Safe Schools Allocation (UFTE share)                                    | (b)    | <u>403,501</u>   | x | 1.7748% | \$ | <u>7,161</u>  |
| 8. Instructional Materials Allocation (UFTE share)                         | (b)    | <u>1,319,618</u> | x | 1.7748% | \$ | <u>23,421</u> |
| Dual Enrollment Instructional Materials Allocation                         | (e)    |                  |   |         |    |               |
| ESE Applications Allocation:   |        |                  |   |         |    |               |

Charter schools should contact their school district sponsor regarding eligibility and distribution of ESE Applications funds.

|   |     |                   |   |         |    |                |
|---|-----|-------------------|---|---------|----|----------------|
| 9. Declining Enrollment (WFTE share)          | (c) | <u>0</u>          | x | 1.7919% | \$ | <u>-</u>       |
| 10. Sparsity Supplement (WFTE share)          | (c) | <u>0</u>          | x | 1.7919% | \$ | <u>-</u>       |
| 11. Discretionary Local Effort (WFTE share)   | (c) | <u>11,108,382</u> | x | 1.7919% | \$ | <u>199,051</u> |
| 12. Proration to Funds Available (WFTE share) | (c) | <u>0</u>          | x | 1.7919% | \$ | <u>-</u>       |
| 13. Discretionary Lottery (WFTE share)        | (c) | <u>63,227</u>     | x | 1.7919% | \$ | <u>1,133</u>   |

14. Class Size Reduction Funds:

|         | Weighted FTE (not including Add-On) | X | DCD    | X | Allocation factors               | =  |                |
|---------|-------------------------------------|---|--------|---|----------------------------------|----|----------------|
| PK - 3  | 278.4150                            |   | 0.9978 |   | 1,313.27                         | =  | <u>364,830</u> |
| 4-8     | 65.5400                             |   | 0.9978 |   | 895.79                           | =  | <u>58,581</u>  |
| 9-12    | 0.0000                              |   | 0.9978 |   | 897.95                           | =  | <u>0</u>       |
| Total * | <u>343.9550</u>                     |   |        |   | Total Class Size Reduction Funds | \$ | <u>423,411</u> |

(\*Total FTE should equal total in Section 1, column (4) and should not include any additional FTE from Section 1.)

15. Student Transportation

|                                    |     |  |   |       |    |               |
|------------------------------------|-----|--|---|-------|----|---------------|
| Enter All Adjusted Fundable Riders | (f) |  | x | 396   | \$ | <u>49,896</u> |
| Enter All Adjusted ESE Riders      |     |  | x | 1,485 | \$ | <u>-</u>      |

16. Federally Connected Student Supplement

| Impact Aid Student Type    | Number of Students | Exempt Property Allocation | Impact Aide Student Allocation | Total       |
|----------------------------|--------------------|----------------------------|--------------------------------|-------------|
| Military and Indian Lands  |                    | \$0.00                     | \$0.00                         | \$ -        |
| Civilians on Federal Lands |                    | \$0.00                     | \$0.00                         | \$ -        |
| Students with Disabilities |                    |                            | \$0.00                         | \$ -        |
| <b>Total</b>               |                    |                            |                                | <b>\$ -</b> |

17. Florida Teachers Classroom Supply Assistance Program

18. Reading Allocation

Charter schools should contact their school district sponsor regarding eligibility and distribution of reading allocation funds.

19. Food Service Allocation

Total \$ 2,241,650

20. Funding for the purpose of calculating the administrative fee for ESE charter schools.

If you have more than a 75% ESE student population, please place a 1 in the following box:

|                              |     |    |              |
|------------------------------|-----|----|--------------|
|                              | (j) | \$ | <u>-</u>     |
| Average Revenue per Student: |     | \$ | <u>7,139</u> |

NOTES:

- (a) Additional FTE includes FTE earned through Advanced Placement, International Baccalaureate, Advanced International Certificate of Education, Industry Certified Career Education (CAPE), Early High School Graduation and the small district ESE Supplement, pursuant to s. 1011.62(1)(l-p), F.S.
- (b) District allocations multiplied by percentage from item 3A.
- (c) District allocations multiplied by percentage from item 3B.
- (d) The Digital Classroom Allocation is provided pursuant to s. 1011.62(12), F.S., and requires that charter schools submit a digital classrooms plan to their school district for approval by the Department of Education prior to distribution of funds.

(e) School districts are required to pay for instructional materials used for the instruction of public high school students who are earning credit toward high school graduation under the dual enrollment program as provided in s. 1011.62(1)(j), F.S.

(f) Numbers entered here will be multiplied by the district level transportation funding per rider. "All Adjusted Fundable Riders" should include both basic and ESE Riders. "All Adjusted ESE Riders" should include only ESE Riders.

(g) The Federally Connected Student Supplement provides additional funding for students on federal lands that receive Section 8003 impact aide pursuant to s. 1011.62(13), F.S.

(h) Teacher Classroom Supply Assistance Program allocation pursuant to s. 1012.71, F.S., for certified teachers employed by a public school district or public charter school before September 1 of each year whose full-time or job-share responsibility is the classroom instruction of students in prekindergarten through grade 12, including full-time media specialists and certified school counselors serving students in prekindergarten through grade 12, who are funded through the FEFP.

(i) Funding based on student eligibility and meals provided, if participating in the National School Lunch Program.

(j) Consistent with s. 1002.33(20)(a), F.S., for charter schools with a population of 75% or more ESE students, the administrative fee shall be calculated based on unweighted full-time equivalent students.

Administrative fees:

*Administrative fees charged by the school district pursuant to s. 1002.33(20)(a), F.S., shall be calculated based upon 5% of available funds from the FEFP and categorical funding for which charter students may be eligible. For charter schools with a population of 251 or more students the difference in the fee calculation and the fee withheld may only be used for capital outlay purposes specified in s. 1013.62(2), F.S. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 5%.*

*For high performing charter schools, administrative fees charged by the school district shall be calculated based upon 2% of available funds from the FEFP and categorical funding for which charter students may be eligible. For charter schools with a population of 251 or more students the difference in the fee calculation and the fee withheld may only be used for capital outlay purposes specified in s. 1013.62(2), F.S. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 2%.*

Other:

*FEFP and categorical funding are recalculated during the year to reflect the revised number of full-time equivalent students reported during the survey periods designated by the Commissioner of Education.*

*Revenues flow to districts from state sources and from county tax collectors on various distribution schedules.*

**Revenue Estimate Worksheet for Somerset Academy Vero Beach - K-5**  
Based on the 2015-16 FEFP Conference Report

School District: Indian River

**1. 2015-16 FEFP State and Local Funding**

Base Student Allocation \$4,154.45 District Cost Differential: 0.9978

| Program                            | Number of FTE<br>(1) | Program<br>Cost Factor<br>(3) | Weighted FTE<br>(2) x (3)<br>(4) | 2015-16<br>Base Funding   |
|------------------------------------|----------------------|-------------------------------|----------------------------------|---------------------------|
|                                    |                      |                               |                                  | (WFTE x BSA x DCD)<br>(5) |
| 101 Basic K-3                      | 222.00               | 1.115                         | 247.5300                         | \$ 1,026,089              |
| 111 Basic K-3 with ESE Services    | 32.00                | 1.115                         | 35.6800                          | \$ 147,905                |
| 102 Basic 4-8                      | 91.00                | 1.000                         | 91.0000                          | \$ 377,223                |
| 112 Basic 4-8 with ESE Services    | 13.00                | 1.000                         | 13.0000                          | \$ 53,889                 |
| 103 Basic 9-12                     | 0.00                 | 1.005                         | 0.0000                           | \$ -                      |
| 113 Basic 9-12 with ESE Services   | 0.00                 | 1.005                         | 0.0000                           | \$ -                      |
| 254 ESE Level 4 (Grade Level PK-3) |                      | 3.613                         | 0.0000                           | \$ -                      |
| 254 ESE Level 4 (Grade Level 4-8)  |                      | 3.613                         | 0.0000                           | \$ -                      |
| 254 ESE Level 4 (Grade Level 9-12) |                      | 3.613                         | 0.0000                           | \$ -                      |
| 255 ESE Level 5 (Grade Level PK-3) |                      | 5.258                         | 0.0000                           | \$ -                      |
| 255 ESE Level 5 (Grade Level 4-8)  |                      | 5.258                         | 0.0000                           | \$ -                      |
| 255 ESE Level 5 (Grade Level 9-12) |                      | 5.258                         | 0.0000                           | \$ -                      |
| 130 ESOL (Grade Level PK-3)        | 13.00                | 1.180                         | 15.3400                          | \$ 63,589                 |
| 130 ESOL (Grade Level 4-8)         | 5.00                 | 1.180                         | 5.9000                           | \$ 24,457                 |
| 130 ESOL (Grade Level 9-12)        | 0.00                 | 1.180                         | 0.0000                           | \$ -                      |
| 300 Career Education (Grades 9-12) |                      | 1.005                         | 0.0000                           | \$ -                      |
| <b>Totals</b>                      | <b>376.00</b>        |                               | <b>408.4500</b>                  | <b>\$ 1,693,152</b>       |

Letters in Parentheses Refer to Notes at Bottom of Worksheet:

| Additional FTE (a)                  | Number of FTE   | 2015-16<br>Base Funding<br>(WFTE x BSA x DCD) |                     |
|-------------------------------------|-----------------|---|---------------------|
|                                     |                 |   |                     |
| Advanced Placement                  |                 | \$  | -                   |
| International Baccalaureate         |                 | \$  | -                   |
| Advanced International Certificate  |                 | \$  | -                   |
| Industry Certified Career Education |                 | \$  | -                   |
| Early High School Graduation        |                 | \$  | -                   |
| Small District ESE Supplement       |                 | \$  | -                   |
| <b>Total Additional FTE</b>         | <b>0.0000</b>   | <b>Additional Base Funds</b>                  | <b>\$ -</b>         |
| <b>Total Funded Weighted FTE</b>    | <b>408.4500</b> | <b>Total Base Funding</b>                     | <b>\$ 1,693,152</b> |

| 2. ESE Guaranteed Allocation:  | FTE          | Grade Level | Matrix<br>Level | Guarantee Per<br>Student   |                  |
|--|--------------|-------------|-----------------|----------------------------|------------------|
|  |              |             |                 |                            |                  |
|  | 32.00        | PK-3        | 251             | \$ 999                     | \$ 31,968        |
| Additional Funding from the ESE Guaranteed Allocation. Enter the FTE from 111,112 and 113 by grade and matrix level. Students who do not have a matrix level should be considered 251. This total should equal all FTE from programs 111, 112 and 113 above. |              | PK-3        | 252             | \$ 3,227                   | \$ -             |
|  |              | PK-3        | 253             | \$ 6,586                   | \$ -             |
|  | 13.00        | 4-8         | 251             | \$ 1,121                   | \$ 14,573        |
|  |              | 4-8         | 252             | \$ 3,348                   | \$ -             |
|  |              | 4-8         | 253             | \$ 6,707                   | \$ -             |
|  | 0.00         | 9-12        | 251             | \$ 798                     | \$ -             |
|  |              | 9-12        | 252             | \$ 3,025                   | \$ -             |
|  |              | 9-12        | 253             | \$ 6,384                   | \$ -             |
| <b>Total FTE with ESE Services</b>   | <b>45.00</b> |             |                 | <b>Total ESE Guarantee</b> | <b>\$ 46,541</b> |

3A. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C27 above by the district's total UFTE to obtain school's UFTE share. Charter School UFTE: 376.00 ÷ District's Total UFTE: 17,692.63 = 2.1252%

3B. Divide school's Weighted FTE (WFTE) total computed in Section 1, cell E38 above by the district's total WFTE to obtain school's WFTE share. Charter School WFTE: 408.45 ÷ District's Total WFTE: 19,194.47 = 2.1280%

|  |        |                  |   |         |    |               |
|--|--------|------------------|---|---------|----|---------------|
| 4. Supplemental Academic Instruction (UFTE share)                          | (b)    | <u>3,584,647</u> | x | 2.1252% | \$ | <u>76,181</u> |
| 5. Discretionary Millage Compression Allocation<br>.748 Mills (UFTE share) | (b)    | <u>0</u>         | x | 2.1252% | \$ | <u>-</u>      |
| 6. Digital Classrooms Allocation (UFTE share)                              | (b)(d) | <u>519,424</u>   | x | 2.1252% | \$ | <u>11,039</u> |
| 7. Safe Schools Allocation (UFTE share)                                    | (b)    | <u>403,501</u>   | x | 2.1252% | \$ | <u>8,575</u>  |
| 8. Instructional Materials Allocation (UFTE share)                         | (b)    | <u>1,319,618</u> | x | 2.1252% | \$ | <u>28,045</u> |
| Dual Enrollment Instructional Materials Allocation                         | (e)    |                  |   |         |    |               |
| ESE Applications Allocation:   |        |                  |   |         |    |               |

Charter schools should contact their school district sponsor regarding eligibility and distribution of ESE Applications funds.

|   |     |                   |   |         |    |                |
|---|-----|-------------------|---|---------|----|----------------|
| 9. Declining Enrollment (WFTE share)          | (c) | <u>0</u>          | x | 2.1280% | \$ | <u>-</u>       |
| 10. Sparsity Supplement (WFTE share)          | (c) | <u>0</u>          | x | 2.1280% | \$ | <u>-</u>       |
| 11. Discretionary Local Effort (WFTE share)   | (c) | <u>11,108,382</u> | x | 2.1280% | \$ | <u>236,386</u> |
| 12. Proration to Funds Available (WFTE share) | (c) | <u>0</u>          | x | 2.1280% | \$ | <u>-</u>       |
| 13. Discretionary Lottery (WFTE share)        | (c) | <u>63,227</u>     | x | 2.1280% | \$ | <u>1,345</u>   |

14. Class Size Reduction Funds:

|                | Weighted FTE (not including Add-On) | X | DCD    | X | Allocation factors                      | = |                          |
|----------------|-------------------------------------|---|--------|---|---|---|--------------------------|
| PK - 3         | 298.5500                            |   | 0.9978 |   | 1,313.27                                | = | <u>391,214</u>           |
| 4-8            | 109.9000                            |   | 0.9978 |   | 895.79                                  | = | <u>98,231</u>            |
| 9-12           | 0.0000                              |   | 0.9978 |   | 897.95                                  | = | <u>0</u>                 |
| <b>Total *</b> | <b>408.4500</b>                     |   |        |   | <b>Total Class Size Reduction Funds</b> |   | <b>\$ <u>489,445</u></b> |

(\*Total FTE should equal total in Section 1, column (4) and should not include any additional FTE from Section 1.)

15. Student Transportation

|                                    |     |  |   |       |    |               |
|------------------------------------|-----|--|---|-------|----|---------------|
| Enter All Adjusted Fundable Riders | (f) |  | x | 396   | \$ | <u>59,796</u> |
| Enter All Adjusted ESE Riders      |     |  | x | 1,485 | \$ | <u>-</u>      |

16. Federally Connected Student Supplement

| Impact Aid Student Type    | Number of Students | Exempt Property Allocation | Impact Aide Student Allocation | Total       |
|----------------------------|--------------------|----------------------------|--------------------------------|-------------|
| Military and Indian Lands  |                    | \$0.00                     | \$0.00                         | \$ -        |
| Civilians on Federal Lands |                    | \$0.00                     | \$0.00                         | \$ -        |
| Students with Disabilities |                    |                            | \$0.00                         | \$ -        |
| <b>Total</b>               |                    |                            |                                | <b>\$ -</b> |

17. Florida Teachers Classroom Supply Assistance Program

18. Reading Allocation

Charter schools should contact their school district sponsor regarding eligibility and distribution of reading allocation funds.

19. Food Service Allocation

**Total \$ 2,650,505**

20. Funding for the purpose of calculating the administrative fee for ESE charter schools.

If you have more than a 75% ESE student population, please place a 1 in the following box:

|                                     |     |  |    |                 |
|-------------------------------------|-----|--|----|-----------------|
|                                     | (j) |  | \$ | <u>-</u>        |
| Average Revenue per Student:        |     |  | \$ | <u>7,049</u>    |
| Revenue Increase from Previous Year |     |  |    | <u>2%</u>       |
| Adjusted Revenue Per Student        |     |  | \$ | <u>7,190.20</u> |

NOTES:

- (a) Additional FTE includes FTE earned through Advanced Placement, International Baccalaureate, Advanced International Certificate of Education, Industry Certified Career Education (CAPE), Early High School Graduation and the small district ESE Supplement, pursuant to s. 1011.62(1)(l-p), F.S.
- (b) District allocations multiplied by percentage from item 3A.
- (c) District allocations multiplied by percentage from item 3B.
- (d) The Digital Classroom Allocation is provided pursuant to s. 1011.62(12), F.S., and requires that charter schools submit a digital classrooms plan to their school district for approval by the Department of Education prior to distribution of funds.

(e) School districts are required to pay for instructional materials used for the instruction of public high school students who are earning credit toward high school graduation under the dual enrollment program as provided in s. 1011.62(l)(i), F.S.

(f) Numbers entered here will be multiplied by the district level transportation funding per rider. "All Adjusted Fundable Riders" should include both basic and ESE Riders. "All Adjusted ESE Riders" should include only ESE Riders.

(g) The Federally Connected Student Supplement provides additional funding for students on federal lands that receive Section 8003 impact aide pursuant to s. 1011.62(13), F.S.

(h) Teacher Classroom Supply Assistance Program allocation pursuant to s. 1012.71, F.S., for certified teachers employed by a public school district or public charter school before September 1 of each year whose full-time or job-share responsibility is the classroom instruction of students in prekindergarten through grade 12, including full-time media specialists and certified school counselors serving students in prekindergarten through grade 12, who are funded through the FEFP.

(i) Funding based on student eligibility and meals provided, if participating in the National School Lunch Program.

(j) Consistent with s. 1002.33(20)(a), F.S., for charter schools with a population of 75% or more ESE students, the administrative fee shall be calculated based on unweighted full-time equivalent students.

Administrative fees:

*Administrative fees charged by the school district pursuant to s. 1002.33(20)(a), F.S., shall be calculated based upon 5% of available funds from the FEFP and categorical funding for which charter students may be eligible. For charter schools with a population of 251 or more students the difference in the fee calculation and the fee withheld may only be used for capital outlay purposes specified in s. 1013.62(2), F.S. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 5%.*

*For high performing charter schools, administrative fees charged by the school district shall be calculated based upon 2% of available funds from the FEFP and categorical funding for which charter students may be eligible. For charter schools with a population of 251 or more students the difference in the fee calculation and the fee withheld may only be used for capital outlay purposes specified in s. 1013.62(2), F.S. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 2%.*

Other:

*FEFP and categorical funding are recalculated during the year to reflect the revised number of full-time equivalent students reported during the survey periods designated by the Commissioner of Education.*

*Revenues flow to districts from state sources and from county tax collectors on various distribution schedules.*

**Revenue Estimate Worksheet for Somerset Academy Vero Beach - K-5**  
Based on the 2015-16 FEFP Conference Report

School District:

Indian River

**1. 2015-16 FEFP State and Local Funding**

Base Student Allocation

\$4,154.45

District Cost Differential: 0.9978

| Program                            | (1) | Number of FTE<br>(2) | Program<br>Cost Factor<br>(3) | Weighted FTE<br>(2) x (3)<br>(4) | 2015-16<br>Base Funding<br>(WFTE x BSA x DCD)<br>(5) |                  |
|------------------------------------|-----|----------------------|-------------------------------|----------------------------------|--|------------------|
|                                    |     |                      |                               |                                  |  |                  |
| 101 Basic K-3                      |     | 237.00               | 1.115                         | 264.2550                         | \$   | 1,095,419        |
| 111 Basic K-3 with ESE Services    |     | 34.00                | 1.115                         | 37.9100                          | \$   | 157,149          |
| 102 Basic 4-8                      |     | 107.00               | 1.000                         | 107.0000                         | \$   | 443,548          |
| 112 Basic 4-8 with ESE Services    |     | 16.00                | 1.000                         | 16.0000                          | \$   | 66,325           |
| 103 Basic 9-12                     |     | 0.00                 | 1.005                         | 0.0000                           | \$   | -                |
| 113 Basic 9-12 with ESE Services   |     | 0.00                 | 1.005                         | 0.0000                           | \$   | -                |
| 254 ESE Level 4 (Grade Level PK-3) |     |                      | 3.613                         | 0.0000                           | \$   | -                |
| 254 ESE Level 4 (Grade Level 4-8)  |     |                      | 3.613                         | 0.0000                           | \$   | -                |
| 254 ESE Level 4 (Grade Level 9-12) |     |                      | 3.613                         | 0.0000                           | \$   | -                |
| 255 ESE Level 5 (Grade Level PK-3) |     |                      | 5.258                         | 0.0000                           | \$   | -                |
| 255 ESE Level 5 (Grade Level 4-8)  |     |                      | 5.258                         | 0.0000                           | \$   | -                |
| 255 ESE Level 5 (Grade Level 9-12) |     |                      | 5.258                         | 0.0000                           | \$   | -                |
| 130 ESOL (Grade Level PK-3)        |     | 14.00                | 1.180                         | 16.5200                          | \$   | 68,481           |
| 130 ESOL (Grade Level 4-8)         |     | 7.00                 | 1.180                         | 8.2600                           | \$   | 34,240           |
| 130 ESOL (Grade Level 9-12)        |     | 0.00                 | 1.180                         | 0.0000                           | \$   | -                |
| 300 Career Education (Grades 9-12) |     |                      | 1.005                         | 0.0000                           | \$   | -                |
| <b>Totals</b>                      |     | <b>415.00</b>        |                               | <b>449.9450</b>                  | <b>\$</b>  | <b>1,865,162</b> |

Letters in Parentheses Refer to Notes at Bottom of Worksheet:

| Additional FTE (a)                  | Number of FTE   | 2015-16<br>Base Funding<br>(WFTE x BSA x DCD) |                     |
|-------------------------------------|-----------------|---|---------------------|
|                                     |                 |   |                     |
| Advanced Placement                  |                 | \$  | -                   |
| International Baccalaureate         |                 | \$  | -                   |
| Advanced International Certificate  |                 | \$  | -                   |
| Industry Certified Career Education |                 | \$  | -                   |
| Early High School Graduation        |                 | \$  | -                   |
| Small District ESE Supplement       |                 | \$  | -                   |
| <b>Total Additional FTE</b>         | <b>0.0000</b>   | <b>Additional Base Funds</b>                  | <b>\$ -</b>         |
| <b>Total Funded Weighted FTE</b>    | <b>449.9450</b> | <b>Total Base Funding</b>                     | <b>\$ 1,865,162</b> |

| 2. ESE Guaranteed Allocation:  | FTE          | Grade Level | Matrix<br>Level | Guarantee Per<br>Student   |                  |
|--|--------------|-------------|-----------------|----------------------------|------------------|
|  |              |             |                 |                            |                  |
|  | 34.00        | PK-3        | 251             | \$ 999                     | \$ 33,966        |
| Additional Funding from the ESE Guaranteed Allocation. Enter the FTE from 111,112 and 113 by grade and matrix level. Students who do not have a matrix level should be considered 251. This total should equal all FTE from programs 111, 112 and 113 above. |              | PK-3        | 252             | \$ 3,227                   | \$ -             |
|  |              | PK-3        | 253             | \$ 6,586                   | \$ -             |
|  | 16.00        | 4-8         | 251             | \$ 1,121                   | \$ 17,936        |
|  |              | 4-8         | 252             | \$ 3,348                   | \$ -             |
|  |              | 4-8         | 253             | \$ 6,707                   | \$ -             |
|  | 0.00         | 9-12        | 251             | \$ 798                     | \$ -             |
|  |              | 9-12        | 252             | \$ 3,025                   | \$ -             |
|  |              | 9-12        | 253             | \$ 6,384                   | \$ -             |
| <b>Total FTE with ESE Services</b>   | <b>50.00</b> |             |                 | <b>Total ESE Guarantee</b> | <b>\$ 51,902</b> |

3A. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C27 above by the district's total UFTE to obtain school's UFTE share. Charter School UFTE: 415.00 ÷ District's Total UFTE: 17,692.63  
= 2.3456%

3B. Divide school's Weighted FTE (WFTE) total computed in Section 1, cell E38 above by the district's total WFTE to obtain school's WFTE share. Charter School WFTE: 449.95 ÷ District's Total WFTE: 19,194.47  
= 2.3441%

|  |        |                  |   |         |    |               |
|--|--------|------------------|---|---------|----|---------------|
| 4. Supplemental Academic Instruction (UFTE share)                          | (b)    | <u>3,584,647</u> | x | 2.3456% | \$ | <u>84,081</u> |
| 5. Discretionary Millage Compression Allocation<br>.748 Mills (UFTE share) | (b)    | <u>0</u>         | x | 2.3456% | \$ | <u>-</u>      |
| 6. Digital Classrooms Allocation (UFTE share)                              | (b)(d) | <u>519,424</u>   | x | 2.3456% | \$ | <u>12,184</u> |
| 7. Safe Schools Allocation (UFTE share)                                    | (b)    | <u>403,501</u>   | x | 2.3456% | \$ | <u>9,465</u>  |
| 8. Instructional Materials Allocation (UFTE share)                         | (b)    | <u>1,319,618</u> | x | 2.3456% | \$ | <u>30,953</u> |
| Dual Enrollment Instructional Materials Allocation                         | (e)    |                  |   |         |    |               |
| ESE Applications Allocation:   |        |                  |   |         |    |               |

Charter schools should contact their school district sponsor regarding eligibility and distribution of ESE Applications funds.

|   |     |                   |   |         |    |                |
|---|-----|-------------------|---|---------|----|----------------|
| 9. Declining Enrollment (WFTE share)          | (c) | <u>0</u>          | x | 2.3441% | \$ | <u>-</u>       |
| 10. Sparsity Supplement (WFTE share)          | (c) | <u>0</u>          | x | 2.3441% | \$ | <u>-</u>       |
| 11. Discretionary Local Effort (WFTE share)   | (c) | <u>11,108,382</u> | x | 2.3441% | \$ | <u>260,392</u> |
| 12. Proration to Funds Available (WFTE share) | (c) | <u>0</u>          | x | 2.3441% | \$ | <u>-</u>       |
| 13. Discretionary Lottery (WFTE share)        | (c) | <u>63,227</u>     | x | 2.3441% | \$ | <u>1,482</u>   |

14. Class Size Reduction Funds:

|         | Weighted FTE (not including Add-On) | X | DCD    | X | Allocation factors | = |  |
|---------|-------------------------------------|---|--------|---|--------------------|---|--|
| PK - 3  | 318.6850                            |   | 0.9978 |   | 1,313.27           | = | <u>417,599</u>                                     |
| 4-8     | 131.2600                            |   | 0.9978 |   | 895.79             | = | <u>117,323</u>                                     |
| 9-12    | 0.0000                              |   | 0.9978 |   | 897.95             | = | <u>0</u>   |
| Total * | <u>449.9450</u>                     |   |        |   |                    |   | Total Class Size Reduction Funds \$ <u>534,922</u> |

(\*Total FTE should equal total in Section 1, column (4) and should not include any additional FTE from Section 1.)

15. Student Transportation

|                                    |     |  |   |       |    |               |
|------------------------------------|-----|--|---|-------|----|---------------|
| Enter All Adjusted Fundable Riders | (f) |  | x | 396   | \$ | <u>65,736</u> |
| Enter All Adjusted ESE Riders      |     |  | x | 1,485 | \$ | <u>-</u>      |

16. Federally Connected Student Supplement

(g)

| Impact Aid Student Type    | Number of Students | Exempt Property Allocation | Impact Aide Student Allocation | Total       |
|----------------------------|--------------------|----------------------------|--------------------------------|-------------|
| Military and Indian Lands  |                    | \$0.00                     | \$0.00                         | \$ -        |
| Civilians on Federal Lands |                    | \$0.00                     | \$0.00                         | \$ -        |
| Students with Disabilities |                    |                            | \$0.00                         | \$ -        |
| <b>Total</b>               |                    |                            |                                | <b>\$ -</b> |

17. Florida Teachers Classroom Supply Assistance Program

(h)

18. Reading Allocation

Charter schools should contact their school district sponsor regarding eligibility and distribution of reading allocation funds.

19. Food Service Allocation

(i)

Total \$ 2,916,279

20. Funding for the purpose of calculating the administrative fee for ESE charter schools.

(j)

|  |    |    |                 |
|--|----|----|-----------------|
| If you have more than a 75% ESE student population, please place a 1 in the following box: |    | \$ | <u>-</u>        |
| Average Revenue per Student:   | \$ |    | <u>7,027</u>    |
| Revenue Increase from Previous Year  |    |    | <u>2%</u>       |
| Adjusted Revenue Per Student   | \$ |    | <u>7,311.08</u> |

NOTES:

(a) Additional FTE includes FTE earned through Advanced Placement, Interuational Baccalaureate, Advanced International Certificate of Education, Industry Certified Career Education (CAPE), Early High School Graduation and the small district ESE Supplement, pursuant to s. 1011.62(1)(l-p), F.S.

(b) District allocations multiplied by percentage from item 3A.

(c) District allocations multiplied by percentage from item 3B.

(d) The Digital Classroom Allocation is provided pursuant to s. 1011.62(12), F.S., and requires that charter schools submit a digital classrooms plan to their school district for approval by the Department of Education prior to distribution of funds.

(e) School districts are required to pay for instructional materials used for the instruction of public high school students who are earning credit toward high school graduation under the dual enrollment program as provided in s. 1011.62(1)(i), F.S.

(f) Numbers entered here will be multiplied by the district level transportation funding per rider. "All Adjusted Fundable Riders" should include both basic and ESE Riders. "All Adjusted ESE Riders" should include only ESE Riders.

(g) The Federally Connected Student Supplement provides additional funding for students on federal lands that receive Section 8003 impact aide pursuant to s. 1011.62(13), F.S.

(h) Teacher Classroom Supply Assistance Program allocation pursuant to s. 1012.71, F.S., for certified teachers employed by a public school district or public charter school before September 1 of each year whose full-time or job-share responsibility is the classroom instruction of students in prekindergarten through grade 12, including full-time media specialists and certified school counselors serving students in prekindergarten through grade 12, who are funded through the FEFP.

(i) Funding based on student eligibility and meals provided, if participating in the National School Lunch Program.

(j) Consistent with s. 1002.33(20)(a), F.S., for charter schools with a population of 75% or more ESE students, the administrative fee shall be calculated based on unweighted full-time equivalent students.

Administrative fees:

*Administrative fees charged by the school district pursuant to s. 1002.33(20)(a), F.S., shall be calculated based upon 5% of available funds from the FEFP and categorical funding for which charter students may be eligible. For charter schools with a population of 251 or more students the difference in the fee calculation and the fee withheld may only be used for capital outlay purposes specified in s. 1013.62(2), F.S. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 5%.*

*For high performing charter schools, administrative fees charged by the school district shall be calculated based upon 2% of available funds from the FEFP and categorical funding for which charter students may be eligible. For charter schools with a population of 251 or more students the difference in the fee calculation and the fee withheld may only be used for capital outlay purposes specified in s. 1013.62(2), F.S. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 2%.*

Other:

*FEFP and categorical funding are recalculated during the year to reflect the revised number of full-time equivalent students reported during the survey periods designated by the Commissioner of Education.*

*Revenues flow to districts from state sources and from county tax collectors on various distribution schedules.*

**Revenue Estimate Worksheet for Somerset Academy Vero Beach - K-5**  
Based on the 2015-16 FEFP Conference Report

School District: Indian River

**1. 2015-16 FEFP State and Local Funding**

Base Student Allocation \$4,154.45 District Cost Differential: 0.9978

| Program                            | Number of FTE<br>(1) | Program<br>Cost Factor<br>(3) | Weighted FTE<br>(2) x (3)<br>(4) | 2015-16<br>Base Funding<br>(WFTE x BSA x DCD)<br>(5) |
|------------------------------------|----------------------|-------------------------------|----------------------------------|--|
|                                    |                      |                               |                                  |  |
| 101 Basic K-3                      | 236.00               | 1.115                         | 263.1400                         | \$ 1,090,797   |
| 111 Basic K-3 with ESE Services    | 34.00                | 1.115                         | 37.9100                          | \$ 157,149   |
| 102 Basic 4-8                      | 126.00               | 1.000                         | 126.0000                         | \$ 522,309   |
| 112 Basic 4-8 with ESE Services    | 18.00                | 1.000                         | 18.0000                          | \$ 74,616  |
| 103 Basic 9-12                     | 0.00                 | 1.005                         | 0.0000                           | \$ -   |
| 113 Basic 9-12 with ESE Services   | 0.00                 | 1.005                         | 0.0000                           | \$ -   |
| 254 ESE Level 4 (Grade Level PK-3) |                      | 3.613                         | 0.0000                           | \$ -   |
| 254 ESE Level 4 (Grade Level 4-8)  |                      | 3.613                         | 0.0000                           | \$ -   |
| 254 ESE Level 4 (Grade Level 9-12) |                      | 3.613                         | 0.0000                           | \$ -   |
| 255 ESE Level 5 (Grade Level PK-3) |                      | 5.258                         | 0.0000                           | \$ -   |
| 255 ESE Level 5 (Grade Level 4-8)  |                      | 5.258                         | 0.0000                           | \$ -   |
| 255 ESE Level 5 (Grade Level 9-12) |                      | 5.258                         | 0.0000                           | \$ -   |
| 130 ESOL (Grade Level PK-3)        | 14.00                | 1.180                         | 16.5200                          | \$ 68,481  |
| 130 ESOL (Grade Level 4-8)         | 8.00                 | 1.180                         | 9.4400                           | \$ 39,132  |
| 130 ESOL (Grade Level 9-12)        | 0.00                 | 1.180                         | 0.0000                           | \$ -   |
| 300 Career Education (Grades 9-12) |                      | 1.005                         | 0.0000                           | \$ -   |
| <b>Totals</b>                      | <b>436.00</b>        |                               | <b>471.0100</b>                  | <b>\$ 1,952,484</b>                                  |

Letters in Parentheses Refer to Notes at Bottom of Worksheet:

| Additional FTE (a)                  | Number of FTE   | 2015-16<br>Base Funding<br>(WFTE x BSA x DCD) |
|-------------------------------------|-----------------|---|
| Advanced Placement                  |                 | \$ -  |
| International Baccalaureate         |                 | \$ -  |
| Advanced International Certificate  |                 | \$ -  |
| Industry Certified Career Education |                 | \$ -  |
| Early High School Graduation        |                 | \$ -  |
| Small District ESE Supplement       |                 | \$ -  |
| <b>Total Additional FTE</b>         | <b>0.0000</b>   | <b>Additional Base Funds \$ -</b>             |
| <b>Total Funded Weighted FTE</b>    | <b>471.0100</b> | <b>Total Base Funding \$ 1,952,484</b>        |

| 2. ESE Guaranteed Allocation:  | FTE          | Grade Level | Matrix Level | Guarantee Per Student      |                  |
|--|--------------|-------------|--------------|----------------------------|------------------|
|  | 34.00        | PK-3        | 251          | \$ 999                     | \$ 33,966        |
| Additional Funding from the ESE Guaranteed Allocation. Enter the FTE from 111,112 and 113 by grade and matrix level. Students who do not have a matrix level should be considered 251. This total should equal all FTE from programs 111, 112 and 113 above. |              | PK-3        | 252          | \$ 3,227                   | \$ -             |
|  | 18.00        | PK-3        | 253          | \$ 6,586                   | \$ -             |
|  |              | 4-8         | 251          | \$ 1,121                   | \$ 20,178        |
|  |              | 4-8         | 252          | \$ 3,348                   | \$ -             |
|  |              | 4-8         | 253          | \$ 6,707                   | \$ -             |
|  | 0.00         | 9-12        | 251          | \$ 798                     | \$ -             |
|  |              | 9-12        | 252          | \$ 3,025                   | \$ -             |
|  |              | 9-12        | 253          | \$ 6,384                   | \$ -             |
| <b>Total FTE with ESE Services</b>   | <b>52.00</b> |             |              | <b>Total ESE Guarantee</b> | <b>\$ 54,144</b> |

3A. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C27 above by the district's total UFTE to obtain school's UFTE share. Charter School UFTE: 436.00 ÷ District's Total UFTE: 17,692.63 = 2.4643%

3B. Divide school's Weighted FTE (WFTE) total computed in Section 1, cell E38 above by the district's total WFTE to obtain school's WFTE share. Charter School WFTE: 471.01 ÷ District's Total WFTE: 19,194.47 = 2.4539%

|  |        |                  |   |         |    |               |
|--|--------|------------------|---|---------|----|---------------|
| 4. Supplemental Academic Instruction (UFTE share)                          | (b)    | <u>3,584,647</u> | x | 2.4643% | \$ | <u>88,336</u> |
| 5. Discretionary Millage Compression Allocation<br>.748 Mills (UFTE share) | (b)    | <u>0</u>         | x | 2.4643% | \$ | <u>-</u>      |
| 6. Digital Classrooms Allocation (UFTE share)                              | (b)(d) | <u>519,424</u>   | x | 2.4643% | \$ | <u>12,800</u> |
| 7. Safe Schools Allocation (UFTE share)                                    | (b)    | <u>403,501</u>   | x | 2.4643% | \$ | <u>9,943</u>  |
| 8. Instructional Materials Allocation (UFTE share)                         | (b)    | <u>1,319,618</u> | x | 2.4643% | \$ | <u>32,519</u> |
| Dual Enrollment Instructional Materials Allocation                         | (e)    |                  |   |         |    |               |
| ESE Applications Allocation:   |        |                  |   |         |    |               |

Charter schools should contact their school district sponsor regarding eligibility and distribution of ESE Applications funds.

|   |     |                   |   |         |    |                |
|---|-----|-------------------|---|---------|----|----------------|
| 9. Declining Enrollment (WFTE share)          | (c) | <u>0</u>          | x | 2.4539% | \$ | <u>-</u>       |
| 10. Sparsity Supplement (WFTE share)          | (c) | <u>0</u>          | x | 2.4539% | \$ | <u>-</u>       |
| 11. Discretionary Local Effort (WFTE share)   | (c) | <u>11,108,382</u> | x | 2.4539% | \$ | <u>272,589</u> |
| 12. Proration to Funds Available (WFTE share) | (c) | <u>0</u>          | x | 2.4539% | \$ | <u>-</u>       |
| 13. Discretionary Lottery (WFTE share)        | (c) | <u>63,227</u>     | x | 2.4539% | \$ | <u>1,552</u>   |

14. Class Size Reduction Funds:

|                | Weighted FTE (not including Add-On) | X | DCD    | X | Allocation factors                      | = |                   |
|----------------|-------------------------------------|---|--------|---|---|---|-------------------|
| PK - 3         | 317.5700                            |   | 0.9978 |   | 1,313.27                                | = | 416,138           |
| 4-8            | 153.4400                            |   | 0.9978 |   | 895.79                                  | = | 137,148           |
| 9-12           | 0.0000                              |   | 0.9978 |   | 897.95                                  | = | 0                 |
| <b>Total *</b> | <b>471.0100</b>                     |   |        |   | <b>Total Class Size Reduction Funds</b> |   | <b>\$ 553,286</b> |

(\*Total FTE should equal total in Section 1, column (4) and should not include any additional FTE from Section 1.)

15. Student Transportation

|                                    |     |  |   |       |    |               |
|------------------------------------|-----|--|---|-------|----|---------------|
| Enter All Adjusted Fundable Riders | (f) |  | x | 396   | \$ | <u>69,300</u> |
| Enter All Adjusted ESE Riders      |     |  | x | 1,485 | \$ | <u>-</u>      |

16. Federally Connected Student Supplement

| Impact Aid Student Type    | Number of Students | Exempt Property Allocation | Impact Aide Student Allocation | Total       |
|----------------------------|--------------------|----------------------------|--------------------------------|-------------|
| Military and Indian Lands  |                    | \$0.00                     | \$0.00                         | \$ -        |
| Civilians on Federal Lands |                    | \$0.00                     | \$0.00                         | \$ -        |
| Students with Disabilities |                    |                            | \$0.00                         | \$ -        |
| <b>Total</b>               |                    |                            |                                | <b>\$ -</b> |

17. Florida Teachers Classroom Supply Assistance Program

18. Reading Allocation

Charter schools should contact their school district sponsor regarding eligibility and distribution of reading allocation funds.

19. Food Service Allocation

Total \$ 3,046,953

20. Funding for the purpose of calculating the administrative fee for ESE charter schools.

If you have more than a 75% ESE student population, please place a 1 in the following box:

|                                     |     |    |          |
|-------------------------------------|-----|----|----------|
|                                     | (j) | \$ | <u>-</u> |
| Average Revenue per Student:        |     | \$ | 6,988    |
| Revenue Increase from Previous Year |     |    | 2%       |
| Adjusted Revenue Per Student        |     | \$ | 7,416.17 |

NOTES:

- (a) Additional FTE includes FTE earned through Advanced Placement, International Baccalaureate, Advanced International Certificate of Education, Industry Certified Career Education (CAPE), Early High School Graduation and the small district ESE Supplement, pursuant to s. 1011.62(1)(i-p), F.S.
- (b) District allocations multiplied by percentage from item 3A.
- (c) District allocations multiplied by percentage from item 3B.
- (d) The Digital Classroom Allocation is provided pursuant to s. 1011.62(12), F.S., and requires that charter schools submit a digital classrooms plan to their school district for approval by the Department of Education prior to distribution of funds.

(e) School districts are required to pay for instructional materials used for the instruction of public high school students who are earning credit toward high school graduation under the dual enrollment program as provided in s. 1011.62(l)(i), F.S.

(f) Numbers entered here will be multiplied by the district level transportation funding per rider. "All Adjusted Fundable Riders" should include both basic and ESE Riders. "All Adjusted ESE Riders" should include only ESE Riders.

(g) The Federally Connected Student Supplement provides additional funding for students on federal lands that receive Section 8003 impact aide pursuant to s. 1011.62(13), F.S.

(h) Teacher Classroom Supply Assistance Program allocation pursuant to s. 1012.71, F.S., for certified teachers employed by a public school district or public charter school before September 1 of each year whose full-time or job-share responsibility is the classroom instruction of students in prekindergarten through grade 12, including full-time media specialists and certified school counselors serving students in prekindergarten through grade 12, who are funded through the FEFP.

(i) Funding based on student eligibility and meals provided, if participating in the National School Lunch Program.

(j) Consistent with s. 1002.33(20)(a), F.S., for charter schools with a population of 75% or more ESE students, the administrative fee shall be calculated based on unweighted full-time equivalent students.

Administrative fees:

*Administrative fees charged by the school district pursuant to s. 1002.33(20)(a), F.S., shall be calculated based upon 5% of available funds from the FEFP and categorical funding for which charter students may be eligible. For charter schools with a population of 251 or more students the difference in the fee calculation and the fee withheld may only be used for capital outlay purposes specified in s. 1013.62(2), F.S. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 5%.*

*For high performing charter schools, administrative fees charged by the school district shall be calculated based upon 2% of available funds from the FEFP and categorical funding for which charter students may be eligible. For charter schools with a population of 251 or more students the difference in the fee calculation and the fee withheld may only be used for capital outlay purposes specified in s. 1013.62(2), F.S. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 2%.*

Other:

*FEFP and categorical funding are recalculated during the year to reflect the revised number of full-time equivalent students reported during the survey periods designated by the Commissioner of Education.*

*Revenues flow to districts from state sources and from county tax collectors on various distribution schedules.*

**Revenue Estimate Worksheet for Somerset Academy Vero Beach - K-5**  
Based on the 2015-16 FEFP Conference Report

School District:

Indian River

**1. 2015-16 FEFP State and Local Funding**

Base Student Allocation

\$4,154.45

District Cost Differential: 0.9978

| Program                            | Number of FTE<br>(1) | Program<br>Cost Factor<br>(3) | Weighted FTE<br>(2) x (3)<br>(4) | 2015-16<br>Base Funding<br>(WFTE x BSA x DCD)<br>(5) |                  |
|------------------------------------|----------------------|-------------------------------|----------------------------------|--|------------------|
|                                    |                      |                               |                                  |  |                  |
| 101 Basic K-3                      | 231.00               | 1.115                         | 257.5650                         | \$   | 1,067,687        |
| 111 Basic K-3 with ESE Services    | 34.00                | 1.115                         | 37.9100                          | \$   | 157,149          |
| 102 Basic 4-8                      | 142.00               | 1.000                         | 142.0000                         | \$   | 588,634          |
| 112 Basic 4-8 with ESE Services    | 20.00                | 1.000                         | 20.0000                          | \$   | 82,906           |
| 103 Basic 9-12                     | 0.00                 | 1.005                         | 0.0000                           | \$   | -                |
| 113 Basic 9-12 with ESE Services   | 0.00                 | 1.005                         | 0.0000                           | \$   | -                |
| 254 ESE Level 4 (Grade Level PK-3) |                      | 3.613                         | 0.0000                           | \$   | -                |
| 254 ESE Level 4 (Grade Level 4-8)  |                      | 3.613                         | 0.0000                           | \$   | -                |
| 254 ESE Level 4 (Grade Level 9-12) |                      | 3.613                         | 0.0000                           | \$   | -                |
| 255 ESE Level 5 (Grade Level PK-3) |                      | 5.258                         | 0.0000                           | \$   | -                |
| 255 ESE Level 5 (Grade Level 4-8)  |                      | 5.258                         | 0.0000                           | \$   | -                |
| 255 ESE Level 5 (Grade Level 9-12) |                      | 5.258                         | 0.0000                           | \$   | -                |
| 130 ESOL (Grade Level PK-3)        | 14.00                | 1.180                         | 16.5200                          | \$   | 68,481           |
| 130 ESOL (Grade Level 4-8)         | 9.00                 | 1.180                         | 10.6200                          | \$   | 44,023           |
| 130 ESOL (Grade Level 9-12)        | 0.00                 | 1.180                         | 0.0000                           | \$   | -                |
| 300 Career Education (Grades 9-12) |                      | 1.005                         | 0.0000                           | \$   | -                |
| <b>Totals</b>                      | <b>450.00</b>        |                               | <b>484.6150</b>                  | <b>\$</b>  | <b>2,008,880</b> |

Letters in Parentheses Refer to Notes at Bottom of Worksheet:

| Additional FTE (a)                  | Number of FTE   | 2015-16<br>Base Funding<br>(WFTE x BSA x DCD) |                     |
|-------------------------------------|-----------------|---|---------------------|
|                                     |                 |   |                     |
| Advanced Placement                  |                 | \$  | -                   |
| International Baccalaureate         |                 | \$  | -                   |
| Advanced International Certificate  |                 | \$  | -                   |
| Industry Certified Career Education |                 | \$  | -                   |
| Early High School Graduation        |                 | \$  | -                   |
| Small District ESE Supplement       |                 | \$  | -                   |
| <b>Total Additional FTE</b>         | <b>0.0000</b>   | <b>Additional Base Funds</b>                  | <b>\$ -</b>         |
| <b>Total Funded Weighted FTE</b>    | <b>484.6150</b> | <b>Total Base Funding</b>                     | <b>\$ 2,008,880</b> |

| 2. ESE Guaranteed Allocation:  | FTE          | Grade Level | Matrix Level | Guarantee Per Student      |                  |
|--|--------------|-------------|--------------|----------------------------|------------------|
|  |              |             |              |                            |                  |
|  | 34.00        | PK-3        | 251          | \$ 999                     | \$ 33,966        |
| Additional Funding from the ESE Guaranteed Allocation. Enter the FTE from 111,112 and 113 by grade and matrix level. Students who do not have a matrix level should be considered 251. This total should equal all FTE from programs 111, 112 and 113 above. |              | PK-3        | 252          | \$ 3,227                   | \$ -             |
|  | 20.00        | PK-3        | 253          | \$ 6,586                   | \$ -             |
|  |              | 4-8         | 251          | \$ 1,121                   | \$ 22,420        |
|  |              | 4-8         | 252          | \$ 3,348                   | \$ -             |
|  |              | 4-8         | 253          | \$ 6,707                   | \$ -             |
|  | 0.00         | 9-12        | 251          | \$ 798                     | \$ -             |
|  |              | 9-12        | 252          | \$ 3,025                   | \$ -             |
|  |              | 9-12        | 253          | \$ 6,384                   | \$ -             |
| <b>Total FTE with ESE Services</b>   | <b>54.00</b> |             |              | <b>Total ESE Guarantee</b> | <b>\$ 56,386</b> |

3A. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C27 above by the district's total UFTE to obtain school's UFTE share. Charter School UFTE: 450.00 + District's Total UFTE: 17,692.63 = 2.5434%

3B. Divide school's Weighted FTE (WFTE) total computed in Section 1, cell E38 above by the district's total WFTE to obtain school's WFTE share. Charter School WFTE: 484.62 + District's Total WFTE: 19,194.47 = 2.5248%

|   |        |                  |   |         |    |               |
|---|--------|------------------|---|---------|----|---------------|
| 4. Supplemental Academic Instruction (UFTE share)                       | (b)    | <u>3,584,647</u> | x | 2.5434% | \$ | <u>91,172</u> |
| 5. Discretionary Millage Compression Allocation .748 Mills (UFTE share) | (b)    | <u>0</u>         | x | 2.5434% | \$ | <u>-</u>      |
| 6. Digital Classrooms Allocation (UFTE share)                           | (b)(d) | <u>519,424</u>   | x | 2.5434% | \$ | <u>13,211</u> |
| 7. Safe Schools Allocation (UFTE share)                                 | (b)    | <u>403,501</u>   | x | 2.5434% | \$ | <u>10,263</u> |
| 8. Instructional Materials Allocation (UFTE share)                      | (b)    | <u>1,319,618</u> | x | 2.5434% | \$ | <u>33,563</u> |
| Dual Enrollment Instructional Materials Allocation                      | (e)    |                  |   |         |    |               |
| ESE Applications Allocation:  |        |                  |   |         |    |               |

Charter schools should contact their school district sponsor regarding eligibility and distribution of ESE Applications funds.

|   |     |                   |   |         |    |                |
|---|-----|-------------------|---|---------|----|----------------|
| 9. Declining Enrollment (WFTE share)          | (c) | <u>0</u>          | x | 2.5248% | \$ | <u>-</u>       |
| 10. Sparsity Supplement (WFTE share)          | (c) | <u>0</u>          | x | 2.5248% | \$ | <u>-</u>       |
| 11. Discretionary Local Effort (WFTE share)   | (c) | <u>11,108,382</u> | x | 2.5248% | \$ | <u>280,464</u> |
| 12. Proration to Funds Available (WFTE share) | (c) | <u>0</u>          | x | 2.5248% | \$ | <u>-</u>       |
| 13. Discretionary Lottery (WFTE share)        | (c) | <u>63,227</u>     | x | 2.5248% | \$ | <u>1,596</u>   |

14. Class Size Reduction Funds:

|                | Weighted FTE (not including Add-On) | X | DCD    | X | Allocation factors                      | = |                          |
|----------------|-------------------------------------|---|--------|---|---|---|--------------------------|
| PK - 3         | 311.9950                            |   | 0.9978 |   | 1,313.27                                | = | <u>408,832</u>           |
| 4-8            | 172.6200                            |   | 0.9978 |   | 895.79                                  | = | <u>154,291</u>           |
| 9-12           | 0.0000                              |   | 0.9978 |   | 897.95                                  | = | <u>0</u>                 |
| <b>Total *</b> | <b>484.6150</b>                     |   |        |   | <b>Total Class Size Reduction Funds</b> |   | <b>\$ <u>563,123</u></b> |

(\*Total FTE should equal total in Section 1, column (4) and should not include any additional FTE from Section 1.)

15. Student Transportation

|                                    |     |  |   |       |    |               |
|------------------------------------|-----|--|---|-------|----|---------------|
| Enter All Adjusted Fundable Riders | (f) |  | x | 396   | \$ | <u>71,280</u> |
| Enter All Adjusted ESE Riders      |     |  | x | 1,485 | \$ | <u>-</u>      |

16. Federally Connected Student Supplement

| Impact Aid Student Type    | Number of Students | Exempt Property Allocation | Impact Aide Student Allocation | Total       |
|----------------------------|--------------------|----------------------------|--------------------------------|-------------|
| Military and Indian Lands  |                    | \$0.00                     | \$0.00                         | \$ -        |
| Civilians on Federal Lands |                    | \$0.00                     | \$0.00                         | \$ -        |
| Students with Disabilities |                    |                            | \$0.00                         | \$ -        |
| <b>Total</b>               |                    |                            |                                | <b>\$ -</b> |

17. Florida Teachers Classroom Supply Assistance Program

18. Reading Allocation

Charter schools should contact their school district sponsor regarding eligibility and distribution of reading allocation funds.

19. Food Service Allocation

**Total \$ 3,129,938**

20. Funding for the purpose of calculating the administrative fee for ESE charter schools.

|  |     |    |    |                 |
|--|-----|----|----|-----------------|
| If you have more than a 75% ESE student population, please place a 1 in the following box: | (j) |    | \$ | <u>-</u>        |
| Average Revenue per Student:   |     | \$ |    | <u>6,955</u>    |
| Revenue Increase from Previous Year  |     |    |    | <u>2%</u>       |
| Adjusted Revenue Per Student   |     | \$ |    | <u>7,528.77</u> |

NOTES:

- (a) Additional FTE includes FTE earned through Advanced Placement, International Baccalaureate, Advanced International Certificate of Education, Industry Certified Career Education (CAPE), Early High School Graduation and the small district ESE Supplement, pursuant to s. 1011.62(1)(l-p), F.S.
- (b) District allocations multiplied by percentage from item 3A.
- (c) District allocations multiplied by percentage from item 3B.
- (d) The Digital Classroom Allocation is provided pursuant to s. 1011.62(12), F.S., and requires that charter schools submit a digital classrooms plan to their school district for approval by the Department of Education prior to distribution of funds.

(e) School districts are required to pay for instructional materials used for the instruction of public high school students who are earning credit toward high school graduation under the dual enrollment program as provided in s. 1011.62(1)(i), F.S.

(f) Numbers entered here will be multiplied by the district level transportation funding per rider. "All Adjusted Fundable Riders" should include both basic and ESE Riders. "All Adjusted ESE Riders" should include only ESE Riders.

(g) The Federally Connected Student Supplement provides additional funding for students on federal lands that receive Section 8003 impact aide pursuant to s. 1011.62(13), F.S.

(h) Teacher Classroom Supply Assistance Program allocation pursuant to s. 1012.71, F.S., for certified teachers employed by a public school district or public charter school before September 1 of each year whose full-time or job-share responsibility is the classroom instruction of students in prekindergarten through grade 12, including full-time media specialists and certified school counselors serving students in prekindergarten through grade 12, who are funded through the FEFP.

(i) Funding based on student eligibility and meals provided, if participating in the National School Lunch Program.

(j) Consistent with s. 1002.33(20)(a), F.S., for charter schools with a population of 75% or more ESE students, the administrative fee shall be calculated based on unweighted full-time equivalent students.

Administrative fees:

*Administrative fees charged by the school district pursuant to s. 1002.33(20)(a), F.S., shall be calculated based upon 5% of available funds from the FEFP and categorical funding for which charter students may be eligible. For charter schools with a population of 251 or more students the difference in the fee calculation and the fee withheld may only be used for capital outlay purposes specified in s. 1013.62(2), F.S. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 5%.*

*For high performing charter schools, administrative fees charged by the school district shall be calculated based upon 2% of available funds from the FEFP and categorical funding for which charter students may be eligible. For charter schools with a population of 251 or more students the difference in the fee calculation and the fee withheld may only be used for capital outlay purposes specified in s. 1013.62(2), F.S. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 2%.*

Other:

*FEFP and categorical funding are recalculated during the year to reflect the revised number of full-time equivalent students reported during the survey periods designated by the Commissioner of Education.*

*Revenues flow to districts from state sources and from county tax collectors on various distribution schedules.*

**Appendix C - Sample ESP Service Agreement**

CHARTER SCHOOL EDUCATIONAL SERVICES AND SUPPORT AGREEMENT

BETWEEN

SAMPLE CHARTER SCHOOL, INC

AND

ACADEMICA

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## CHARTER SCHOOL EDUCATIONAL SERVICES AND SUPPORT AGREEMENT

This Agreement to provide Educational Services and Support to a Charter School is by and between -  
SAMPLE CHARTER SCHOOL, INC. ("CharterSchoolCorp") and ACADEMICA ("Service Provider")

**WHEREAS**, SAMPLE CHARTER SCHOOL, INC has a contract ("the Charter") with Sponsor County Public Schools (the "Sponsor") to operate a charter school, known as Sample Charter School (the "School");

**WHEREAS**, School is governed by the Board of Directors of SAMPLE CHARTER SCHOOL, INC (the "Board");

**WHEREAS**, academic control and freedom are integral to the success of the School and the Board must have complete autonomy and control over its academic program, staffing needs, and curriculum;

**WHEREAS**, CharterSchoolCorp desires academic support and related services to ensure that its School is operated in accordance with the requirements of its Charter and the requirements of all State and Federal laws, as well as the requirements of local, municipal and/or county ordinances which may be applicable to the operation of the School;

**WHEREAS**, Service Provider is an educational service provider established to provide professional services and related support to public charter schools;

**WHEREAS**, it is Service Provider's mission to ensure that the vision of the School's Board of Directors is faithfully and effectively implemented;

**WHEREAS**, it is Service Provider's duty to implement the vision of the Board of Directors, ensuring the autonomy and governing authority of the Board of Directors; and the Board of Directors' duty to make all decisions and direct Service Provider to act accordingly on the Board's behalf.

**WHEREAS**, Service Provider's officials are familiar with governmental agencies and requirements needed to establish and operate public charter schools as well as requirements of the Charter, all State and Federal authorities, and the local municipal and/or county government(s) which may be applicable to the operation of the School;

**WHEREAS**, Service Provider's officials are familiar with the various local, state and/or federal funding sources for charter school programs and have successfully obtained grants and other forms of revenue and financing for various charter school programs in Florida;

**WHEREAS**, Service Provider works with a network of charter schools and has found there are benefits to establishing charter school cooperatives and sharing best-practices and resources, including methods of reporting, record-keeping and accountability systems; and

**WHEREAS**, CharterSchoolCorp and Service Provider desire to enter into this agreement for the purpose of having Service Provider provide academic support services and related administrative services to the School at the direction and to the extent instructed by the Board of Directors;

**NOW THEREFORE**, the parties to this Agreement agree as follows:

**DUTIES OF SERVICE PROVIDER:**

1. **Recitals**: The foregoing recitals are true, correct and incorporated herein by this reference.

2. **Engagement**

CharterSchoolCorp engages Service Provider to provide support and administrative services to School as more fully set forth herein. Service Provider accepts such engagement pursuant to the terms of this Agreement.

3. **Duties**

At the direction of the Board, Service Provider will coordinate the educational and administrative services required to support the School. In connection with this, Service Provider will report to the Board and advise it of the systems established for administrative duties, including those related to initial setup and the ongoing operational budget. In providing services, Service Provider will comply with all Board and School policies and procedures, the Charter, and with all applicable state and federal rules and regulations. If instructed by the Board, Service Provider's services may include, but not be limited to: identification of potential school-sites; assistance with staff recruitment; assistance with human resource coordination; regulatory compliance; legal and corporate upkeep; assistance with maintenance of the, School and Corporate, assistance with bookkeeping, budgeting and financial forecasting. The Board will review all recommendations made by Service Provider and act upon them in the manner the Board decides.

4. **Board of Directors Meetings**

Service Provider will assist in the coordination of, and attend, the meetings of the Board. Unless otherwise instructed by the Board, Service Provider shall maintain the minutes and records of those meetings and ensure that the School complies with the requirements of State law, and the Charter, regarding such meetings and record keeping.

5. **Record Keeping**

Service Provider will maintain the records of the School at the location designated by the Board, and in compliance with the State and Charter requirements for record keeping. In addition, Service Provider will ensure that designated on-site School staff receive proper training by the Sponsor's appropriate departments for student/school record keeping through its designated Management Information Services (MIS) programs and proper training regarding public records.

6. **Bookkeeping**

At the direction of the Board, Service Provider will coordinate with the accounting firms selected by the Board and serve as liaison with them to ensure the accuracy and timeliness of financial reporting, record keeping, and audits as may be required by the Charter and State law.

7. **Staff Administration**

At the direction of the Board, Service Provider will coordinate with the Board to assist in the identification, advertising efforts, and/or recruitment efforts of qualified principals, teachers, paraprofessionals, administrators and other staff members and education professionals for positions in the School for employment by School. The Board will make all hiring decisions in its discretion and in accordance with law. All employees selected by the Board shall be CharterSchoolCorp employees and will not be employees of Service Provider. The Board will have complete discretion to decide which professional employee management company and its method of human resource management to use, if any.

The teachers employed by the School will be certified as required by Chapter 1002.33, Florida Statutes. CharterSchoolCorp may employ or contract with skilled selected non-certified personnel to assist instructional staff members such as teachers' aides in the same manner as defined in Chapter 1002.33, Florida Statutes and Florida Charter School Legislation. If the Board so chooses, Service Provider may coordinate with the Board, or the Hiring Committee established by the Board, to identify and recruit individuals for School-based positions. As stated above, the Board will make all hiring decisions in its discretion and in accordance with law. All employees selected by the Board for school-based positions shall be CharterSchoolCorp employees and will not be employees of Service Provider. All School-based employees shall be assigned to the School, and may only be removed, dismissed, or transferred by Board approval. Service Provider may, at the direction of the Board, assist in the preparation of employment contracts for review and approval by the Board. Service Provider may propose a professional employer organization to the Board which can perform the human resource outsourcing services for the School. If the Board, in its discretion, approves a human resource outsourcing provider, Service Provider may assist in the coordination of

these services, and agrees to act as the liaison for the School vis-à-vis the professional employer organization. The Board will have complete discretion to decide which, if any, professional employer organization, and its method of human resource outsourcing services, to use.

**8. Financial Projections and Financial Statements**

Service Provider will prepare annual budgets and financial forecasts for the School to present to the Board for review and approval or disapproval. The School will utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, or shall utilize GAAP Accounting and/or other applicable guidelines, at the direction of the Board, as a means of codifying all transactions pertaining to its operations. The Board shall annually adopt and maintain an operating budget. The Board, based on recommendations made by a certified public accounting firm, will adopt accounting policies and procedures. Service Provider will prepare, with the review and approval of the Board, regular unaudited financial statements, as required, to be delivered to the Sponsor, which will include a statement of revenues and expenditures and changes in fund balances in accordance with generally accepted accounting principals. These statements will be provided in advance of the deadline for submission of such reports to the Sponsor. CharterSchoolCorp will provide the Sponsor with annual audited financial reports as required by the Charter. These reports will be prepared by a qualified independent, certified public accounting firm. Service Provider will provide the regular unaudited financial statements, books and records to the auditor for review in connection with the preparation of the reports. The reports shall include a complete set of financial statements and notes thereto prepared in accordance with the Charter and generally accepted accounting principals for inclusion into the School's financial statements annually, formatted by revenue source and expenditures and detailed by function and object.

**9. Designated Contact Person**

The designated contact person of Service Provider shall be the President of Academica (currently Fernando Zulueta). An alternate contact person shall be the Vice-President and Director of Operations (currently Maggie Fresen).

**10. Grant Solicitation**

In consultation with the Board, and with Board approval, Service Provider will solicit grants available for the funding of the School from the various government, private and institutional sources which may be available. Such grants may include, but are not limited to federal grants programs and various continuation grants for charter schools.

**11. Financing Solicitation and Coordination**

If directed by the Board, Service Provider may coordinate obtaining financing from private and public sources for loans desired by the Board.

**12. Other Funding Sources**

If directed by the Board, Service Provider will coordinate the solicitation of Capital Outlay Funds, if available, from the appropriate state and/or local agencies. Similarly, as directed by the Board, Service Provider will coordinate the solicitation of other available state, federal, or local government funds earmarked for schools and/or facilities development, improvement, or acquisition, as well as other sources of funding that may become available to charter schools from time to time.

**13. Annual Reporting**

Service Provider will coordinate the preparation of the Annual Report required by the Charter School Legislation for the School. The Report will be submitted to the Board for approval, and Service Provider will coordinate the delivery and review process established by the Sponsor and Charter School legislation for the Annual Report.

**14. Student Assessment**

At the direction of the Board, Service Provider may coordinate a student assessment methodology, independent from State and/or Sponsor required assessments, and retain on behalf of CharterSchoolCorp professionals to administer and evaluate results. Service Provider will provide the Board with proposals from professionals offering to provide assessment and student evaluation services for the Board either to approve or reject.

**15. School Board Representation**

At the direction of the Board, Service Provider may serve as primary liaison with the Sponsor and its officials on behalf of the School. In connection therewith, Service Provider's representatives will attend required meetings and public hearings.

**16. Governmental Compliance**

At the request of the Board, Service Provider will ensure compliance with state regulations and reporting requirements of the Charter School. Service Provider will also ensure the School's compliance with its Charter with the Sponsor, a copy of which is incorporated herein by reference.

**17. Charter Renewal Coordination**

At the direction of the Board, Service Provider will coordinate with the Sponsor and assist the Board and School in the renewal of the School's Charter on a timely basis. On behalf of, and with the direction of the Board, Service Provider will negotiate the terms of the renewal Charter with the Sponsor, and will provide the Board with notice of and will seek Board approval of any renewal provisions which modify or alter the terms of the original Charter between the School and the Sponsor.

**18. Curriculum Development**

At the direction of the Board, Service Provider shall identify and or develop curricula in connection with the operations of the School and the vision of the Board in a manner that complies with applicable federal, state and local laws and regulations. All curricula shall be approved by the Board prior to use.

**19. Pre-School, After-Care, Early Drop-Off**

Service Provider shall identify and/or develop Pre-School, After-Care, and/or Early Drop-Off programs that may be offered as services ancillary to, but separate from the operations of the School. These are programs that are not encompassed by the Charter School Agreement between the School and the Sponsor. Accordingly, the School may elect not to offer these programs directly, but rather to authorize Service Provider to do so. In furtherance of that, Service Provider will retain the necessary operators to provide the underlying services to the parents and students desiring them. Service Provider will coordinate the provision of those services directly where applicable and establish agreements to reimburse the School for the use of the facilities, utilities, cleaning services and other costs consumed or incurred by those uses. Service Provider and/or the selected service providers shall be the direct primary supplier to the parents and students of those ancillary services and will indemnify and hold harmless the School for any liability resulting from them. The terms and conditions for these programs including financial terms, operating procedures, and ownership, shall be subject to Board review and approval.

**20. School-Site Identification**

At the direction of the Board, Service Provider shall coordinate with the Board for the purpose of identifying CharterSchoolCorp's school-site needs from year-to-year. In connection therewith, Service Provider shall assist the Board in identifying potential school sites or in the potential expansion of existing sites. Service Provider may identify and solicit investors to acquire and/or develop school sites for lease or use by CharterSchoolCorp. Where such investors are related to Service Provider or its principles, such relationship will be disclosed to the Board. At the direction of the Board, Service Provider shall recommend qualified professionals, who the Board may retain, in the fields of school design, architecture, and engineering, as well as professionals in

the areas of development and construction, for the expansion, design, development, and/or construction of new and/or existing school sites.

#### **21. Systems Development**

For the benefit of and at the direction of the Board, Service Provider will identify and develop a school information system to be used in connection with the administration and reporting system for the School. This includes, but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services.

#### **TERM OF AGREEMENT**

#### **22. Initial Term**

The term of the Agreement shall commence on the start of the 2016-2017 school year. The commencement date shall be deemed to be July 1, 2016, although the parties recognize that Service Provider has provided services to the Board in connection with the School and Charter before this date.

The initial term of this Agreement shall be five (5) years, unless the Board for cause terminates this Agreement per section 24 of this Agreement. At the conclusion of the term of this Agreement, CharterSchoolCorp shall have the option to renew this contract with Service Provider.

#### **23. Renewal**

Unless terminated by the Board, the terms of this Agreement shall be renewed along with any renewals to the Charter Agreement. Service Provider agrees to renew this Agreement at CharterSchoolCorp's option on the then-current terms and conditions unless there has been an uncured material breach hereunder by CharterSchoolCorp, after 60 days written notice of such breach and demand for cure, or unless CharterSchoolCorp has given at least 90 days' notice that this Agreement will not be renewed.

#### **24. Termination**

In the event of a breach of this Agreement by either party, the non-breaching party shall give the other party written notice of such breach and sixty (60) days to cure such breach from the date of giving such notice to Service Provider. "Breach" shall be defined as a material breach of this Agreement by Service Provider or CharterSchoolCorp; the failure of Service Provider to provide educational support and related services sufficient to operate the School in a manner that complies with the standards of the Sponsor; any debarment of or similar action against Service Provider by any governmental entity; or any action or conduct by Service Provider or its principals that may bring disrepute to the School or Board (e.g., any arrest or conviction for a crime of moral turpitude or any

felony) or that may endanger or materially lessen the safety of students. If the Sponsor terminates or materially changes its Charter Agreement with the School or Board for the operation of the School, either the School or Board, or Service Provider may upon thirty (30) days written notice terminate this Agreement without penalty or liability of any kind to either party. Either party may terminate this Agreement at any time and for any reason, irrespective of cause, upon providing the other party 90 days' notice of termination. In the event of termination of this Agreement for any reason, the compensation to be paid by CharterSchoolCorp to Service Provider under this Agreement shall be pro-rated.

## COMPENSATION

### 25. Base Compensation

CharterSchoolCorp shall pay Service Provider a service fee of \$450 per student Full Time Equivalent (FTE) per annum during the term of this Agreement, unless terminated, provided CharterSchoolCorp receives such funds. The fee shall be payable in equal monthly installments, provided that CharterSchoolCorp shall have no obligation to pay such fee before receiving its FTE funding from the Sponsor or the State of Florida, in which event the monthly installments shall accrue until funding is received. The service fee shall be adjusted annually at each anniversary of this Agreement based on the change in the prior year's Consumer Price Index or on the basis of the year-to-year percentage change in the per student Full Time Equivalent (FTE) funding provided to the school under the law, whichever is less, but in no event shall any adjustment reduce the service fee below the initial level of \$450 per student Full Time Equivalent (FTE) per annum as stated above.

### 26. Additional Services

Service Provider will provide additional services not covered under this Agreement to the Board as requested by the Board by proposal to Service Provider and the Board and subject to Board approval. This may include services that are not within the regular course of running the School, including but not limited to special projects, litigation coordination, and land use coordination. Such projects may include the engagement, at the expense of CharterSchoolCorp, of other professionals or consultants who may be independent from Service Provider or part of Service Provider's network of consulting professionals.

### 27. Reimbursement of Costs

Service Provider shall be reimbursed for actual costs incurred in connection with travel, lodging, and food, attending required conferences and other events on behalf of the School, provided that the Board shall give prior written approval for such cost.

**28. Incurred Expenses**

Pursuant to the agreement of the Board and Service Provider, Service Provider, in its discretion, may defer some or all of the service fees and/or costs for additional services and/or reimbursements due hereunder from one fiscal year to the next, which will be duly noted in the schools financial records.

**OTHER MATTERS**

**29. Conflicts of Interest**

No officer, shareholder, employee or director of Service Provider may serve on the Board. Service Provider will comply with the Conflicts of Interest rules set out in the Charter. In addition, if there exists some relationship between Service Provider, its officers, directors or principals and any other person or entity providing goods or services to the School, Service Provider agrees to disclose the relationship to the Board.

**30. Insurance and Indemnification**

Service Provider shall carry liability insurance and indemnify the School for acts or omissions of Service Provider. Service Provider agrees to provide, upon request of the Board, certificates of insurance with carriers, in amounts and for terms reasonably acceptable to the Board and naming Board as additional insured. School shall carry liability insurance and indemnify the Service Provider for acts or omissions of School. School agrees to provide, upon request of the Service Provider, certificates of insurance with carriers, in amounts and for terms reasonably acceptable to the Service Provider, and naming Service Provider as additional insured.

School shall indemnify and save Service Provider harmless from and against, and shall reimburse Service Provider for, any and all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, whether founded in tort, in contract, or otherwise, (including the costs of defense and settlement and reasonable attorney's fees) which such party may incur, become responsible for, or pay out as a result of claims connected to the acts, services, conduct or omissions of School, its employees or agents, attorney's fees and costs, which may be imposed upon or incurred or paid by or asserted against Service Provider by reason of or in connection with the performance of any provision of this Agreement, or any act or neglect of School or Schools officers, directors, trustees, agents, contractors, servants, employees, invitees, in connection with Schools obligations under this Agreement. In the event Service Provider shall, without fault on its part, be made a party to any litigation commenced by or against School, then School shall protect and hold Service Provider harmless and shall pay all costs, expenses, and attorney's fees incurred by Service Provider in connection with such litigation, including any appeals.

Nothing contained in this provision shall be deemed to require School to indemnify Service Provider for any acts or omissions of Service Provider, its agents, contractors, servants, employees, licensees, or invitees, or for breach of this Agreement, nor shall this provision be deemed to require School to indemnify Service Provider for Service Provider's own gross negligence, or the gross negligence of Service Provider's agents, contractors, servants, employees, licensees, or invitees, nor shall this provision operate to release Service Provider from its own affirmative duties with respect to this Agreement.

Service Provider shall indemnify and save School harmless from and against, and shall reimburse School for, any and all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, whether founded in tort, in contract, or otherwise, (including the costs of defense and settlement and reasonable attorney's fees) which such party may incur, become responsible for, or pay out as a result of claims connected to the acts, services, conduct or omissions of Service Provider, its employees or agents, attorney's fees and costs, which may be imposed upon or incurred or paid by or asserted against School by reason of or in connection with the performance of any provision of this Agreement, or any act or neglect of Service Provider or Servicer Providers officers, directors, trustees, agents, contractors, servants, employees, invitees, in connection with Schools obligations under this Agreement. In the event School shall, without fault on its part, be made a party to any litigation commenced by or against Service Provider, then Servicer Provider shall protect and hold School harmless and shall pay all costs, expenses, and attorney's fees incurred by School in connection with such litigation, including any appeals.

Nothing contained in this provision shall be deemed to require Service Provider to indemnify School for any acts or omissions of School, its agents, contractors, servants, employees, licensees, or invitees or for breach of this Agreement, nor shall this provision be deemed to require Service Provider to indemnify School for School's own gross negligence, or the gross negligence of School's agents, contractors, servants, employees, licensees, or invitees, nor shall this provision operate to release School from its own affirmative duties with respect this Agreement.

Notwithstanding anything stated in this Agreement to the contrary, the Agreement and all provisions contained herein shall be subject to and governed by F.S. 768.28 as amended.

### **31. Miscellaneous**

(1) Neither party shall be considered in default of this Agreement if the performance of any part or all if this Agreement 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, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

(2) This Agreement shall constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing, and said written modification(s) shall be executed by both parties. Any amendment to this Agreement shall require approval of the Board.

(3) Neither party shall assign this Agreement without the written consent of the other party;

(4) No waiver of any provision of or default under this Agreement shall be deemed or shall constitute a waiver of any other provision or default unless expressly stated in writing.

(5) If any provision or any part of this Agreement 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 Agreement and all such provisions shall remain in full force and effect.

(6) This Agreement is not intended to create any rights of a third party beneficiary.

(7) This Agreement is made and entered into in the State of Florida and shall be interpreted according to and governed by the laws of that state. Any action arising from this Agreement, shall be brought in a court in County, Florida.

(8) In the event of a dispute arising from this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs.

(9) Every notice, approval, consent or other communication authorized or required by this Agreement 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:

Academica  
6340 Sunset Drive  
Miami, Florida 33143  
Attn: President

Sample Charter School Inc.  
ADDRESS LINE 1  
ADDRESS LINE 2  
Attn: Chairperson

(10) The headings in the Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.

(11) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

(12) Each of the persons executing this Agreement warrants that such person has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

THIS AGREEMENT was approved at a meeting of the Board of Directors of SAMPLE CHARTER SCHOOL, INC held on the \_\_\_\_\_ day of \_\_\_\_\_ 2015. At that meeting, the undersigned Director of SAMPLE CHARTER SCHOOL, INC was authorized by the Board to execute a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

CharterSchoolCorp

(For SAMPLE CHARTER SCHOOL)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, Chair / President

ACADEMICA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Fernando Zulueta, President

## **Appendix D - Job Descriptions**

## Job Descriptions

**POSITION TITLE:** Principal  
**CONTRACT YEAR:** Twelve Months

### QUALIFICATIONS

**EDUCATION:** Master's degree in Educational Leadership or related educational field from an accredited educational institution.

### EXPERIENCE

**REQUIRED:** Five (5) years successful teaching and administrative experience. Satisfactory completion of the principal training program. Valid Florida School Principal or Educational Leadership Certification..

**REPORTS TO:** School Board of Directors

**SUPERVISES:** Administrative, Instructional, and Support Personnel

**POSITION GOAL:** To provide the leadership and vision necessary to develop and administer educational programs that optimizes the human and material resources available for a successful and safe school program for students, staff, parents, and community.

### ESSENTIAL PERFORMANCE RESPONSIBILITIES:

**The Principal shall:**

- Provide instructional leadership and supervision for student achievement.
- Manage and administer the development, implementation and assessment of the instructional program at the assigned school.
- Provide a comprehensive instructional program for middle grades to address the diverse needs of the school population.
- Utilize current research, outside resources, performance data and feedback from students, teachers, parents and the community to make decisions related to improvement of instruction and student performance.

- Promote high student achievement.
- Coordinate the School Advisory Council.
- Coordinate program planning with district instructional staff.
- Oversee the acquisition and utilization of textbooks, other instructional materials and equipment.
- Facilitate the testing program for the school.
- Align school initiatives with district, state and school goals.
- Establish and coordinate procedures for students, teachers, parents and the community to evaluate curriculum.
- Direct or oversee the development of the master schedule and assign teachers according to identified needs.
- Facilitate the horizontal and vertical articulation of curriculum within the school, as well as between the school and its feeder system.
- Facilitate, monitor and coordinate the implementation of Exceptional Student Education (ESE) programs and services.
- Provide leadership in the effective use of technology in the classroom.
- Performs other duties as assigned.

#### **PERSONNEL ACTION SERVICES:**

- Supervise the establishment and maintenance of individual professional development plans for each instructional employee.
- Interview and select qualified personnel to be recommended for employment.
- Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment action.
- Implement and administer negotiated employee contracts at the school site.
- Assign and supervise school personnel to special projects for the enhancement of student learning.
- Establish job assignments for school-site administrators, teachers and support personnel.
- Develop and administer duty rosters for certificated and non-certificated staff as required.
- Manage and administer personnel development through training, inservice and other developmental activities.
- Provide training opportunities and feedback to personnel at the assigned school.

#### **LEADERSHIP:**

- Provide leadership in the school improvement process, implementation of the school improvement plan and the School Advisory Council.
- Promote the vision and mission of the district.
- Establish a vision and mission for the school in collaboration with key stakeholders.
- Use appropriate interpersonal styles and methods to guide individuals and groups to task accomplishment.
- Access district and community resources to meet school needs.
- Anticipate problems and difficult situations and plan appropriately to handle them.
- Act quickly to stop possible breaches of safety, ineffective procedures and/or interference

with operations.

- Provide recognition and celebration for staff, student and school accomplishment.
- Build teams to accomplish plans, goals and priorities.
- Promote and market the school and its priorities.
- Perform other tasks consistent with the goals and objectives of this position.

#### **SCHOOL OPERATIONS/DELIVERY SYSTEMS:**

- Supervise the operation and management of all activities and functions at the assigned school.
- Develop positive school/community relations and act as liaison between the school and community.
- Access, analyze, interpret and use data in decision-making.
- Coordinate school maintenance and facility needs and monitor progress toward meeting those needs.
- Monitor the custodial program at the school to ensure a clean, healthy and safe learning environment.
- Collaborate with district personnel to coordinate and monitor the food service program at the school.
- Supervise the orderly movement and safety of transportation services on school grounds.
- Manage and supervise the school's financial resources including the preparation and disbursement of the school's budgets and internal accounts.
- Establish and manage accurate student accounting and attendance procedures at the assigned school.
- Conduct staff meetings to discuss policy changes, instructional programs, potential problems and resolution of existing problems.
- Communicate, through proper channels, to keep the Superintendent informed of pending problems or events of unusual nature.
- Direct the establishment of adequate property inventory records and ensure the security of school property.
- Implement the School Board policies, state statutes and federal regulations as they pertain to the assigned school.
- Supervise the preparation and maintenance of accurate and timely reports and records.

#### **PERSONAL/PROFESSIONAL EMPLOYEE QUALITIES:**

- Communicate effectively, both orally and in writing, with parents, students, teachers and the community.
- Model effective listening and positive interaction skills.
- Maintain and model high standards of professional conduct.
- Set high goals and standards for self, others and the organization.
- Keep abreast of trends and changes in educational programs and procedures.
- Participate in developing the strategic plan, school calendar, staffing plan and other district-level activities as required.

## Job Descriptions

**POSITION TITLE:** Assistant Principal  
**CONTRACT YEAR:** Twelve Months

### QUALIFICATIONS

**EDUCATION:** Master's degree in Educational Leadership or related educational field from an accredited educational institution.

### EXPERIENCE

**REQUIRED:** Five (5) years of successful teaching experience. Certification in Administration and Supervision or Educational Leadership.

**REPORTS TO:** School Principal and School Board of Directors

**SUPERVISES:** Instructional and Support Personnel assigned by the principal.

**POSITION GOAL:** To assist the principal with administrative and instructional functions and development and implementation of the school improvement plan to carry out the mission and goals of the school and the district and to meet the needs of students.

### ESSENTIAL PERFORMANCE RESPONSIBILITIES:

**The ESE Specialist shall:**

- Assist in the development, implementation, coordination, organization, management and evaluation of all aspects of the school's educational program including the use of technology.
- Provide recommendations to the principal regarding curriculum improvement.
- Supervise equipment selection, acquisition and inventory.
- Assist the principal in the administration of the summer school program and before and after school programs.
- Assist with the coordination of student field trips.
- Assist in the administration of the school's testing programs.
- Assist in the coordination of the school's accreditation program.
- Assist in developing and implementing the school's technology program.

- Provide leadership and collaboration with the School Advisory Council on the development, implementation, and evaluation of the school improvement plan.
- Assist in administering the Exceptional Student Education Program.
- Assume responsibility for ESOL documentation updates and verification on all student files.
- Supervise the purchase, selection and utilization of textbooks, materials, supplies and equipment.
- Provide for the articulation of the school's instructional program among school personnel and feeder schools.
- Request, orient and assign substitute teachers.
- Assist with college/university intern assignment and placement.
- Develop and monitor the master schedule.
- Conduct staff meetings for the purpose of keeping staff informed concerning policy changes, instructional programs and resolution of existing problems.
- Assist in managing and supervising the exceptional education, bilingual and ESOL programs and requirements.
- Assist in the preparation of the master schedule.
- Assist with the supervision of personnel including orientation of new employees as assigned.
- Assist in developing personnel assignments and duty rosters.
- Assist with the interview and selection of personnel to be recommended for employment as required.
- Assist in implementing and administering the negotiated employee contracts.
- Assist in the coordination of the school's inservice program.
- Assist in the development of individual professional development plans as required.
- Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment action.
- Provide training programs, assistance and feedback to personnel as required.
- Develop and implement school- wide student and staff recognition programs.
- Assist in coordinating and managing transportation services at the assigned school.
- Assist in the effective operation of the school food service program.
- Assist with student attendance and discipline as assigned.
- Enforce district guidelines for proper student conduct with the implementation of disciplinary procedures, policies and statutes that ensure a safe, secure and orderly environment.
- Maintain visibility and accessibility on the school campus.
- Assist in coordinating schedules for extracurricular activities and provide supervision for activities as required.
- Confer with students, parents and teachers to resolve problems and facilitate learning.
- Assist in interpreting and implementing the Pupil Progression Plan.
- Supervise extracurricular activities including athletic events, dances, etc.
- Supervise special activities or events as deemed necessary by principal.

## SCHOOL DISTRICT OF INDIAN RIVER COUNTY

### TEACHER, PRIMARY

#### JOB DESCRIPTION

#### QUALIFICATIONS:

- (1) Bachelor's degree from an accredited educational institution.
- (2) Valid Florida teacher certification in appropriate area.
- (3) Must meet the No Child Left Behind Act regulations and requirements.
- (4) Satisfactory criminal background check and drug screening.

#### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of the prescribed curriculum including emergent and early literacy. Knowledge of child growth and development and especially of characteristics of students/children in the age group assigned. Basic understanding and knowledge of current technology. Knowledge of learning styles. Ability to use varied teaching methods. Knowledge of current trends, research and best practices related to education. Ability to handle problems, concerns and emotional distress with sensitivity and tact. Ability to communicate orally and in writing with students, parents, and others. Ability to plan, establish priorities and implement activities for maximum effectiveness. Ability to assess levels of student achievement effectively, analyze test results, and prescribe actions for improvement. Ability to maintain appropriate student supervision so that students have a safe and orderly environment in which to learn. Ability to work effectively with peers, administrators and others. Knowledge of Florida Educator Accomplished Practices and Teacher Competencies.

#### REPORTS TO:

Principal or designee

#### JOB GOAL

To provide an educational experience in which primary grade students move toward the fulfillment of their potential for intellectual, emotional, physical, and psychological growth and maturation.

#### SUPERVISES:

N/A

#### PERFORMANCE RESPONSIBILITIES:

##### Planning/Preparation

- \*(1) Create or select short- and long-range plans based on district and state curriculum requirements, student profiles and instructional priorities.
- \*(2) Identify specific intended learning outcomes that are challenging, meaningful, and measurable.
- \*(3) Plan and prepare a variety of learning activities considering individual student's culture, learning styles, special needs, and socio-economic background.

**TEACHER, PRIMARY (Continued)**

- \* (4) Use Academic Improvement Plans (AIPs), Individual Education Plans (IEPs), Limited English Proficiency (LEP) plans and 504 plan goals as a basis for planning differentiated instruction.
- \* (5) Develop or select instructional activities which foster active involvement in the learning process.
- \* (6) Identify, select and modify instructional materials to meet the needs of students with varying backgrounds, learning styles and special needs.
- \* (7) Assist in assessing changing curricular needs and plans for improvement.

**Administrative/Management**

- \* (8) Maintain a positive, organized and safe learning environment.
- \* (9) Manage time effectively.
- \* (10) Manage materials and equipment effectively.
- \* (11) Use effective student behavior management techniques.
- \* (12) Enforce school rules, administrative regulations and Board policies.
- \* (13) Establish and maintain effective and efficient record keeping procedures, including but not limited to, required individual student plans and reports.
- \* (14) Use technology resources effectively.
- \* (15) Coordinate and monitor the work of volunteers and aides when assigned.

**Assessment/Evaluation**

- \* (16) Develop and use assessment strategies (traditional and alternative) to assist the continuous development of students.
- \* (17) Interpret data (including but not limited to standardized and other test results) for diagnosis, instructional planning and program evaluation.
- \* (18) Establish appropriate testing environment and test security.
- \* (19) Communicate, in understandable terms, individual student progress to the student, parents, and professional colleagues who need access to the information.
- \* (20) Evaluate the effectiveness of instructional units and teaching strategies.

**Intervention/Direct Services**

- \* (21) Demonstrate knowledge and understanding of subject matter.
- \* (22) Communicate high learning expectations for all students.
- \* (23) Apply principles of learning and effective teaching in instructional delivery.
- \* (24) Use a variety of instructional strategies appropriate for teaching students from diverse backgrounds with different learning styles and special needs and which enhance the application of critical, creative and evaluative thinking capabilities.
- \* (25) Use appropriate material, technology, and other resources to help meet learning needs of all students.
- \* (26) Provide appropriate instructional modification for students with special needs, including exceptional education students and students who have limited English proficiency.
- \* (27) Recognize overt indicators of student distress or abuse and take appropriate action based on school procedures and law.
- \* (28) Provide instruction on safety procedures and proper handling of materials and equipment.
- \* (29) Foster student responsibility, appropriate social behavior, integrity, valuing of cultural diversity, and respect for self and others by role modeling and learning activities.
- \* (30) Assist students with health and hygiene needs as required.

**TEACHER, PRIMARY (Continued)****Collaboration**

- \*(31) Communicate effectively, both orally and in writing, with other professionals, students, parents and community.
- \*(32) Provide accurate and timely information to parents and students about academic and behavioral performance of students.
- \*(33) Collaborate with other professionals and parents after recognizing student distress or abuse.
- \*(34) Collaborate with peers and other professionals to enhance student learning.

**Staff Development**

- \*(35) Engage in a continuing improvement of professional skills and knowledge.
- \*(36) Establish and implement an individual Professional Development Plan annually in accordance with state and district requirements.

**Professional Responsibilities**

- \*(37) Act in a professional and ethical manner and adhere at all times to The Code of Ethics and Principles of Professional Conduct of the Education Profession in Florida.
- \*(38) Demonstrate attention to punctuality and regular attendance.
- \*(39) Prepare all required reports in an accurate and timely manner and maintain all appropriate records.
- \*(40) Maintain confidentiality of student and other professional information.
- \*(41) Comply with policies, procedures and programs.
- \*(42) Exercise appropriate professional judgment.
- \*(43) Support school improvement initiatives.
- \*(44) Ensure that student growth and performance are continuous and appropriate for age group, subject area and/or student program classification.  
Perform other tasks consistent with the goals and objectives of this position.

\*Essential Performance Responsibilities

**PHYSICAL REQUIREMENTS:**

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

Job Description Supplement 03

**TERMS OF EMPLOYMENT:**

|               |           |                                      |
|---------------|-----------|--------------------------------------|
| Instructional | Pay Grade | 196 days worked per year (10 months) |
|---------------|-----------|--------------------------------------|

**EVALUATION:**

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

## Job Descriptions

**POSITION TITLE:** Exceptional Student Education (ESE) Program Specialist  
**CONTRACT YEAR:** Ten Months

### QUALIFICATIONS

**EDUCATION:** Master's degree in Exceptional Student Education (ESE) or related area or currently enrolled in a Master's degree program from an accredited educational institution. Valid Florida certification in an appropriate area.

### EXPERIENCE

**REQUIRED:** Five (5) years successful teaching experience in ESE preferred.

**REPORTS TO:** School Principal

**SUPERVISES:** None

**POSITION GOAL:** To provide oversight, direction and implementation of assigned programs for exceptional students and adults to ensure quality, service and compliance with federal and state regulations.

### ESSENTIAL PERFORMANCE RESPONSIBILITIES:

**The ESE Specialist shall:**

- Develop short- and long- range plans based on district and state curriculum and instructional priorities.
- Define goals and objectives for the assigned curriculum, program or service assignment.
- Plan with teachers and instructional leaders to develop and implement curriculum in the school and district.
- Plan and prepare strategies which support school improvement plans and the district mission.
- Select, develop, modify, and/or adapt materials and resources, which support learning objectives and address varying learning styles, backgrounds and special needs.
- Develop and submit grant proposals.
- Develop, write and revise manuals to support training structure for the exceptionality.
- Provide oversight, direction and implementation for prekindergarten children who may need special education.
- Coordinate and develop appropriate materials that may be helpful for families and teachers of students with disabilities, i.e., manuals, brochures.

- Develop appropriate curriculum strategies and methodologies used in the student with disabilities program.
- Establish and maintain effective and efficient record keeping procedures.
- Manage time effectively.
- Organize materials for efficient distribution.
- Develop, monitor and manage budgets as required.
- Monitor and review Individualized Education Plans (IEPs).
- Seek and apply for additional funding opportunities for programs.
- Conduct manifestation hearings as required.
- Establish and maintain a positive, organized and safe working environment.
- Assist teachers in using assessment strategies (traditional and alternative) to support the continuous development of learners.
- Interpret and use data (including but not limited to standardized and other test results) for planning, decision making and program evaluation.
- Assist school personnel in the collection, analysis and use of data for assessment, evaluation and decision making.
- Use evaluation results to improve programs or services.
- Coordinate the prekindergarten assessment team as required.
- Develop appropriate curriculum and assist in program evaluation.
- Model the maintenance of academic focus by using a variety of motivational techniques.
- Assist teachers in establishing routines and procedures and working with students on consistently following them.
- Demonstrate respect for diverse perspectives, ideas and opinions.
- Foster mutual respect between adults and students.
- Disseminate and interpret current trends and research related to curriculum, instruction, technology and related areas.
- Coordinate the selection, use and evaluation of instructional materials.
- Provide support and assistance to teachers in implementing teaching strategies, identifying appropriate activities, organizing and managing the classroom, selecting material, and addressing needs of individual students.
- Assist in the transition of students between comprehensive campuses.
- Attend initial eligibility staffing to ensure that students, who have significant learning needs and meet state and federal criteria for special education services, receive free appropriate public education (FAPE) and that the resulting plan is implemented in the Least Restrictive Environment (LRE).
- Provide technical assistance and in-service for teachers and parents on curriculum, child development, assessment, classroom management, and transition.
- Provide consultative and technical assistance to ESE teachers, general education teachers, paraprofessionals and families.
- Assume responsibility for notifying school administrators and ESE home based liaison of any changes in Florida Statutes and/or federal regulations that affect ESE students.
- Review program information for audit compliance.
- Provide oversight for the implementation of state and federal regulations and the documentation that the ESE student's education rights under the Individual with Disabilities Education Act (IDEA) have been protected.
- Communicate effectively, orally and in writing, with professionals, students, parents and the community.
- Act in a professional and ethical manner and adhere at all times to The Code of Ethics and the Principles of Professional Conduct of the Education Profession in Florida.
- Stay current with laws and regulations concerning students with disabilities.
- Assist with student field trips as needed.
- Perform other tasks consistent with the goals and objectives of this position.

## Job Descriptions

**POSITION TITLE:** English for Speakers of Other Languages (ESOL) Specialist

**CONTRACT YEAR:** Ten Months

### QUALIFICATIONS

**EDUCATION:** A bachelor's degree. (Master's degree in Teaching English for Speakers of Other Languages (TESOL) preferred.)

Florida Professional Educator Certificate with ESOL Endorsement

### EXPERIENCE

**REQUIRED:** Valid Florida certification in ESOL, Spanish and English preferred. Must meet the No Child Left Behind Act regulations and requirements.

**REPORTS TO:** Principal

**SUPERVISES:** None

**POSITION GOAL:** To utilize all available resources to facilitate learning and to enable ESOL students to succeed in school.

### ESSENTIAL PERFORMANCE RESPONSIBILITIES:

**The English for Speaker of Other Languages Specialist shall:**

- Create or select short- and long- range plans based on district and state curriculum requirements, student profiles and instructional priorities.
- Identify specific intended learning outcomes that are challenging, meaningful, and measurable.
- Plan and prepare a variety of learning activities considering individual student's culture, learning styles, special needs, and socio- economic background.
- Develop or select instructional activities which foster active involvement in the learning process.
- Identify, select and modify instructional materials to meet the needs of students with varying backgrounds, learning styles and special needs.

- Assist in assessing changing curricular needs and plans for improvement.
- Maintain a positive, organized and safe learning environment.
- Use time effectively.
- Manage materials and equipment effectively.
- Use effective student behavior management techniques.
- Enforce school rules, administrative regulations and Board policies.
- Establish and maintain effective and efficient record keeping procedures, including but not limited to, required individual student plans and reports.
- Use technology resources effectively.
- Coordinate and monitor the work of volunteers and aides when assigned.
- Develop and use assessment strategies (traditional and alternative) to assist the continuous development of students.
- Administer standardized tests as needed.
- Diagnose reading and language acquisition problems and plan remediation.
- Interpret data (including but not limited to standardized and other test results) for diagnosis, instructional planning and program evaluation.
- Establish appropriate testing environment and test security.
- Communicate, in understandable terms, individual student progress to the student, parents, and professional colleagues who need access to the information.
- Evaluate the effectiveness of instructional units and teaching strategies.
- Demonstrate knowledge and understanding of subject matter.
- Communicate high learning expectations for all students.
- Apply principles of learning and effective teaching in instructional delivery.
- Use instructional strategies for teaching English as a second language.
- Use a variety of instructional strategies appropriate for teaching students from diverse backgrounds with different learning styles and special needs and which enhance the application of critical, creative and evaluative thinking capabilities.
- Use appropriate material, technology, and other resources to help meet learning needs of all students.
- Provide appropriate instructional modification for students with special needs, including exceptional education students and students who have limited English proficiency.
- Teach Sunshine State Standards and Reading Benchmarks.
- Communicate with students in heritage language as needed.
- Assist students with assignments from other classes.
- Assist ESOL students with preparation for standardized tests.
- Comply with Florida Consent Decree.
- Participate in Migrant Summer School.
- Translate orally and in writing from English to Spanish and from Spanish to English.
- Recognize overt indicators of student distress or abuse and take appropriate action based on school procedures and law.
- Provide instruction on safety procedures and proper handling of materials and equipment.
- Foster student responsibility, appropriate social behavior, integrity, valuing of cultural diversity, and respect for self and others by role modeling and learning activities.
- Assist students with health and hygiene needs as required.

- Communicate effectively, both orally and in writing, with other professionals, students, parents and community.
- Provide accurate and timely information to parents and students about academic and behavioral performance of students.
- Communicate with parents in heritage language.
- Serve as liaison between teachers, parents and students.
- Assist guidance counselors with schedules for ESOL students.
- Collaborate with other professionals and parents after recognizing student distress or abuse.
- Collaborate with peers and other professionals to enhance student learning.
- Participate in parent meetings.
- Assist teachers with ESOL strategies.
- Engage in a continuing improvement of professional skills and knowledge.
- Establish and implement an individual Professional Development Plan annually in accordance with state and district requirements.
- Act in a professional and ethical manner and adhere at all times to The Code of Ethics and Principles of Professional Conduct of the Education Profession in Florida.
- Demonstrate attention to punctuality and regular attendance.
- Prepare all required reports in an accurate and timely manner and maintain all appropriate records.
- Maintain confidentiality of student and other professional information.
- Comply with policies, procedures and programs.
- Exercise appropriate professional judgment.
- Support school improvement initiatives.
- Ensure that student growth/performance is continuous and appropriate for age group, subject area and/or student program classification.
- Perform other tasks consistent with the goals and objectives of this position.

#### **KNOWLEDGE, SKILLS, AND ABILITIES:**

- Knowledge of child growth and development and especially of characteristics of students/children in the age group assigned. Knowledge of the culture of the students.
- Knowledge of prescribed curriculum. Basic understanding and knowledge of current technology.
- Knowledge of learning styles.
- Ability to use varied teaching methods.
- Knowledge of current trends, research and best practices related to education.
- Knowledge of strategies for the English for Speakers of Other Languages (ESOL) program.
- Knowledge of School Board policies and practices as they relate to teaching.
- Ability to teach a second language.
- Ability to handle problems, concerns and emotional distress with sensitivity and tact.
- Ability to communicate orally and in writing with students, parents, and others. Ability to plan, establish priorities and implement activities for maximum effectiveness.
- Ability to assess levels of student achievement effectively, analyze test results, and

prescribe actions for improvement.

- Ability to maintain appropriate student supervision so that students have a safe and orderly environment in which to learn.
- Ability to work effectively with peers, administrators and others.
- Knowledge of Florida Educator Accomplished Practices and Teacher Competencies.

## Job Descriptions

**POSITION TITLE:** Reading/Literacy Coach  
**CONTRACT YEAR:** Ten Months

### QUALIFICATIONS

**EDUCATION:** Bachelor's degree from an accredited educational institution and advanced coursework or professional development in reading is required.

### EXPERIENCE

**REQUIRED:** Must be endorsed or K-12 certified in the area of reading, or working toward that status by completing a minimum of two (2) reading endorsement competencies of sixty (60) in-service hours each or six (6) semester hours of college coursework in reading per year.

**REPORTS TO:** Principal

**SUPERVISES:** None

**POSITION GOAL:** The reading/literacy coach will serve as a stable resource for professional development throughout a school to generate improvement in reading and literacy instruction and student achievement. Coaches will support and provide initial and ongoing professional development to teachers.

### ESSENTIAL PERFORMANCE RESPONSIBILITIES:

**The Reading/Literacy Coach shall:**

- Each of the major reading components, as needed, based on an analysis of student performance data.
- Administration and analysis of instructional assessments.
- Providing differentiated instruction and intensive intervention.
- Model effective instructional strategies for teachers; Facilitate study groups; Train teachers in data analysis and using data to differentiate instruction.
- Coach and mentor colleagues and provide daily support to classroom teachers.

- Work with teachers to ensure that research-based reading programs (comprehensive core reading programs, supplemental reading programs and comprehensive intervention reading programs) are implemented with fidelity.
- Help to increase instructional density to meet the needs of all students;
- Help lead and support reading leadership teams at their school(s);
- Continue to increase their knowledge base in best practices in reading instruction, intervention, and instructional reading strategies;
- Work with all teachers (including ESE, content area, and elective areas) in the school they serve, prioritizing their time to those teachers, activities, and roles that will have the greatest impact on student achievement, namely coaching and mentoring in classrooms;
- Work frequently with students in whole and small group instruction in the context of modeling and coaching in other teachers' classrooms;
- Not be asked to perform administrative functions that will confuse their role for teachers; and spend limited time administering or coordinating assessments.
- While the reading coach must not be assigned a regular classroom teaching assignment, they are expected to work frequently with students in whole and small group instruction in the context of modeling and coaching in other teachers' classrooms.

**Appendix E - Sample Parent Contract**

## SAMPLE CHARTER SCHOOL, INC. Parent/Guardian Contract

I, the undersigned parent/guardian of \_\_\_\_\_, hereby agree to abide by the following policies and procedures of \_\_\_\_\_.

- **Absences:** In accordance with School and DISTRICT Daily Attendance Policies, students must be physically present in school for a minimum of 2 hours in order to be counted as present for attendance purposes each day. For each day a student is absent, Parents/guardians must submit supporting documentation explaining the reason for the absence. Documentation submitted more than 3 days (72 hours) after the student's return to school will not be accepted, and the absence(s) will be deemed unexcused. Students with excessive absences will be referred to the administration/Attendance Review Committee. Referrals will be issued after reaching the school's maximum allowance, and may result in the student's report card reflecting insufficient attendance for receiving a grade. Please be advised: for students in grades 9-12, five (5) or more unexcused absences in a semester course or ten (10) or more in an annual course, may result in the withholding of a student's grade.
- **Arrival:** Arrival time is from \_\_\_\_\_ am to \_\_\_\_\_ am. Students must be in their seats at the commencement of homeroom in the morning. Any student arriving after the commencement of homeroom will receive a tardy pass. Students arriving outside of the School's designated times may be enrolled in a before-care program, where available, including all applicable fees. Please be advised: SAMPLE CHARTER SCHOOL is not responsible for students who arrive more than thirty (30) minutes prior to the start of school, except for those who are enrolled in and pay fees to the before-care program.
- **Tardies:** All tardies are unexcused. If students arrive after the commencement of school, please do not send the student to class. Students arriving after the commencement of school must report directly to the School's designated office or area. Students with excessive tardies will be referred to the administration/Attendance Review Committee.
- **Dismissal:** Dismissal time is \_\_\_\_\_ pm. Students departing outside of the School's designated times may be enrolled in an after-care program, where available, including all applicable fees. Please be aware that all charges must be resolved in full by the last day of school. Please be advised that SAMPLE CHARTER SCHOOL is not responsible for students remaining on campus after the School's dismissal times, except for those who are enrolled in and pay fees to the after-care program.
- **Early Dismissal:** For a student to be dismissed early, parents must report to the designated office/area. Students with excessive unexcused early dismissals, will be referred to the administration/Attendance Review Committee. Students will not be dismissed 30 minutes prior to dismissal time without previous written notice. There are NO EXCEPTIONS!
- **Unauthorized Items Policy:** Please note that students are not allowed to bring any illegal or unauthorized items to school, including but not limited to: toys, unauthorized/unapproved electronic devices, pets, animals, or any other object otherwise inappropriate for the educational environment. The School will confiscate any unauthorized items a student may bring to school. Confiscated items will only be returned to parents at which time a parent/student conference may be required. The school may keep any such unauthorized items until the end of the school year. Violations of this policy will be addressed through the student code of conduct, may result in further penalties, and may subject the student to disciplinary action and/or referral to the School's administration/discipline review committee. While the School will take every measure to protect such items, the School shall not be responsible for loss or damage to any unauthorized items which have been confiscated. Any items not claimed by the last day of school shall be disposed of without further liability to the School.
- **Uniform Policy:** Official School uniforms must be worn every day. Students who arrive to school without proper uniform may be referred to the administration and may not return to class until in proper uniform. Students with repeated violations of this policy will be referred to the administration/Discipline Review Committee.
- **Volunteer Hours:** Parental/Guardian involvement is a critical component of your child's educational success. SAMPLE CHARTER SCHOOL prides itself on the success of our students and therefore requires that parents/guardians become active stakeholders in their child's future. All SAMPLE CHARTER SCHOOL parents/guardians are asked to complete thirty (30) volunteer hours, or the

equivalent, per academic year. All parent/guardian volunteer hours must be completed prior to the last day of school.

- **Academic Recovery:** If the School identifies your student as requiring additional instruction and/or remediation including but not limited to: mandatory tutoring, summer school, etc., attendance at and successful completion of same shall be required. Alternative and/or make-up sessions may be scheduled at the discretion of the administration.
- **Outstanding Fees:** Failure to pay all outstanding fees may result in the loss and/or suspension of extra-curricular activity privileges. Fees may include but shall not be limited to: lost books, late library fees, lunch accounts, before/after care fees, and any and all fees which may accrue in the normal course of the school year.
- **Internet and Media Use Policy:** No recording, either photographic or audio/visual in nature may be made on school property without the express authorization of the administration. No document or media existing now or in the future and which impacts the School and/or disrupts the learning environment, relating to the School, its staff or students, including but not limited to photographs, letters, yearbooks, and other material may be published in any public forum or media without the express authorization of the administration. Furthermore, the unauthorized use of the SAMPLE CHARTER SCHOOL name and/or any of its logos is expressly prohibited. For purposes of this section, the term "public forum or media includes but shall not be limited to publicly accessible websites and web forums, newspapers, print and other media sources.
- **DISTRICT County Public Schools:** Please note: all charter schools in Florida are public schools, and students enrolled in SAMPLE CHARTER SCHOOL are public school students, subject to those applicable policies of DISTRICT County Public Schools.

**We understand the policies set forth in this SAMPLE CHARTER SCHOOL Parent/Guardian Contract and agree to abide by them. Failure to adhere to any of the policies as stated in the Parent/Guardian Contract will be considered a violation of this contract.**

**Student's Name:** \_\_\_\_\_

**Grade:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent Name:** \_\_\_\_\_

X

Parent Signature

**Appendix F - High Performing  
Verification Letter**

# FLORIDA DEPARTMENT OF EDUCATION



## STATE BOARD OF EDUCATION

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September 4, 2013

Ms. Kim Guilarte-Gil  
Principal  
Somerset Academy Elementary School South Miami Campus  
c/o Christine McGuinn  
6340 Sunset Drive  
South Miami, Florida 33143

Dear Principal Guilarte-Gil:

This letter serves as notification that the Florida Department of Education has verified that Somerset Academy Elementary School South Miami Campus (13-2007) currently meets the criteria for high-performing charter school status pursuant to section 1002.331, Florida Statutes.

If you have any questions, please contact the Office of Independent Education and Parental Choice at 850-245-0502 or via email at [charterschools@fldoe.org](mailto:charterschools@fldoe.org).

Thank you for your continued participation in our mission to improve the quality of educational options for Florida's students.

Sincerely,

Pam Stewart

PS/jh

cc: Ms. Tiffanie Pauline, Charter School Liaison

Appendix G – Lender Commitment Letter



buildinghope

QUALITY/RESULTS/GROWTH FOR PUBLIC CHARTER SCHOOLS

July 1, 2015

**RE: Somerset Academy Vero Beach, Miami, FL**

To whom it may concern:

Building Hope is a non-profit foundation based in Washington, DC that works to close the educational achievement gap by giving students access to high quality public charter schools in cities across the country. We support the expansion of academically successful schools with the capacity to grow their enrollments in order to catalyze change across their local public education systems by providing technical and financial assistance related to capital projects. Our services may also include grants to pay for professional fees associated with a project (i.e., architect, engineering), or other project-specific needs and sponsoring school fundraising events to support the academic program.

Building Hope is committed to support Somerset Academy, Inc. in securing a long-range plan for the opening of the above-referenced charter school. In order to ensure that the charter school is able to secure working capital for opening, Building Hope can offer a number of different services including facility and working capital financing. Building Hope may provide such financial assistance to the charter school by:

- Lending funds to for facilities acquisitions and/or improvements at below-market rates.
- Guaranteeing, insuring, and reinsuring debt used to assist charter schools to acquire, renovate, or construct school facilities.
- Guaranteeing or insuring leases of personal or real property that are needed to begin or continue the operation of the charter schools.
- Facilitating financing by potential lenders.
- Facilitating the issuance of bonds by charter schools or other public entities for the benefit of charter schools.
- Credit Enhancement Program

In addition, if the charter school is unable to secure a start-up grant, Building Hope can secure a line of credit for the school to help with the startup costs. Building Hope provides loan guarantees to make facilities financing more affordable for public charter schools throughout the United States. Guarantees range in size from \$250,000 to \$1 million. They have a five-year term with a 1% commitment fee and a 1% annual guaranty fee.

Sincerely,

S. Joseph Bruno  
President

**Addendum B - Applicant History Worksheet  
Form IEPC-M1A**

| Somerset Academy, Inc.  |   |         | Status as of the date application is submitted. For any school that is closed, please attach separate page explaining reasons for closure, with supporting documentation if applicable. | Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch | Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at <a href="http://schoolgrades.fldoe.org/">http://schoolgrades.fldoe.org/</a> . | Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as (\$25,000). | Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue) | Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating |
|-------------------------|---|---------|---|--|--|---|---|--|
| 2015 (Most Recent Year) |   |         |   |  |  |   |   |  |
| District                | School Name   | MSID    | Status (Active/Closed)  | Enrollment /FRL%   | School Grade/School Improvement Rating   | Year End Fund Balance   | Unassigned Fund Balance as Percentage of Total Revenue  | Audit Finding (Yes/No)   |
| Dade                    | Somerset Academy (Miami-Dade)                                   | 13-0520 | Active  | 590/65%  | N/A  | N/A   | N/A   | N/A  |
| Dade                    | Somerset Academy Middle School (Miami-Dade)                     | 13-6004 | Active  | 211/66%  | N/A  | N/A   | N/A   | N/A  |
| Dade                    | Somerset Academy (Silver Palms)                                 | 13-0332 | Active  | 623/84%  | N/A  | N/A   | N/A   | N/A  |
| Dade                    | Somerset Academy High School (Miami-Dade)                       | 13-7042 | Active  | 347/76%  | N/A  | N/A   | N/A   | N/A  |
| Dade                    | Somerset Academy High School (South Campus)                     | 13-7038 | Active  | 30/83%   | N/A  | N/A   | N/A   | N/A  |
| Dade                    | Somerset Preparatory Academy at Silver Palms                    | 13-4012 | Active  | 669/80%  | N/A  | N/A   | N/A   | N/A  |
| Dade                    | Somerset City Arts Academy                                      | 13-2012 | Active  | 363/69%  | N/A  | N/A   | N/A   | N/A  |
| Dade                    | Somerset Academy Middle School (Country Palms)                  | 13-6043 | Active  | 35/74%   | N/A  | N/A   | N/A   | N/A  |
| Dade                    | Somerset Oaks Academy   | 13-3033 | Active  | 293/82%  | N/A  | N/A   | N/A   | N/A  |
| Dade                    | Somerset Academy Elementary School (South Miami Campus)         | 13-2007 | Active  | 451/16%  | N/A  | N/A   | N/A   | N/A  |
| Dade                    | Somerset Academy Middle School (South Miami)                    | 13-6053 | Active  | 152/17%  | N/A  | N/A   | N/A   | N/A  |
| Dade                    | Somerset Academy Charter Elementary School (South Homestead)    | 13-0339 | Active  | 488/85%  | N/A  | N/A   | N/A   | N/A  |
| Dade                    | Somerset Academy Charter Middle School (South Homestead)        | 13-6013 | Active  | 222/77%  | N/A  | N/A   | N/A   | N/A  |
| Dade                    | Somerset Academy Charter High School (South Homestead)          | 13-7034 | Active  | 110/87%  | N/A  | N/A   | N/A   | N/A  |
| Dade                    | Somerset Gables Academy   | 13-5008 | Active  | 412/15%  | N/A  | N/A   | N/A   | N/A  |
| Dade                    | Somerset Academy Bay  | 13-5062 | Active  | 249/16%  | N/A  | N/A   | N/A   | N/A  |
| Dade                    | Somerset Academy Bay Middle School                              | 13-6128 | Active  | 42/24%   | N/A  | N/A   | N/A   | N/A  |
| Dade                    | Somerset Academy Virtual Middle High School                     | 13-6016 | Active  | 20/25%   | N/A  | N/A   | N/A   | N/A  |
| Dade                    | Somerset Academy Middle School (Country Palms)                  | 06-5151 | Active  | 827/34%  | N/A  | N/A   | N/A   | N/A  |
| Broward                 | Somerset Academy  | 06-5141 | Active  | 938/32%  | N/A  | N/A   | N/A   | N/A  |
| Broward                 | Somerset Academy High School                                    | 06-5221 | Active  | 1,101/45%  | N/A  | N/A   | N/A   | N/A  |
| Broward                 | Somerset Arts Conservatory                                      | 06-5396 | Active  | 116/36%  | N/A  | N/A   | N/A   | N/A  |
| Broward                 | Somerset Academy (Miramar Campus)                               | 06-5405 | Active  | 644/64%  | N/A  | N/A   | N/A   | N/A  |
| Broward                 | Somerset Academy Middle School (Miramar Campus)                 | 06-5406 | Active  | 439/65%  | N/A  | N/A   | N/A   | N/A  |
| Broward                 | Somerset Academy Miramar South                                  | 06-5054 | Active  | 105/43%  | N/A  | N/A   | N/A   | N/A  |
| Broward                 | Somerset Academy (Davie)  | 06-5211 | Active  | 150/59%  | N/A  | N/A   | N/A   | N/A  |
| Broward                 | Somerset Academy East Preparatory                               | 06-5391 | Active  | 289/87%  | N/A  | N/A   | N/A   | N/A  |
| Broward                 | Somerset Academy Hollywood                                      | 06-5387 | Active  | 49/78%   | N/A  | N/A   | N/A   | N/A  |
| Broward                 | Somerset Academy Hollywood Middle School                        | 06-5419 | Active  | 11/82%   | N/A  | N/A   | N/A   | N/A  |
| Broward                 | Somerset Academy Village  | 06-5004 | Active  | 235/93%  | N/A  | N/A   | N/A   | N/A  |
| Broward                 | Somerset Academy Village Charter Middle School                  | 06-5002 | Active  | 116/90%  | N/A  | N/A   | N/A   | N/A  |
| Broward                 | Somerset Preparatory Academy Charter School at North Lauderdale | 06-5003 | Active  | 701/92%  | N/A  | N/A   | N/A   | N/A  |

| Somerset Academy, Inc. |   |         | Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch | Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at <a href="http://schoolgrades.fldoe.org/">http://schoolgrades.fldoe.org/</a> . | Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as (\$25,000). | Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue) | Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If audit is not yet available, indicate with |
|------------------------|---|---------|--|--|---|---|--|
| 2014                   |   |         |  |  |   |   |  |
| District               | School Name   | MSID    | Enrollment /FRL%   | School Grade/School Improvement Rating   | Year End Fund Balance   | Unassigned Fund Balance as Percentage of Total Revenue  | Audit Finding (Yes/No)   |
| Dade                   | Somerset Academy (Miami-Dade)                                   | 13-0520 | 571/59%  | B  | \$495,667   | 11%   | No   |
| Dade                   | Somerset Academy Middle School (Miami-Dade)                     | 13-6004 | 230/67%  | A  | \$487,286   | 32%   | No   |
| Dade                   | Somerset Academy (Silver Palms)                                 | 13-0332 | 631/81%  | A  | \$100,385   | 2%  | No   |
| Dade                   | Somerset Academy High School (Miami-Dade)                       | 13-7042 | 345/78%  | A  | \$287,250   | 11%   | No   |
| Dade                   | Somerset Academy High School (South Campus)                     | 13-7038 | 30/73%   | A  | \$102,599   | 51%   | No   |
| Dade                   | Somerset Preparatory Academy at Silver Palms                    | 13-4012 | 640/82%  | B  | \$100,385   | 2%  | No   |
| Dade                   | Somerset City Arts Academy                                      | 13-2012 | 315/62%  | C  | \$174,426   | 6%  | No   |
| Dade                   | Somerset Academy Middle School (Country Palms)                  | 13-6043 | 28/64%   | A  | \$105,126   | 55%   | No   |
| Dade                   | Somerset Oaks Academy   | 13-3033 | 69/57%   | N/A  | \$114,845   | 23%   | No   |
| Dade                   | Somerset Academy Elementary School (South Miami Campus)         | 13-2007 | 475/16%  | A  | \$897,039   | 21%   | No   |
| Dade                   | Somerset Academy Middle School (South Miami)                    | 13-6053 | 115/8%   | A  | \$216,837   | 29%   | No   |
| Dade                   | Somerset Academy Charter Elementary School (South Homestead)    | 13-0339 | 445/76%  | B  | \$1,041,118   | 29%   | No   |
| Dade                   | Somerset Academy Charter Middle School (South Homestead)        | 13-6013 | 184/78%  | A  | \$268,177   | 22%   | No   |
| Dade                   | Somerset Academy Charter High School (South Homestead)          | 13-7034 | 79/75%   | C  | \$64,060  | 12%   | No   |
| Dade                   | Somerset Gables Academy   | 13-5008 | 294/10%  | A  | \$414,716   | 13%   | No   |
| Dade                   | Somerset Academy Bay  | 13-5062 | 218/12%  | A  | \$184,773   | 7%  | No   |
| Dade                   | Somerset Academy Bay Middle School                              | 13-6128 | 25/16%   | A  | \$13,708  | 7%  | No   |
| Dade                   | Somerset Academy Virtual Middle High School                     | 13-6016 | N/A  | N/A  |   |   | No   |
| Dade                   | Somerset Academy Middle School (Country Palms)                  | 06-5151 | 870/33%  | A  | \$406,144   | 7%  | No   |
| Broward                | Somerset Academy  | 06-5141 | 938/31%  | A  | \$1,453,590   | 12%   | No   |
| Broward                | Somerset Academy High School                                    | 06-5221 | 1,030/40%  | A  | \$886,551   | 12%   | No   |
| Broward                | Somerset Arts Conservatory                                      | 06-5396 | 129/39%  | A  | \$919,127   | 106%  | No   |
| Broward                | Somerset Academy (Miramar Campus)                               | 06-5405 | 670/57%  | A  | \$2,740,540   | 48%   | No   |
| Broward                | Somerset Academy Middle School (Miramar Campus)                 | 06-5406 | 449/65%  | A  | \$853,029   | 27%   | No   |
| Broward                | Somerset Academy Miramar South                                  | 06-5054 | 78/41%   | N/A  | \$421,597   | 70%   | No   |
| Broward                | Somerset Academy (Davie)  | 06-5211 | 144/45%  | A  | \$921,834   | 77%   | No   |
| Broward                | Somerset Academy East Preparatory                               | 06-5391 | 289/78%  | A  | \$1,148,905   | 48%   | No   |
| Broward                | Somerset Academy Hollywood                                      | 06-5387 | 80/81%   | F  | \$55,240  | 7%  | No   |
| Broward                | Somerset Academy Hollywood Middle School                        | 06-5419 | 15/80%   | A  | \$4,733   | 5%  | No   |
| Broward                | Somerset Academy Village  | 06-5004 | 284/94%  | C  | \$794,251   | 33%   | No   |
| Broward                | Somerset Academy Village Charter Middle School                  | 06-5002 | 128/91%  | C  | \$242,720   | 22%   | No   |
| Broward                | Somerset Preparatory Academy Charter School at North Lauderdale | 06-5003 | 786/97%  | D  | \$1,000,581   | 16%   | No   |

| Somerset Academy, Inc. |   |         | Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch | Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at <a href="http://schoolgrades.fldoe.org/">http://schoolgrades.fldoe.org/</a> . | Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as (\$25,000). | Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue) | Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If |
|------------------------|---|---------|--|--|---|---|--|
| <b>2013</b>            |   |         |  |  |   |   |  |
| District               | School Name   | MSID    | Enrollment /FRL%   | School Grade/School Improvement Rating   | Year End Fund Balance   | Unassigned Fund Balance as Percentage of Total Revenue  | Audit Finding (Yes/No)   |
| Dade                   | Somerset Academy (Miami-Dade)                                   | 13-0520 | 175/49%  | A  | \$148,938   | 4%  | No   |
| Dade                   | Somerset Academy Middle School (Miami-Dade)                     | 13-6004 | 222/50%  | A  | \$359,633   | 26%   | No   |
| Dade                   | Somerset Academy (Silver Palms)                                 | 13-0332 | 637/84%  | A  | \$187,858   | 4%  | No   |
| Dade                   | Somerset Academy High School (Miami-Dade)                       | 13-7042 | 343/80%  | A  | \$403,913   | 17%   | No   |
| Dade                   | Somerset Academy High School (South Campus)                     | 13-7038 | 4/100%   | N/A  | \$71,115  | 261%  | No   |
| Dade                   | Somerset Preparatory Academy at Silver Palms                    | 13-4012 | 612/85%  | B  | \$187,858   | 4%  | No   |
| Dade                   | Somerset City Arts Academy                                      | 13-2012 | 296/30%  | C  | \$132,946   | 5%  | No   |
| Dade                   | Somerset Academy Middle School (Country Palms)                  | 13-6043 | 38/24%   | C  | \$68,963  | 30%   | No   |
| Dade                   | Somerset Oaks Academy   | 13-3033 | 54/24%   | N/A  | \$46,073  | 8%  | No   |
| Dade                   | Somerset Academy Elementary School (South Miami Campus)         | 13-2007 | 476/15%  | A  | \$598,933   | 15%   | No   |
| Dade                   | Somerset Academy Middle School (South Miami)                    | 13-6053 | 131/18%  | A  | \$147,518   | 19%   | No   |
| Dade                   | Somerset Academy Charter Elementary School (South Homestead)    | 13-0339 | 315/73%  | B  | \$551,280   | 22%   | No   |
| Dade                   | Somerset Academy Charter Middle School (South Homestead)        | 13-6013 | 134/75%  | A  | \$200,615   | 25%   | No   |
| Dade                   | Somerset Academy Charter High School (South Homestead)          | 13-7034 | 41/78%   | N/A  | \$15,896  | 3%  | No   |
| Dade                   | Somerset Gables Academy   | 13-5008 | 231/4%   | N/A  | \$321,017   | 14%   | No   |
| Dade                   | Somerset Academy Bay  | 13-5062 | N/A  | N/A  |   |   | No   |
| Dade                   | Somerset Academy Bay Middle School                              | 13-6128 | N/A  | N/A  |   |   | No   |
| Dade                   | Somerset Academy Virtual Middle High School                     | 13-6016 | N/A  | N/A  |   |   | No   |
| Dade                   | Somerset Academy Middle School (Country Palms)                  | 06-5151 | 868/32   | A  | \$419,022   | 8%  | No   |
| Broward                | Somerset Academy  | 06-5141 | 895/36%  | A  | \$227,621   | 2%  | No   |
| Broward                | Somerset Academy High School                                    | 06-5221 | 853/36   | A  | \$702,884   | 12%   | No   |
| Broward                | Somerset Arts Conservatory                                      | 06-5396 | 163/37%  | A  | \$695,169   | 69%   | No   |
| Broward                | Somerset Academy (Miramar Campus)                               | 06-5405 | 722/63%  | A  | \$2,490,987   | 13%   | No   |
| Broward                | Somerset Academy Middle School (Miramar Campus)                 | 06-5406 | 391/68%  | A  | \$512,017   | 20%   | No   |
| Broward                | Somerset Academy Miramar South                                  | 06-5054 | 79/57%   | N/A  | \$208,570   | 37%   | No   |
| Broward                | Somerset Academy (Davie)  | 06-5211 | 149/36%  | A  | \$778,162   | 72%   | No   |
| Broward                | Somerset Academy East Preparatory                               | 06-5391 | 297/80%  | A  | \$942,097   | 42%   | No   |
| Broward                | Somerset Academy Hollywood                                      | 06-5387 | N/A  | N/A  |   |   | No   |
| Broward                | Somerset Academy Hollywood Middle School                        | 06-5419 | N/A  | N/A  |   |   | No   |
| Broward                | Somerset Academy Village  | 06-5004 | 302/89%  | C  | \$715,931   | 32%   | No   |
| Broward                | Somerset Academy Village Charter Middle School                  | 06-5002 | 161/87%  | D  | \$91,322  | 7%  | No   |
| Broward                | Somerset Preparatory Academy Charter School at North Lauderdale | 06-5003 | 788/91%  | C  | \$463,756   | 8%  | No   |

| Somerset Academy, Inc. |   |         | Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch | Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at <a href="http://schoolgrades.fldoe.org/">http://schoolgrades.fldoe.org/</a> . | Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as (\$25,000). | Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue) | Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," |
|------------------------|---|---------|--|--|---|---|---|
| <b>2012</b>            |   |         |  |  |   |   |   |
| District               | School Name   | MSID    | Enrollment /FRL%   | School Grade/School Improvement Rating   | Year End Fund Balance   | Unassigned Fund Balance as Percentage of Total Revenue  | Audit Finding (Yes/No)  |
| Dade                   | Somerset Academy (Miami-Dade)                                   | 13-0520 | 546/57%  | A  | \$159,511   | 4%  | No  |
| Dade                   | Somerset Academy Middle School (Miami-Dade)                     | 13-6004 | 227/54%  | A  | \$304,650   | 22%   | No  |
| Dade                   | Somerset Academy (Silver Palms)                                 | 13-0332 | 623/82%  | A  | \$282,124   | 6%  | No  |
| Dade                   | Somerset Academy High School (Miami-Dade)                       | 13-7042 | 366/82%  | A  | \$494,331   | 20%   | No  |
| Dade                   | Somerset Academy High School (South Campus)                     | 13-7038 | 5/100%   | N/A  | \$85,648  | 221%  | No  |
| Dade                   | Somerset Preparatory Academy at Silver Palms                    | 13-4012 | 479/82%  | A  | \$282,124   | 6%  | No  |
| Dade                   | Somerset City Arts Academy                                      | 13-2012 | 243/52%  | B  | \$118,820   | 6%  | No  |
| Dade                   | Somerset Academy Middle School (Country Palms)                  | 13-6043 | 18/61%   | N/A  | \$70,062  | 39%   | No  |
| Dade                   | Somerset Oaks Academy   | 13-3033 | 18/39%   | N/A  | \$30,194  | 21%   | No  |
| Dade                   | Somerset Academy Elementary School (South Miami Campus)         | 13-2007 | 456/14%  | A  | \$504,433   | 13%   | No  |
| Dade                   | Somerset Academy Middle School (South Miami)                    | 13-6053 | 116/15%  | A  | \$81,818  | 12%   | No  |
| Dade                   | Somerset Academy Charter Elementary School (South Homestead)    | 13-0339 | 316/73%  | B  | \$440,096   | 19%   | No  |
| Dade                   | Somerset Academy Charter Middle School (South Homestead)        | 13-6013 | 114/72%  | B  | \$185,352   | 27%   | No  |
| Dade                   | Somerset Academy Charter High School (South Homestead)          | 13-7034 | 20/70%   | N/A  | \$1,516   | 1%  | No  |
| Dade                   | Somerset Gables Academy   | 13-5008 | 75/1%  | N/A  | \$290,359   | 26%   | No  |
| Dade                   | Somerset Academy Bay  | 13-5062 | N/A  | N/A  |   |   | No  |
| Dade                   | Somerset Academy Bay Middle School                              | 13-6128 | N/A  | N/A  |   |   | No  |
| Dade                   | Somerset Academy Virtual Middle High School                     | 13-6016 | N/A  | N/A  |   |   | No  |
| Dade                   | Somerset Academy Middle School (Country Palms)                  | 06-5151 | 842/38%  | A  | \$70,062  | 39%   | No  |
| Broward                | Somerset Academy  | 06-5141 | 886/35%  | A  | \$80,856  | 1%  | No  |
| Broward                | Somerset Academy High School                                    | 06-5221 | 755/43%  | A  | \$37,014  | 1%  | No  |
| Broward                | Somerset Arts Conservatory                                      | 06-5396 | 91/47%   | A  | \$421,087   | 75%   | No  |
| Broward                | Somerset Academy (Miramar Campus)                               | 06-5405 | 811/62%  | A  | \$2,260,864   | 37%   | No  |
| Broward                | Somerset Academy Middle School (Miramar Campus)                 | 06-5406 | 357/67%  | A  | \$388,429   | 17%   | No  |
| Broward                | Somerset Academy Miramar South                                  | 06-5054 | N/A  | N/A  | \$2,260,864   | 37%   | No  |
| Broward                | Somerset Academy (Davie)  | 06-5211 | 141/40%  | A  | \$695,352   | 67%   | No  |
| Broward                | Somerset Academy East Preparatory                               | 06-5391 | 299/82%  | A  | \$689,025   | 31%   | No  |
| Broward                | Somerset Academy Hollywood                                      | 06-5387 | N/A  | N/A  |   |   | No  |
| Broward                | Somerset Academy Hollywood Middle School                        | 06-5419 | N/A  | N/A  |   |   | No  |
| Broward                | Somerset Academy Village  | 06-5004 | 348/83%  | C  | \$619,330   | 25%   | No  |
| Broward                | Somerset Academy Village Charter Middle School                  | 06-5002 | 141/84%  | C  | \$111,142   | 10%   | No  |
| Broward                | Somerset Preparatory Academy Charter School at North Lauderdale | 06-5003 | 687/85%  | C  | \$195,071   | 4%  | No  |

Somerset Academy, Inc.

Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch

Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at <http://schoolgrades.fldoe.org/>.

Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as (\$25,000).

Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue)

Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If

2011

| District | School Name   | MSID    | Enrollment /FRL% | School Grade/School Improvement Rating | Year End Fund Balance | Unassigned Fund Balance as Percentage of Total Revenue | Audit Finding (Yes/No) |
|----------|---|---------|------------------|--|-----------------------|--|------------------------|
| Dade     | Somerset Academy (Miami-Dade)                                   | 13-0520 | 527/54%          | A                                      | \$153,993             | 4%   | No                     |
| Dade     | Somerset Academy Middle School (Miami-Dade)                     | 13-6004 | 174/46%          | A                                      | \$291,211             | 24%  | No                     |
| Dade     | Somerset Academy (Silver Palms)                                 | 13-0332 | 948/80%          | N/A                                    | \$496,376             | 7%   | No                     |
| Dade     | Somerset Academy High School (Miami-Dade)                       | 13-7042 | 286/81%          | A                                      | \$692,019             | 31%  | No                     |
| Dade     | Somerset Academy High School (South Campus)                     | 13-7038 | 17/82%           | N/A                                    | \$105,205             | 56%  | No                     |
| Dade     | Somerset Preparatory Academy at Silver Palms                    | 13-4012 | N/A              | N/A                                    | \$496,376             | 7%   | No                     |
| Dade     | Somerset City Arts Academy                                      | 13-2012 | 209/33%          | A                                      | \$28,373              | 2%   | No                     |
| Dade     | Somerset Academy Middle School (Country Palms)                  | 13-6043 | 10/10%           | N/A                                    | \$29,985              | 29%  | No                     |
| Dade     | Somerset Oaks Academy   | 13-3033 | N/A              | N/A                                    |                       |  | No                     |
| Dade     | Somerset Academy Elementary School (South Miami Campus)         | 13-2007 | 425/14%          | A                                      | \$402,182             | 9%   | No                     |
| Dade     | Somerset Academy Middle School (South Miami)                    | 13-6053 | 73/8%            | A                                      | \$47,509              | 10%  | No                     |
| Dade     | Somerset Academy Charter Elementary School (South Homestead)    | 13-0339 | 292/67%          | A                                      | \$418,590             | 18%  | No                     |
| Dade     | Somerset Academy Charter Middle School (South Homestead)        | 13-6013 | 104/65%          | A                                      | \$168,647             | 23%  | No                     |
| Dade     | Somerset Academy Charter High School (South Homestead)          | 13-7034 | N/A              | N/A                                    |                       |  | No                     |
| Dade     | Somerset Gables Academy   | 13-5008 | 57/2%            | N/A                                    | \$23,497              | 3%   | No                     |
| Dade     | Somerset Academy Bay  | 13-5062 | N/A              | N/A                                    |                       |  | No                     |
| Dade     | Somerset Academy Bay Middle School                              | 13-6128 | N/A              | N/A                                    |                       |  | No                     |
| Dade     | Somerset Academy Virtual Middle High School                     | 13-6016 | N/A              | N/A                                    |                       |  | No                     |
| Dade     | Somerset Academy Middle School (Country Palms)                  | 06-5151 | 795/27%          | A                                      | \$29,985              | 29%  | No                     |
| Broward  | Somerset Academy  | 06-5141 | 862/31%          | A                                      | \$1,394,864           | 17%  | No                     |
| Broward  | Somerset Academy High School                                    | 06-5221 | 703/36%          | A                                      | \$738,552             | 14%  | No                     |
| Broward  | Somerset Arts Conservatory                                      | 06-5396 | 76/36%           | A                                      | \$331,080             | 61%  | No                     |
| Broward  | Somerset Academy (Miramar Campus)                               | 06-5405 | 695/55%          | A                                      | \$2,475,131           | 40%  | No                     |
| Broward  | Somerset Academy Middle School (Miramar Campus)                 | 06-5406 | 396/55%          | A                                      | \$595,337             | 20%  | No                     |
| Broward  | Somerset Academy Miramar South                                  | 06-5054 | N/A              | N/A                                    |                       |  | No                     |
| Broward  | Somerset Academy (Davie)  | 06-5211 | 142/42%          | A                                      | \$627,236             | 55%  | No                     |
| Broward  | Somerset Academy East Preparatory                               | 06-5391 | 232/73%          | A                                      | \$391,536             | 19%  | No                     |
| Broward  | Somerset Academy Hollywood                                      | 06-5387 | N/A              | N/A                                    |                       |  | No                     |
| Broward  | Somerset Academy Hollywood Middle School                        | 06-5419 | N/A              | N/A                                    |                       |  | No                     |
| Broward  | Somerset Academy Village  | 06-5004 | 306/81%          | C                                      | \$339,736             | 12%  | No                     |
| Broward  | Somerset Academy Village Charter Middle School                  | 06-5002 | 92/87%           | C                                      | \$8,652               | 1%   | No                     |
| Broward  | Somerset Preparatory Academy Charter School at North Lauderdale | 06-5003 | 440/81%          | D                                      | \$203,298             | 6%   | No                     |

**Addendum C - Applicant Worksheet History  
Form IEPC - M1A**

| ACADEMICA |   |         | Status as of the date application is submitted. For any school that is closed, please attach separate page explaining reasons for closure with | Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible | Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued | Unassigned Fund Balance from independent annual audit. Deficit fund balances should be reported in | Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by | Applicant should indicate whether the independent financial audit included any of the following findings: financial |
|-----------|---|---------|--|---|--|--|--|---|
| District  | School Name   | MSID    | Status (Active/Closed)   | Enrollment / FRL%   | School Grade/School Improvement Rating   | Year End Fund Balance  | Unassigned Fund Balance as Percentage of Total Revenue   | Audit Finding (Yes/No)  |
| Dade      | Mater Academy   | 13-0100 | Active   | 1,603/ 93%  | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Academy East Charter School                       | 13-3100 | Active   | 621/ 86%  | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Academy East Charter Middle School                | 13-6009 | Active   | 333/96%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Academy East Charter High School                  | 13-7037 | Active   | 339/96%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Academy of International Studies                  | 13-1017 | Active   | 553/98%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Academy Middle School of International Studies    | 13-6047 | Active   | 188/94%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Academy High School of International Studies      | 13-7024 | Active   | 20/100%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Academy Middle School                             | 13-6012 | Active   | 1,351/87%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Academy High School                               | 13-7160 | Active   | 1,742/84%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Performing Arts & Entertainment Academy           | 13-7014 | Active   | 333/81%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Gardens Academy Elementary School                 | 13-0312 | Active   | 582/53%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Gardens Academy Middle School                     | 13-6042 | Active   | 218/60%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Lakes Academy Middle School                       | 13-6033 | Active   | 845/78%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Lakes Academy High School                         | 13-7018 | Active   | 1,143/76%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Academy (Miami Beach)                             | 13-5047 | Active   | 532/70%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Academy High School (Miami Beach)                 | 13-7025 | Active   | 30/87%  | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Grove Academy                                     | 13-5045 | Active   | 182/58%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Brickell Preparatory School                       | 13-5046 | Active   | 172/53%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Academy at Mt. Sinai                              | 13-5054 | Active   | 146/58%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Academy   | 13-5384 | Active   | 565/95%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Academy Middle School                             | 13-6014 | Active   | 768/90%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Preparatory Academy High School                   | 13-7090 | Active   | 383/87%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Academy Virtual Middle School                     | 13-6997 | Active   | 23/48%  | N/A  | N/A  | N/A  | N/A   |
| Dade      | Sports Leadership and Management Charter Middle School  | 13-6015 | Active   | 568/86%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Sports Leadership and Management Charter High School    | 13-7016 | Active   | 394/87%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Ben Gamla Charter School                                | 13-5022 | Active   | 249/36%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | City of Hialeah Educational Academy                     | 13-7262 | Active   | 619/87%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Doral Academy   | 13-3030 | Active   | 1,143/44%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Just Arts and Management Middle School                  | 13-6083 | Active   | 99/56%  | N/A  | N/A  | N/A  | N/A   |
| Dade      | Doral Academy of Technology                             | 13-3029 | Active   | 185/53%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Doral Academy Charter Middle School                     | 13-6030 | Active   | 1,283/58%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Doral Academy Charter High School                       | 13-7020 | Active   | 1,515/60%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Doral Performing Arts and Entertainment Academy         | 13-7009 | Active   | 379/54%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Theodore R. and Thelma A. Gibson Charter School         | 13-2060 | Active   | 286/100%  | N/A  | N/A  | N/A  | N/A   |
| Dade      | Integrated Science and Asian Culture Academy            | 13-2004 | Active   | 13/77%  | N/A  | N/A  | N/A  | N/A   |
| Dade      | International Studies Charter Middle School             | 13-6045 | Active   | 300/63%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | International Studies Charter High School               | 13-7007 | Active   | 391/61%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | International Studies Virtual Academy                   | 13-6017 | Active   | N/A   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Miami Children's Museum Charter School                  | 13-4000 | Active   | 303/15%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Pinecrest Preparatory Academy Charter School            | 13-0600 | Active   | 650/55%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Pinecrest Preparatory Academy Charter Middle School     | 13-6022 | Active   | 537/64%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Pinecrest Preparatory Academy High School               | 13-7053 | Active   | 477/63%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Pinecrest Academy South Campus                          | 13-0342 | Active   | 732/63%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Pinecrest Palm Academy                                  | 13-4634 | Active   | 18/0%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Pinecrest Academy (North Campus)                        | 13-5048 | Active   | 437/66%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Pinecrest Academy Middle School (North Campus)          | 13-6003 | Active   | 22/73%  | N/A  | N/A  | N/A  | N/A   |
| Dade      | Pinecrest Cove Academy                                  | 13-5049 | Active   | 731/56%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Somerset Academy (Miami-Dade)                           | 13-0520 | Active   | 590/65%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Somerset Academy Middle School (Miami-Dade)             | 13-6004 | Active   | 211/66%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Somerset Academy (Silver Palms)                         | 13-0332 | Active   | 623/84%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Somerset Academy High School (Miami-Dade)               | 13-7042 | Active   | 347/76%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Somerset Academy High School (South Campus)             | 13-7038 | Active   | 30/83%  | N/A  | N/A  | N/A  | N/A   |
| Dade      | Somerset Preparatory Academy at Silver Palms            | 13-4012 | Active   | 669/80%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Somerset City Arts Academy                              | 13-2012 | Active   | 363/69%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Somerset Academy Middle School (Country Palms)          | 13-6043 | Active   | 35/74%  | N/A  | N/A  | N/A  | N/A   |
| Dade      | Somerset Oaks Academy                                   | 13-3033 | Active   | 293/82%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Somerset Academy Elementary School (South Miami Campus) | 13-2007 | Active   | 451/16%   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Somerset Academy Middle School (South Miami)            | 13-6053 | Active   | 152/17%   | N/A  | N/A  | N/A  | N/A   |

| District   | School Name  | MSID    | Status (Active/Closed) | Enrollment /FRL% | School Grade/School Improvement Rating | Year End Fund Balance | Unassigned Fund Balance as Percentage of Total Revenue | Audit Finding (Yes/No) |
|------------|--|---------|------------------------|------------------|--|-----------------------|--|------------------------|
| Dade       | Somerset Academy Charter Elementary School (South Homestead)         | 13-0339 | Active                 | 488/85%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Dade       | Somerset Academy Charter Middle School (South Homestead)             | 13-6013 | Active                 | 222/77%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Dade       | Somerset Academy Charter High School (South Homestead)               | 13-7034 | Active                 | 110/87%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Dade       | Somerset Gables Academy  | 13-5008 | Active                 | 412/15%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Dade       | Somerset Academy Bay   | 13-5062 | Active                 | 249/16%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Dade       | Somerset Academy Bay Middle School                                   | 13-6128 | Active                 | 42/24%           | N/A                                    | N/A                   | N/A  | N/A                    |
| Dade       | Somerset Academy Virtual Middle High School                          | 13-6016 | Active                 | 20/25%           | N/A                                    | N/A                   | N/A  | N/A                    |
| Dade       | Somerset Academy Middle School (Country Palms)                       | 06-5151 | Active                 | 827/34%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy   | 06-5141 | Active                 | 938/32%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy High School   | 06-5221 | Active                 | 1,101/45%        | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Arts Conservatory   | 06-5396 | Active                 | 116/36%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy (Miramar Campus)                                    | 06-5405 | Active                 | 644/64%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy Middle School (Miramar Campus)                      | 06-5406 | Active                 | 439/65%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy Miramar South                                       | 06-5054 | Active                 | 105/43%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy (Davie)   | 06-5211 | Active                 | 150/59%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy East Preparatory                                    | 06-5391 | Active                 | 289/87%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy Hollywood   | 06-5387 | Active                 | 49/78%           | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy Hollywood Middle School                             | 06-5419 | Active                 | 11/82%           | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy Village   | 06-5004 | Active                 | 235/93%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy Village Charter Middle School                       | 06-5002 | Active                 | 116/90%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Preparatory Academy Charter School at North Lauderdale      | 06-5003 | Active                 | 701/92%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Preparatory Academy Charter High School at North Lauderdale | 06-5006 | Active                 | 215/84%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy Neighborhood School                                 | 06-5021 | Active                 | 515/73%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Preparatory Academy Charter Middle School                   | 06-5441 | Active                 | 334/75%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy Charter High School (Miramar Campus)                | 06-5007 | Active                 | 282/66%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Pines Academy   | 06-5030 | Active                 | 484/71%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy Pompano   | 06-5388 | Active                 | 165/81%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy Pompano Middle School                               | 06-5413 | Active                 | 24/83%           | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Ben Gamla Charter School   | 06-5410 | Active                 | 589/50%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Ben Gamla Charter School (North Campus)                              | 06-5001 | Active                 | 76/71%           | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Ben Gamla South Broward  | 06-5392 | Active                 | 379/60%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Ben Gamla Charter School (Hallandale Campus)                         | 06-5025 | Active                 | 12/58%           | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Ben Gamla Charter High School  | 06-5005 | Active                 | 128/53%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Orange     | Cornerstone Charter Academy  | 48-0133 | Active                 | 916/9%           | N/A                                    | N/A                   | N/A  | N/A                    |
| Orange     | Cornerstone Charter High School                                      | 48-0146 | Active                 | 355/11%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Orange     | Pinecrest Preparatory Charter School (Orlando Campus)                | 48-0155 | Active                 | 226/12%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Orange     | Pinecrest Creek Academy  | 48-0203 | Active                 | 208/22%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Duval      | Somerset Academy (Eagle Campus)                                      | 16-1251 | Active                 | 219/12%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Duval      | Somerset Academy Charter Middle School (Eagle Campus)                | 16-1261 | Active                 | 109/16%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Duval      | Somerset Academy High School (Eagle Campus)                          | 16-1381 | Active                 | 28/14%           | N/A                                    | N/A                   | N/A  | N/A                    |
| Duval      | Somerset Preparatory Academy   | 16-5501 | Active                 | 356/23%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Palm Beach | Ben Gamla Charter School Palm Beach                                  | 50-3941 | Active                 | 286/0%           | N/A                                    | N/A                   | N/A  | N/A                    |
| Palm Beach | Somerset Academy Boca  | 50-3413 | Active                 | 318/0%           | N/A                                    | N/A                   | N/A  | N/A                    |
| Palm Beach | Somerset Academy Boca Middle   | 50-4041 | Active                 | 41/0%            | N/A                                    | N/A                   | N/A  | N/A                    |
| Palm Beach | Somerset Academy Middle School                                       | 50-4012 | Active                 | 748/0%           | N/A                                    | N/A                   | N/A  | N/A                    |
| Palm Beach | Somerset Academy Canyons High School                                 | 50-4013 | Active                 | 242/0%           | N/A                                    | N/A                   | N/A  | N/A                    |
| St. Lucie  | Somerset College Preparatory Academy                                 | 56-0712 | Active                 | 291/44%          | N/A                                    | N/A                   | N/A  | N/A                    |
| Monroe     | Key West Collegiate School   | 44-0382 | Active                 | 77/5%            | N/A                                    | N/A                   | N/A  | N/A                    |
| Dade       | Excelsior Language Academy of Hialeah                                | 13-5029 | Active                 | --               | --                                     | --                    | --   | --                     |
| Dade       | Excelsior Academy High School  | 13-7054 | Active                 | --               | --                                     | --                    | --   | --                     |
| Brevard    | Odyssey Charter School   | 05-6507 | Active                 | --               | --                                     | --                    | --   | --                     |
| Brevard    | Palm Bay Community Charter   | 05-6519 | Closed*                | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Brevard    | Palm Bay Municipal Charter High School                               | 05-6520 | Closed*                | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Orange     | Pinecrest Preparatory Charter High School (Orlando Campus)           | 48-0162 | Closed*                | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Pinellas   | Ben Gamla Charter School   | 52-7321 | Closed*                | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Monroe     | Key West Montessori Charter School                                   | 44-0351 | Active                 | --               | --                                     | --                    | --   | --                     |

\*See supporting documentation

-- School did not have service agreement with ESP

| ACADEMICA |   |         | Status as of the date application is submitted. For any school that is closed, please attach separate page explaining reasons for closure with | Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible | Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued | Unassigned Fund Balance from independent annual audit. Deficit fund balances should be reported in | Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by | Applicant should indicate whether the independent financial audit included any of the following findings: financial |
|-----------|---|---------|--|---|--|--|--|---|
| District  | School Name   | MSID    | Status (Active/Closed)   | Enrollment /FRL%  | School Grade/School Improvement Rating   | Year End Fund Balance  | Unassigned Fund Balance as Percentage of Total Revenue   | Audit Finding (Yes/No)  |
| Dade      | Mater Academy   | 13-0100 | Active   | 747/91%   | A  | \$2,824,936  | 48%  | No  |
| Dade      | Mater Academy East Charter School                       | 13-3100 | Active   | 627/87%   | A  | \$2,431,290  | 48%  | No  |
| Dade      | Mater Academy East Charter Middle School                | 13-6009 | Active   | 355/96%   | C  | \$691,613  | 28%  | No  |
| Dade      | Mater Academy East Charter High School                  | 13-7037 | Active   | 355/93%   | B  | \$300,020  | 12%  | No  |
| Dade      | Mater Academy of International Studies                  | 13-1017 | Active   | 560/97%   | A  | \$570,624  | 13%  | No  |
| Dade      | Mater Academy Middle School of International Studies    | 13-6047 | Active   | 150/93%   | A  | \$223,174  | 19%  | No  |
| Dade      | Mater Academy High School of International Studies      | 13-7024 | Active   | 25/92%  | B  | \$423,645  | 224%   | No  |
| Dade      | Mater Academy Middle School                             | 13-6012 | Active   | 1,351/83%   | A  | \$2,786,060  | 29%  | No  |
| Dade      | Mater Academy High School                               | 13-7160 | Active   | 1,709/81%   | A  | \$3,092,787  | 24%  | No  |
| Dade      | Mater Performing Arts & Entertainment Academy           | 13-7014 | Active   | 238/74%   | A  | \$441,918  | 26%  | No  |
| Dade      | Mater Gardens Academy Elementary School                 | 13-0312 | Active   | 570/52%   | A  | \$129,966  | 3%   | No  |
| Dade      | Mater Gardens Academy Middle School                     | 13-6042 | Active   | 231/55%   | A  | \$84,830   | 5%   | No  |
| Dade      | Mater Lakes Academy Middle School                       | 13-6033 | Active   | 792/77%   | A  | \$1,630,634  | 31%  | No  |
| Dade      | Mater Lakes Academy High School                         | 13-7018 | Active   | 1,007/73%   | A  | \$3,218,282  | 45%  | No  |
| Dade      | Mater Academy (Miami Beach)                             | 13-5047 | Active   | 537/69%   | B  | \$771,702  | 17%  | No  |
| Dade      | Mater Academy High School (Miami Beach)                 | 13-7025 | Active   | 17/82%  | C  | \$36,522   | 24%  | No  |
| Dade      | Mater Grove Academy                                     | 13-5045 | Active   | 134/39%   | A  | \$238,986  | 24%  | No  |
| Dade      | Mater Brickell Preparatory School                       | 13-5046 | Active   | 171/25%   | A  | \$214,693  | 17%  | No  |
| Dade      | Mater Academy at Mt. Sinai                              | 13-5054 | Active   | 105/57%   | N/A  | \$191,116  | 18%  | No  |
| Dade      | Mater Academy   | 13-5384 | Active   | 389/95%   | B  | \$75,244   | 2%   | No  |
| Dade      | Mater Academy Middle School                             | 13-6014 | Active   | 541/86%   | C  | \$310,487  | 9%   | No  |
| Dade      | Mater Preparatory Academy High School                   | 13-7090 | Active   | 201/82%   | C  | \$115,111  | 8%   | No  |
| Dade      | Mater Academy Virtual Middle School                     | 13-6997 | Active   | 16/56%  | N/A  | \$6,294  | 11%  | No  |
| Dade      | Sports Leadership and Management Charter Middle School  | 13-6015 | Active   | 441/83%   | C  | \$58,001   | 2%   | No  |
| Dade      | Sports Leadership and Management Charter High School    | 13-7016 | Active   | 265/85%   | C  | \$149,664  | 8%   | No  |
| Dade      | Ben Gamla Charter School                                | 13-5022 | Active   | 241/34%   | A  | \$70,870   | 4%   | No  |
| Dade      | City of Hialeah Educational Academy                     | 13-7262 | Active   | 571/89%   | A  | \$494,184  | 12%  | No  |
| Dade      | Doral Academy   | 13-3030 | Active   | 1,140/39%   | A  | \$3,807,527  | 39%  | No  |
| Dade      | Just Arts and Management Middle School                  | 13-6083 | Active   | 100/41%   | A  | \$123,415  | 15%  | No  |
| Dade      | Doral Academy of Technology                             | 13-3029 | Active   | 186/43%   | A  | \$677,361  | 51%  | No  |
| Dade      | Doral Academy Charter Middle School                     | 13-6030 | Active   | 1,321/58%   | A  | \$3,089,055  | 32%  | No  |
| Dade      | Doral Academy Charter High School                       | 13-7020 | Active   | 1,384/60%   | B  | \$141,204  | 1%   | No  |
| Dade      | Doral Performing Arts and Entertainment Academy         | 13-7009 | Active   | 331/51%   | A  | \$103,635  | 4%   | No  |
| Dade      | Theodore R. and Thelma A. Gibson Charter School         | 13-2060 | Active   | 245/99%   | C  | -\$50,032  | -2%  | No  |
| Dade      | Integrated Science and Asian Culture Academy            | 13-2004 | Active   | 25/12%  | A  | \$97,670   | 52%  | No  |
| Dade      | International Studies Charter Middle School             | 13-6045 | Active   | 299/64%   | A  | \$280,960  | 14%  | No  |
| Dade      | International Studies Charter High School               | 13-7007 | Active   | 405/60%   | A  | \$201,304  | 17%  | No  |
| Dade      | International Studies Virtual Academy                   | 13-6017 | Active   | N/A   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Miami Children's Museum Charter School                  | 13-4000 | Active   | 307/41%   | A  | \$1,687,875  | 75%  | No  |
| Dade      | Pinecrest Preparatory Academy Charter School            | 13-0600 | Active   | 650/50%   | A  | \$1,592,406  | 30%  | No  |
| Dade      | Pinecrest Preparatory Academy Charter Middle School     | 13-6022 | Active   | 604/57%   | A  | \$602,808  | 14%  | No  |
| Dade      | Pinecrest Preparatory Academy High School               | 13-7053 | Active   | 412/67%   | A  | \$471,723  | 16%  | No  |
| Dade      | Pinecrest Academy South Campus                          | 13-0342 | Active   | 732/61%   | A  | \$1,340,997  | 20%  | No  |
| Dade      | Pinecrest Palm Academy                                  | 13-4634 | Active   | 18/0%   | N/A  | \$6,987  | 5%   | No  |
| Dade      | Pinecrest Academy (North Campus)                        | 13-5048 | Active   | 415/62%   | A  | \$447,185  | 13%  | No  |
| Dade      | Pinecrest Academy Middle School (North Campus)          | 13-6003 | Active   | 22/73%  | A  | \$14,106   | 10%  | No  |
| Dade      | Pinecrest Cove Academy                                  | 13-5049 | Active   | 715/53%   | A  | \$495,063  | 9%   | No  |
| Dade      | Somerset Academy (Miami-Dade)                           | 13-0520 | Active   | 571/59%   | B  | \$495,667  | 11%  | No  |
| Dade      | Somerset Academy Middle School (Miami-Dade)             | 13-6004 | Active   | 230/67%   | A  | \$487,286  | 32%  | No  |
| Dade      | Somerset Academy (Silver Palms)                         | 13-0332 | Active   | 631/81%   | A  | \$100,385  | 2%   | No  |
| Dade      | Somerset Academy High School (Miami-Dade)               | 13-7042 | Active   | 345/78%   | A  | \$287,250  | 11%  | No  |
| Dade      | Somerset Academy High School (South Campus)             | 13-7038 | Active   | 30/73%  | A  | \$102,599  | 51%  | No  |
| Dade      | Somerset Preparatory Academy at Silver Palms            | 13-4012 | Active   | 640/82%   | B  | \$100,385  | 2%   | No  |
| Dade      | Somerset City Arts Academy                              | 13-2012 | Active   | 315/62%   | C  | \$174,426  | 6%   | No  |
| Dade      | Somerset Academy Middle School (Country Palms)          | 13-6043 | Active   | 28/64%  | A  | \$105,126  | 55%  | No  |
| Dade      | Somerset Oaks Academy                                   | 13-3033 | Active   | 69/57%  | N/A  | \$114,845  | 23%  | No  |
| Dade      | Somerset Academy Elementary School (South Miami Campus) | 13-2007 | Active   | 475/16%   | A  | \$897,039  | 21%  | No  |
| Dade      | Somerset Academy Middle School (South Miami)            | 13-6053 | Active   | 115/8%  | A  | \$216,837  | 29%  | No  |

| District   | School Name  | MSID    | Status (Active/Closed) | Enrollment /FRL% | School Grade/School Improvement Rating | Year End Fund Balance | Unassigned Fund Balance as Percentage of Total Revenue | Audit Finding (Yes/No) |
|------------|--|---------|------------------------|------------------|--|-----------------------|--|------------------------|
| Dade       | Somerset Academy Charter Elementary School (South Homestead)         | 13-0339 | Active                 | 445/76%          | B                                      | \$1,041,118           | 29%  | No                     |
| Dade       | Somerset Academy Charter Middle School (South Homestead)             | 13-6013 | Active                 | 184/78%          | A                                      | \$268,177             | 22%  | No                     |
| Dade       | Somerset Academy Charter High School (South Homestead)               | 13-7034 | Active                 | 79/75%           | C                                      | \$64,060              | 12%  | No                     |
| Dade       | Somerset Gables Academy  | 13-5008 | Active                 | 294/10%          | A                                      | \$414,716             | 13%  | No                     |
| Dade       | Somerset Academy Bay   | 13-5062 | Active                 | 218/12%          | A                                      | \$184,773             | 7%   | No                     |
| Dade       | Somerset Academy Bay Middle School                                   | 13-6128 | Active                 | 25/16%           | A                                      | \$13,708              | 7%   | No                     |
| Dade       | Somerset Academy Virtual Middle High School                          | 13-6016 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Dade       | Somerset Academy Middle School (Country Palms)                       | 06-5151 | Active                 | 870/33%          | A                                      | \$406,144             | 7%   | No                     |
| Broward    | Somerset Academy   | 06-5141 | Active                 | 938/31%          | A                                      | \$1,453,590           | 12%  | No                     |
| Broward    | Somerset Academy High School   | 06-5221 | Active                 | 1,030/40%        | A                                      | \$886,551             | 12%  | No                     |
| Broward    | Somerset Arts Conservatory   | 06-5396 | Active                 | 129/39%          | A                                      | \$919,127             | 106%   | No                     |
| Broward    | Somerset Academy (Miramar Campus)                                    | 06-5405 | Active                 | 670/57%          | A                                      | \$2,740,540           | 48%  | No                     |
| Broward    | Somerset Academy Middle School (Miramar Campus)                      | 06-5406 | Active                 | 449/65%          | A                                      | \$853,029             | 27%  | No                     |
| Broward    | Somerset Academy Miramar South                                       | 06-5054 | Active                 | 78/41%           | N/A                                    | \$421,597             | 70%  | No                     |
| Broward    | Somerset Academy (Davie)   | 06-5211 | Active                 | 144/45%          | A                                      | \$921,834             | 77%  | No                     |
| Broward    | Somerset Academy East Preparatory                                    | 06-5391 | Active                 | 289/78%          | A                                      | \$1,148,905           | 48%  | No                     |
| Broward    | Somerset Academy Hollywood   | 06-5387 | Active                 | 80/81%           | F                                      | \$55,240              | 7%   | No                     |
| Broward    | Somerset Academy Hollywood Middle School                             | 06-5419 | Active                 | 15/80%           | A                                      | \$4,733               | 5%   | No                     |
| Broward    | Somerset Academy Village   | 06-5004 | Active                 | 284/94%          | C                                      | \$794,251             | 33%  | No                     |
| Broward    | Somerset Academy Village Charter Middle School                       | 06-5002 | Active                 | 128/91%          | C                                      | \$242,720             | 22%  | No                     |
| Broward    | Somerset Preparatory Academy Charter School at North Lauderdale      | 06-5003 | Active                 | 786/97%          | D                                      | \$1,000,581           | 16%  | No                     |
| Broward    | Somerset Preparatory Academy Charter High School at North Lauderdale | 06-5006 | Active                 | 192/97%          | C                                      | \$240,495             | 18%  | No                     |
| Broward    | Somerset Academy Neighborhood School                                 | 06-5021 | Active                 | 504/74%          | A                                      | \$1,453,590           | 12%  | No                     |
| Broward    | Somerset Preparatory Academy Charter Middle School                   | 06-5441 | Active                 | 337/72%          | A                                      | \$364,722             | 16%  | No                     |
| Broward    | Somerset Academy Charter High School (Miramar Campus)                | 06-5007 | Active                 | 251/76%          | B                                      | \$146,198             | 8%   | No                     |
| Broward    | Somerset Pines Academy   | 06-5030 | Active                 | 477/65%          | B                                      | \$604,299             | 17%  | No                     |
| Broward    | Somerset Academy Pompano   | 06-5388 | Active                 | 159/79%          | F                                      | \$50,735              | 4%   | No                     |
| Broward    | Somerset Academy Pompano Middle School                               | 06-5413 | Active                 | 23/96%           | B                                      | \$36,031              | 20%  | No                     |
| Broward    | Ben Gamla Charter School   | 06-5410 | Active                 | 579/47%          | B                                      | \$110,354             | 2%   | No                     |
| Broward    | Ben Gamla Charter School (North Campus)                              | 06-5001 | Active                 | 75/69%           | A                                      | \$1,737               | 0%   | No                     |
| Broward    | Ben Gamla South Broward  | 06-5392 | Active                 | 386/49%          | B                                      | \$3,525               | 0%   | No                     |
| Broward    | Ben Gamla Charter School (Hallandale Campus)                         | 06-5025 | Active                 | 28/50%           | C                                      | \$26,451              | 14%  | No                     |
| Broward    | Ben Gamla Charter High School  | 06-5005 | Active                 | 123/41%          | C                                      | \$4,150               | 1%   | No                     |
| Orange     | Cornerstone Charter Academy  | 48-0133 | Active                 | 892/3%           | A                                      | \$1,092,169           | 16%  | No                     |
| Orange     | Cornerstone Charter High School                                      | 48-0146 | Active                 | 314/0%           | A                                      | \$216,744             | 10%  | No                     |
| Orange     | Pinecrest Preparatory Charter School (Orlando Campus)                | 48-0155 | Active                 | 209/50%          | A                                      | \$159,511             | 10%  | No                     |
| Orange     | Pinecrest Creek Academy  | 48-0203 | Active                 | 231/0%           | F                                      | \$39,561              | 2%   | No                     |
| Duval      | Somerset Academy (Eagle Campus)                                      | 16-1251 | Active                 | 259/51%          | C                                      | \$50,287              | 2%   | No                     |
| Duval      | Somerset Academy Charter Middle School (Eagle Campus)                | 16-1261 | Active                 | 136/46%          | B                                      | -\$39,931             | -4%  | No                     |
| Duval      | Somerset Academy High School (Eagle Campus)                          | 16-1381 | Active                 | 21/52%           | F                                      | \$21,832              | 9%   | No                     |
| Duval      | Somerset Preparatory Academy   | 16-5501 | Active                 | 211/55%          | F                                      | \$186,117             | 35%  | No                     |
| Palm Beach | Ben Gamla Charter School Palm Beach                                  | 50-3941 | Active                 | 281/21%          | A                                      | \$186,081             | 9%   | No                     |
| Palm Beach | Somerset Academy Boca  | 50-3413 | Active                 | 284/24%          | B                                      | \$221,279             | 10%  | No                     |
| Palm Beach | Somerset Academy Boca Middle   | 50-4041 | Active                 | 23/13%           | A                                      | \$180                 | 0%   | No                     |
| Palm Beach | Somerset Academy Middle School                                       | 50-4012 | Active                 | 546/20%          | B                                      | -\$7                  | 0%   | No                     |
| Palm Beach | Somerset Academy Canyons High School                                 | 50-4013 | Active                 | 118/23%          | B                                      | \$64,568              | 6%   | No                     |
| St. Lucie  | Somerset College Preparatory Academy                                 | 56-0712 | Active                 | 211/43%          | A                                      | \$24,920              | 2%   | No                     |
| Monroe     | Key West Collegiate School   | 44-0382 | Active                 | 72/35%           | C                                      | \$49,567              | 8%   | No                     |
| Dade       | Excelsior Language Academy of Hialeah                                | 13-5029 | Active                 | --               | --                                     | --                    | --   | --                     |
| Dade       | Excelsior Academy High School  | 13-7054 | Active                 | --               | --                                     | --                    | --   | --                     |
| Brevard    | Odyssey Charter School   | 05-6507 | Active                 | --               | --                                     | --                    | --   | --                     |
| Brevard    | Palm Bay Community Charter   | 05-6519 | Closed*                | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Brevard    | Palm Bay Municipal Charter High School                               | 05-6520 | Closed*                | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Orange     | Pinecrest Preparatory Charter High School (Orlando Campus)           | 48-0162 | Closed*                | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Pinellas   | Ben Gamla Charter School   | 52-7321 | Closed*                | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Monroe     | Key West Montessori Charter School                                   | 44-0351 | Active                 | 118/4%           | A                                      | \$222,436             | 19%  | No                     |

\*See supporting documentation

-- School did not have service agreement with ESP

| ACADEMICA |   |         | Status as of the date application is submitted. For any school that is closed, please attach separate page explaining reasons for closure with | Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible | Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued | Unassigned Fund Balance from independent annual audit. Deficit fund balances should be reported in | Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by | Applicant should indicate whether the independent financial audit included any of the following findings: financial |
|-----------|---|---------|--|---|--|--|--|---|
| 2013      |   |         |  |   |  |  |  |   |
| District  | School Name   | MSID    | Status (Active/Closed)   | Enrollment /FRL%  | School Grade/School Improvement Rating   | Year End Fund Balance  | Unassigned Fund Balance as Percentage of Total Revenue   | Audit Finding (Yes/No)  |
| Dade      | Mater Academy   | 13-0100 | Active   | 750/57%   | A  | \$3,660,198  | 66%  | No  |
| Dade      | Mater Academy East Charter School                       | 13-3100 | Active   | 622/86%   | A  | \$2,021,696  | 67%  | No  |
| Dade      | Mater Academy East Charter Middle School                | 13-6009 | Active   | 331/83%   | C  | \$722,068  | 34%  | No  |
| Dade      | Mater Academy East Charter High School                  | 13-7037 | Active   | 371/80%   | A  | \$5,513  | 0%   | No  |
| Dade      | Mater Academy of International Studies                  | 13-1017 | Active   | 506/88%   | D  | \$148,241  | 4%   | No  |
| Dade      | Mater Academy Middle School of International Studies    | 13-6047 | Active   | 131/78%   | A  | \$29,014   | 3%   | No  |
| Dade      | Mater Academy High School of International Studies      | 13-7024 | Active   | 32/81%  | A  | \$320,569  | 118%   | No  |
| Dade      | Mater Academy Middle School                             | 13-6012 | Active   | 1,424/81%   | A  | \$2,865,856  | 30%  | No  |
| Dade      | Mater Academy High School                               | 13-7160 | Active   | 1,654/80%   | A  | \$3,173,447  | 28%  | No  |
| Dade      | Mater Performing Arts & Entertainment Academy           | 13-7014 | Active   | 189/72%   | A  | \$1,730,681  | 134%   | No  |
| Dade      | Mater Gardens Academy Elementary School                 | 13-0312 | Active   | 617/31%   | A  | \$23,415   | 1%   | No  |
| Dade      | Mater Gardens Academy Middle School                     | 13-6042 | Active   | 185/28%   | A  | \$61,380   | 4%   | No  |
| Dade      | Mater Lakes Academy Middle School                       | 13-6033 | Active   | 721/74%   | A  | \$1,457,501  | 33%  | No  |
| Dade      | Mater Lakes Academy High School                         | 13-7018 | Active   | 926/74%   | A  | \$2,936,826  | 51%  | No  |
| Dade      | Mater Academy (Miami Beach)                             | 13-5047 | Active   | 528/60%   | B  | \$426,730  | 10%  | No  |
| Dade      | Mater Academy High School (Miami Beach)                 | 13-7025 | Active   | 18/72%  | N/A  | \$17,640   | 6%   | No  |
| Dade      | Mater Grove Academy                                     | 13-5045 | Active   | 105/50%   | B  | \$165,712  | 24%  | No  |
| Dade      | Mater Brickell Preparatory School                       | 13-5046 | Active   | 154/27%   | C  | \$72,751   | 5%   | No  |
| Dade      | Mater Academy at Mt. Sinai                              | 13-5054 | Active   | 42/36%  | N/A  | \$163,255  | 33%  | No  |
| Dade      | iMater Academy  | 13-5384 | Active   | N/A   | N/A  | N/A  | N/A  | No  |
| Dade      | iMater Academy Middle School                            | 13-6014 | Active   | N/A   | N/A  | N/A  | N/A  | No  |
| Dade      | iMater Preparatory Academy High School                  | 13-7090 | Active   | N/A   | N/A  | N/A  | N/A  | No  |
| Dade      | Mater Academy Virtual Middle School                     | 13-6997 | Active   | N/A   | N/A  | N/A  | N/A  | No  |
| Dade      | Sports Leadership and Management Charter Middle School  | 13-6015 | Active   | N/A   | N/A  | N/A  | N/A  | No  |
| Dade      | Sports Leadership and Management Charter High School    | 13-7016 | Active   | 26/96%  | N/A  | \$89,259   | 43%  | No  |
| Dade      | Ben Gamla Charter School                                | 13-5022 | Active   | 243/21%   | A  | \$54,190   | 3%   | No  |
| Dade      | City of Hialeah Educational Academy                     | 13-7262 | Active   | 451/88%   | A  | \$91,177   | 3%   | No  |
| Dade      | Doral Academy   | 13-3030 | Active   | 931/35%   | A  | \$2,404,538  | 31%  | No  |
| Dade      | Just Arts and Management Middle School                  | 13-6083 | Active   | 93/44%  | B  | \$196,932  | 26%  | No  |
| Dade      | Doral Academy of Technology                             | 13-3029 | Active   | 202/46%   | A  | \$462,681  | 33%  | No  |
| Dade      | Doral Academy Charter Middle School                     | 13-6030 | Active   | 931/57%   | A  | \$2,969,656  | 59%  | No  |
| Dade      | Doral Academy Charter High School                       | 13-7020 | Active   | 1,273/56%   | A  | \$163,741  | 2%   | No  |
| Dade      | Doral Performing Arts and Entertainment Academy         | 13-7009 | Active   | 307/53%   | A  | \$116,267  | 6%   | No  |
| Dade      | Theodore R. and Thelma A. Gibson Charter School         | 13-2060 | Active   | 250/69%   | C  | \$57,844   | 2%   | No  |
| Dade      | Integrated Science and Asian Culture Academy            | 13-2004 | Active   | 26/15%  | N/A  | \$90,322   | 51%  | No  |
| Dade      | International Studies Charter Middle School             | 13-6045 | Active   | 262/66%   | A  | \$52,451   | 3%   | No  |
| Dade      | International Studies Charter High School               | 13-7007 | Active   | 356/62%   | A  | \$12,912   | 1%   | No  |
| Dade      | International Studies Virtual Academy                   | 13-6017 | Active   | N/A   | N/A  |  |  | No  |
| Dade      | Miami Children's Museum Charter School                  | 13-4000 | Active   | 302/24%   | B  | \$1,454,488  | 71%  | No  |
| Dade      | Pinecrest Preparatory Academy Charter School            | 13-0600 | Active   | 650/47%   | A  | \$1,867,187  | 53%  | No  |
| Dade      | Pinecrest Preparatory Academy Charter Middle School     | 13-6022 | Active   | 694/60%   | A  | \$723,225  | 17%  | No  |
| Dade      | Pinecrest Preparatory Academy High School               | 13-7053 | Active   | 329/60%   | A  | \$512,044  | 25%  | No  |
| Dade      | Pinecrest Academy South Campus                          | 13-0342 | Active   | 750/59%   | A  | \$1,455,516  | 25%  | No  |
| Dade      | Pinecrest Palm Academy                                  | 13-4634 | Active   | N/A   | N/A  |  |  | No  |
| Dade      | Pinecrest Academy (North Campus)                        | 13-5048 | Active   | 419/66%   | A  | \$221,850  | 7%   | No  |
| Dade      | Pinecrest Academy Middle School (North Campus)          | 13-6003 | Active   | 19/74%  | N/A  | \$4,488  | 2%   | No  |
| Dade      | Pinecrest Cove Academy                                  | 13-5049 | Active   | 639/51%   | A  | \$220,853  | 5%   | No  |
| Dade      | Somerset Academy (Miami-Dade)                           | 13-0520 | Active   | 175/49%   | A  | \$148,938  | 4%   | No  |
| Dade      | Somerset Academy Middle School (Miami-Dade)             | 13-6004 | Active   | 222/50%   | A  | \$359,633  | 26%  | No  |
| Dade      | Somerset Academy (Silver Palms)                         | 13-0332 | Active   | 637/84%   | A  | \$187,858  | 4%   | No  |
| Dade      | Somerset Academy High School (Miami-Dade)               | 13-7042 | Active   | 343/80%   | A  | \$403,913  | 17%  | No  |
| Dade      | Somerset Academy High School (South Campus)             | 13-7038 | Active   | 4/100%  | N/A  | \$71,115   | 261%   | No  |
| Dade      | Somerset Preparatory Academy at Silver Palms            | 13-4012 | Active   | 612/85%   | B  | \$187,858  | 4%   | No  |
| Dade      | Somerset City Arts Academy                              | 13-2012 | Active   | 296/30%   | C  | \$132,946  | 5%   | No  |
| Dade      | Somerset Academy Middle School (Country Palms)          | 13-6043 | Active   | 38/24%  | C  | \$68,963   | 30%  | No  |
| Dade      | Somerset Oaks Academy                                   | 13-3033 | Active   | 54/24%  | N/A  | \$46,073   | 8%   | No  |
| Dade      | Somerset Academy Elementary School (South Miami Campus) | 13-2007 | Active   | 476/15%   | A  | \$598,933  | 15%  | No  |
| Dade      | Somerset Academy Middle School (South Miami)            | 13-6053 | Active   | 131/18%   | A  | \$147,518  | 19%  | No  |

| District   | School Name  | MSID    | Status (Active/Closed) | Enrollment /FRL% | School Grade/School Improvement Rating | Year End Fund Balance | Unassigned Fund Balance as Percentage of Total Revenue | Audit Finding (Yes/No) |
|------------|--|---------|------------------------|------------------|--|-----------------------|--|------------------------|
| Dade       | Somerset Academy Charter Elementary School (South Homestead)         | 13-0339 | Active                 | 315/73%          | B                                      | \$551,280             | 22%  | No                     |
| Dade       | Somerset Academy Charter Middle School (South Homestead)             | 13-6013 | Active                 | 134/75%          | A                                      | \$200,615             | 25%  | No                     |
| Dade       | Somerset Academy Charter High School (South Homestead)               | 13-7034 | Active                 | 41/78%           | N/A                                    | \$15,896              | 3%   | No                     |
| Dade       | Somerset Gables Academy  | 13-5008 | Active                 | 231/4%           | N/A                                    | \$321,017             | 14%  | No                     |
| Dade       | Somerset Academy Bay   | 13-5062 | Active                 | N/A              | N/A                                    |                       |  | No                     |
| Dade       | Somerset Academy Bay Middle School                                   | 13-6128 | Active                 | N/A              | N/A                                    |                       |  | No                     |
| Dade       | Somerset Academy Virtual Middle High School                          | 13-6016 | Active                 | N/A              | N/A                                    |                       |  | No                     |
| Dade       | Somerset Academy Middle School (Country Palms)                       | 06-5151 | Active                 | 868/32           | A                                      | \$419,022             | 8%   | No                     |
| Broward    | Somerset Academy   | 06-5141 | Active                 | 895/36%          | A                                      | \$227,621             | 2%   | No                     |
| Broward    | Somerset Academy High School   | 06-5221 | Active                 | 853/36           | A                                      | \$702,884             | 12%  | No                     |
| Broward    | Somerset Arts Conservatory   | 06-5396 | Active                 | 163/37%          | A                                      | \$695,169             | 69%  | No                     |
| Broward    | Somerset Academy (Miramar Campus)                                    | 06-5405 | Active                 | 722/63%          | A                                      | \$2,490,987           | 13%  | No                     |
| Broward    | Somerset Academy Middle School (Miramar Campus)                      | 06-5406 | Active                 | 391/68%          | A                                      | \$512,017             | 20%  | No                     |
| Broward    | Somerset Academy Miramar South                                       | 06-5054 | Active                 | 79/57%           | N/A                                    | \$208,570             | 37%  | No                     |
| Broward    | Somerset Academy (Davie)   | 06-5211 | Active                 | 149/36%          | A                                      | \$778,162             | 72%  | No                     |
| Broward    | Somerset Academy East Preparatory                                    | 06-5391 | Active                 | 297/80%          | A                                      | \$942,097             | 42%  | No                     |
| Broward    | Somerset Academy Hollywood   | 06-5387 | Active                 | N/A              | N/A                                    |                       |  | No                     |
| Broward    | Somerset Academy Hollywood Middle School                             | 06-5419 | Active                 | N/A              | N/A                                    |                       |  | No                     |
| Broward    | Somerset Academy Village   | 06-5004 | Active                 | 302/89%          | C                                      | \$715,931             | 32%  | No                     |
| Broward    | Somerset Academy Village Charter Middle School                       | 06-5002 | Active                 | 161/87%          | D                                      | \$91,322              | 7%   | No                     |
| Broward    | Somerset Preparatory Academy Charter School at North Lauderdale      | 06-5003 | Active                 | 788/91%          | C                                      | \$463,756             | 8%   | No                     |
| Broward    | Somerset Preparatory Academy Charter High School at North Lauderdale | 06-5006 | Active                 | 144/80%          | B                                      | \$115,339             | 13%  | No                     |
| Broward    | Somerset Academy Neighborhood School                                 | 06-5021 | Active                 | 468/66%          | B                                      | \$227,621             | 2%   | No                     |
| Broward    | Somerset Preparatory Academy Charter Middle School                   | 06-5441 | Active                 | 338/69%          | C                                      | \$98,938              | 5%   | No                     |
| Broward    | Somerset Academy Charter High School (Miramar Campus)                | 06-5007 | Active                 | 224/73%          | B                                      | \$73,426              | 4%   | No                     |
| Broward    | Somerset Pines Academy   | 06-5030 | Active                 | 429/59%          | C                                      | \$356,210             | 12%  | No                     |
| Broward    | Somerset Academy Pompano   | 06-5388 | Active                 | 145/78%          | N/A                                    | \$33,887              | 3%   | No                     |
| Broward    | Somerset Academy Pompano Middle School                               | 06-5413 | Active                 | N/A              | N/A                                    |                       |  | No                     |
| Broward    | Ben Gamla Charter School   | 06-5410 | Active                 | 578/47%          | A                                      | \$807                 | 0%   | No                     |
| Broward    | Ben Gamla Charter School (North Campus)                              | 06-5001 | Active                 | 70/66%           | A                                      | \$7,627               | 2%   | No                     |
| Broward    | Ben Gamla South Broward  | 06-5392 | Active                 | 453/32%          | C                                      | \$51,061              | 2%   | No                     |
| Broward    | Ben Gamla Charter School (Hallandale Campus)                         | 06-5025 | Active                 | 18/28%           | N/A                                    | \$5,305               | 5%   | No                     |
| Broward    | Ben Gamla Charter High School  | 06-5005 | Active                 | 100/34%          | C                                      | \$12,482              | 1%   | No                     |
| Orange     | Cornerstone Charter Academy  | 48-0133 | Active                 | 832/17%          | B                                      | \$1,068,034           | 18%  | No                     |
| Orange     | Cornerstone Charter High School                                      | 48-0146 | Active                 | 233/17%          | A                                      | \$25,236              | 2%   | No                     |
| Orange     | Pinecrest Preparatory Charter School (Orlando Campus)                | 48-0155 | Active                 | 173/40%          | A                                      | \$132,842             | 10%  | No                     |
| Orange     | Pinecrest Creek Academy  | 48-0203 | Active                 | 123/44%          | N/A                                    | \$72,529              | 8%   | No                     |
| Duval      | Somerset Academy (Eagle Campus)                                      | 16-1251 | Active                 | 276/41%          | B                                      | \$2,062               | 0%   | No                     |
| Duval      | Somerset Academy Charter Middle School (Eagle Campus)                | 16-1261 | Active                 | 135/36%          | A                                      | \$21,369              | 2%   | No                     |
| Duval      | Somerset Academy High School (Eagle Campus)                          | 16-1381 | Active                 | 22/45%           | N/A                                    | \$24,760              | 13%  | No                     |
| Duval      | Somerset Preparatory Academy   | 16-5501 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Palm Beach | Ben Gamla Charter School Palm Beach                                  | 50-3941 | Active                 | 281/14%          | A                                      | \$231,291             | 11%  | No                     |
| Palm Beach | Somerset Academy Boca  | 50-3413 | Active                 | 165/19%          | N/A                                    | \$119,765             | 9%   | No                     |
| Palm Beach | Somerset Academy Boca Middle   | 50-4041 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | No                     |
| Palm Beach | Somerset Academy Middle School                                       | 50-4012 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | No                     |
| Palm Beach | Somerset Academy Canyons High School                                 | 50-4013 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | No                     |
| St. Lucie  | Somerset College Preparatory Academy                                 | 56-0712 | Active                 | 112/58%          | C                                      | \$16,458              | 2%   | No                     |
| Monroe     | Key West Collegiate School   | 44-0382 | Active                 | 52/38%           | N/A                                    | \$42,059              | 9%   | No                     |
| Dade       | Excelsior Language Academy of Hialeah                                | 13-5029 | Active                 | --               | --                                     | --                    | --   | --                     |
| Dade       | Excelsior Academy High School  | 13-7054 | Active                 | --               | --                                     | --                    | --   | --                     |
| Brevard    | Odyssey Charter School   | 05-6507 | Active                 | 758/62%          | A                                      | \$1,299,637           | 22%  | No                     |
| Brevard    | Palm Bay Community Charter   | 05-6519 | Closed*                | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Brevard    | Palm Bay Municipal Charter High School                               | 05-6520 | Closed*                | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Orange     | Pinecrest Preparatory Charter High School (Orlando Campus)           | 48-0162 | Closed*                | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Pinellas   | Ben Gamla Charter School   | 52-7321 | Closed*                | 44/32%           | N/A                                    | \$0                   | 0%   | N/A                    |
| Monroe     | Key West Montessori Charter School                                   | 44-0351 | Active                 | --               | --                                     | --                    | --   | --                     |

\*See supporting documentation

-- School did not have service agreement with ESP

| ACADEMICA |   |         | Status as of the date application is submitted. For any school that is closed, please attach separate page explaining reasons for closure with | Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible | Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued | Unassigned Fund Balance from independent annual audit. Deficit fund balances should be reported in | Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by | Applicant should indicate whether the independent financial audit included any of the following findings: financial |
|-----------|---|---------|--|---|--|--|--|---|
| District  | School Name   | MSID    | Status (Active/Closed)   | Enrollment /FRL%  | School Grade/School Improvement Rating   | Year End Fund Balance  | Unassigned Fund Balance as Percentage of Total Revenue   | Audit Finding (Yes/No)  |
| Dade      | Mater Academy   | 13-0100 | Active   | 750/79%   | A  | \$7,700,050  | 147%   | No  |
| Dade      | Mater Academy East Charter School                       | 13-3100 | Active   | 546/79%   | A  | \$1,816,205  | 45%  | No  |
| Dade      | Mater Academy East Charter Middle School                | 13-6009 | Active   | 334/93%   | C  | \$643,190  | 30%  | No  |
| Dade      | Mater Academy East Charter High School                  | 13-7037 | Active   | 290/82%   | B  | \$106,659  | 5%   | No  |
| Dade      | Mater Academy of International Studies                  | 13-1017 | Active   | 453/90%   | C  | \$462,003  | 13%  | No  |
| Dade      | Mater Academy Middle School of International Studies    | 13-6047 | Active   | 123/85%   | A  | \$112,041  | 13%  | No  |
| Dade      | Mater Academy High School of International Studies      | 13-7024 | Active   | 100/83%   | A  | \$296,577  | 47%  | No  |
| Dade      | Mater Academy Middle School                             | 13-6012 | Active   | 1,454/80%   | A  | \$4,526,614  | 49%  | No  |
| Dade      | Mater Academy High School                               | 13-7160 | Active   | 1,317/79%   | A  | \$4,077,088  | 40%  | No  |
| Dade      | Mater Performing Arts & Entertainment Academy           | 13-7014 | Active   | 210/74%   | A  | \$2,364,166  | 92%  | No  |
| Dade      | Mater Gardens Academy Elementary School                 | 13-0312 | Active   | 549/51%   | A  | \$107,442  | 3%   | No  |
| Dade      | Mater Gardens Academy Middle School                     | 13-6042 | Active   | 254/65%   | A  | \$68,620   | 4%   | No  |
| Dade      | Mater Lakes Academy Middle School                       | 13-6033 | Active   | 579/76%   | A  | \$1,026,652  | 30%  | No  |
| Dade      | Mater Lakes Academy High School                         | 13-7018 | Active   | 1012/72%  | B  | \$2,324,047  | 41%  | No  |
| Dade      | Mater Academy (Miami Beach)                             | 13-5047 | Active   | 477/68%   | A  | \$232,588  | 6%   | No  |
| Dade      | Mater Academy High School (Miami Beach)                 | 13-7025 | Active   | 17/82%  | N/A  | \$4,749  | 4%   | No  |
| Dade      | Mater Grove Academy                                     | 13-5045 | Active   | 126/64%   | N/A  | \$51,051   | 5%   | No  |
| Dade      | Mater Brickell Preparatory School                       | 13-5046 | Active   | 19/42%  | N/A  | \$22,097   | 13%  | No  |
| Dade      | Mater Academy at Mt. Sinai                              | 13-5054 | Active   | N/A   | N/A  | N/A  | N/A  | N/A   |
| Dade      | iMater Academy  | 13-5384 | Active   | N/A   | N/A  | N/A  | N/A  | N/A   |
| Dade      | iMater Academy Middle School                            | 13-6014 | Active   | N/A   | N/A  | N/A  | N/A  | N/A   |
| Dade      | iMater Preparatory Academy High School                  | 13-7090 | Active   | N/A   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Mater Academy Virtual Middle School                     | 13-6997 | Active   | N/A   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Sports Leadership and Management Charter Middle School  | 13-6015 | Active   | N/A   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Sports Leadership and Management Charter High School    | 13-7016 | Active   | N/A   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Ben Gamla Charter School                                | 13-5022 | Active   | 163/29%   | A  | \$304  | 0%   | No  |
| Dade      | City of Hialeah Educational Academy                     | 13-7262 | Active   | 394/90%   | A  | \$153,265  | 6%   | No  |
| Dade      | Doral Academy   | 13-3030 | Active   | 795/37%   | A  | \$2,801,640  | 47%  | No  |
| Dade      | Just Arts and Management Middle School                  | 13-6083 | Active   | N/A   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Doral Academy of Technology                             | 13-3029 | Active   | 109/40%   | A  | \$197,102  | 23%  | No  |
| Dade      | Doral Academy Charter Middle School                     | 13-6030 | Active   | 1,241/58%   | A  | \$2,005,491  | 25%  | No  |
| Dade      | Doral Academy Charter High School                       | 13-7020 | Active   | 1,163/60%   | A  | \$949,682  | 11%  | No  |
| Dade      | Doral Performing Arts and Entertainment Academy         | 13-7009 | Active   | 225/54%   | A  | \$704,352  | 49%  | No  |
| Dade      | Theodore R. and Thelma A. Gibson Charter School         | 13-2060 | Active   | 279/89%   | D  | \$159,554  | 7%   | No  |
| Dade      | Integrated Science and Asian Culture Academy            | 13-2004 | Active   | 26/12%  | N/A  | \$53,993   | 32%  | No  |
| Dade      | International Studies Charter Middle School             | 13-6045 | Active   | 225/67%   | A  | \$62,462   | 4%   | No  |
| Dade      | International Studies Charter High School               | 13-7007 | Active   | 353/56%   | A  | \$38,578   | 2%   | No  |
| Dade      | International Studies Virtual Academy                   | 13-6017 | Active   | N/A   | N/A  | N/A  | N/A  | N/A   |
| Dade      | Miami Children's Museum Charter School                  | 13-4000 | Active   | 263/49%   | A  | \$1,243,800  | 70%  | No  |
| Dade      | Pinecrest Preparatory Academy Charter School            | 13-0600 | Active   | 650/43%   | A  | \$1,258,446  | 27%  | No  |
| Dade      | Pinecrest Preparatory Academy Charter Middle School     | 13-6022 | Active   | 772/59%   | A  | \$578,141  | 12%  | No  |
| Dade      | Pinecrest Preparatory Academy High School               | 13-7053 | Active   | 228/52%   | C  | \$346,109  | 25%  | No  |
| Dade      | Pinecrest Academy South Campus                          | 13-0342 | Active   | 349/58%   | A  | \$629,658  | 12%  | No  |
| Dade      | Pinecrest Palm Academy                                  | 13-4634 | Active   | N/A   | N/A  | N/A  | N/A  | No  |
| Dade      | Pinecrest Academy (North Campus)                        | 13-5048 | Active   | 389/70%   | A  | \$142,091  | 5%   | No  |
| Dade      | Pinecrest Academy Middle School (North Campus)          | 13-6003 | Active   | 15/80%  | N/A  | \$7,199  | 5%   | No  |
| Dade      | Pinecrest Cove Academy                                  | 13-5049 | Active   | 432/58%   | A  | \$2,513  | 0%   | No  |
| Dade      | Somerset Academy (Miami-Dade)                           | 13-0520 | Active   | 546/57%   | A  | \$159,511  | 4%   | No  |
| Dade      | Somerset Academy Middle School (Miami-Dade)             | 13-6004 | Active   | 227/54%   | A  | \$304,650  | 22%  | No  |
| Dade      | Somerset Academy (Silver Palms)                         | 13-0332 | Active   | 623/82%   | A  | \$282,124  | 6%   | No  |
| Dade      | Somerset Academy High School (Miami-Dade)               | 13-7042 | Active   | 366/82%   | A  | \$494,331  | 20%  | No  |
| Dade      | Somerset Academy High School (South Campus)             | 13-7038 | Active   | 5/100%  | N/A  | \$85,648   | 221%   | No  |
| Dade      | Somerset Preparatory Academy at Silver Palms            | 13-4012 | Active   | 479/82%   | A  | \$282,124  | 6%   | No  |
| Dade      | Somerset City Arts Academy                              | 13-2012 | Active   | 243/52%   | B  | \$118,820  | 6%   | No  |
| Dade      | Somerset Academy Middle School (Country Palms)          | 13-6043 | Active   | 18/61%  | N/A  | \$70,062   | 39%  | No  |
| Dade      | Somerset Oaks Academy                                   | 13-3033 | Active   | 18/39%  | N/A  | \$30,194   | 21%  | No  |
| Dade      | Somerset Academy Elementary School (South Miami Campus) | 13-2007 | Active   | 456/14%   | A  | \$504,433  | 13%  | No  |
| Dade      | Somerset Academy Middle School (South Miami)            | 13-6053 | Active   | 116/15%   | A  | \$81,818   | 12%  | No  |

| District   | School Name  | MSID    | Status (Active/Closed) | Enrollment /FRL% | School Grade/School Improvement Rating | Year End Fund Balance | Unassigned Fund Balance as Percentage of Total Revenue | Audit Finding (Yes/No) |
|------------|--|---------|------------------------|------------------|--|-----------------------|--|------------------------|
| Dade       | Somerset Academy Charter Elementary School (South Homestead)         | 13-0339 | Active                 | 316/73%          | B                                      | \$440,096             | 19%  | No                     |
| Dade       | Somerset Academy Charter Middle School (South Homestead)             | 13-6013 | Active                 | 114/72%          | B                                      | \$185,352             | 27%  | No                     |
| Dade       | Somerset Academy Charter High School (South Homestead)               | 13-7034 | Active                 | 20/70%           | N/A                                    | \$1,516               | 1%   | No                     |
| Dade       | Somerset Gables Academy  | 13-5008 | Active                 | 75/1%            | N/A                                    | \$290,359             | 26%  | No                     |
| Dade       | Somerset Academy Bay   | 13-5062 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Dade       | Somerset Academy Bay Middle School                                   | 13-6128 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Dade       | Somerset Academy Virtual Middle High School                          | 13-6016 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Dade       | Somerset Academy Middle School (Country Palms)                       | 06-5151 | Active                 | 842/38%          | A                                      | \$70,062              | 39%  | No                     |
| Broward    | Somerset Academy   | 06-5141 | Active                 | 886/35%          | A                                      | \$80,856              | 1%   | No                     |
| Broward    | Somerset Academy High School   | 06-5221 | Active                 | 755/43%          | A                                      | \$37,014              | 1%   | No                     |
| Broward    | Somerset Arts Conservatory   | 06-5396 | Active                 | 91/47%           | A                                      | \$421,087             | 75%  | No                     |
| Broward    | Somerset Academy (Miramar Campus)                                    | 06-5405 | Active                 | 811/62%          | A                                      | \$2,260,864           | 37%  | No                     |
| Broward    | Somerset Academy Middle School (Miramar Campus)                      | 06-5406 | Active                 | 357/67%          | A                                      | \$388,429             | 17%  | No                     |
| Broward    | Somerset Academy Miramar South                                       | 06-5054 | Active                 | N/A              | N/A                                    | \$2,260,864           | 37%  | No                     |
| Broward    | Somerset Academy (Davie)   | 06-5211 | Active                 | 141/40%          | A                                      | \$695,352             | 67%  | No                     |
| Broward    | Somerset Academy East Preparatory                                    | 06-5391 | Active                 | 299/82%          | A                                      | \$689,025             | 31%  | No                     |
| Broward    | Somerset Academy Hollywood   | 06-5387 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy Hollywood Middle School                             | 06-5419 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy Village   | 06-5004 | Active                 | 348/83%          | C                                      | \$619,330             | 25%  | No                     |
| Broward    | Somerset Academy Village Charter Middle School                       | 06-5002 | Active                 | 141/84%          | C                                      | \$111,142             | 10%  | No                     |
| Broward    | Somerset Preparatory Academy Charter School at North Lauderdale      | 06-5003 | Active                 | 687/85%          | C                                      | \$195,071             | 4%   | No                     |
| Broward    | Somerset Preparatory Academy Charter High School at North Lauderdale | 06-5006 | Active                 | 114/73%          | F                                      | \$30,101              | 3%   | No                     |
| Broward    | Somerset Academy Neighborhood School                                 | 06-5021 | Active                 | 441/60%          | A                                      | \$80,856              | 1%   | No                     |
| Broward    | Somerset Preparatory Academy Charter Middle School                   | 06-5441 | Active                 | 317/67%          | B                                      | \$25,966              | 5%   | No                     |
| Broward    | Somerset Academy Charter High School (Miramar Campus)                | 06-5007 | Active                 | 213/54%          | A                                      | \$101,535             | 6%   | No                     |
| Broward    | Somerset Pines Academy   | 06-5030 | Active                 | 380/64%          | C                                      | \$325,297             | 11%  | No                     |
| Broward    | Somerset Academy Pompano   | 06-5388 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy Pompano Middle School                               | 06-5413 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Ben Gamla Charter School   | 06-5410 | Active                 | 531/50%          | A                                      | -\$213,516            | -5%  | No                     |
| Broward    | Ben Gamla Charter School (North Campus)                              | 06-5001 | Active                 | 50/64%           | B                                      | \$23,990              | 5%   | No                     |
| Broward    | Ben Gamla South Broward  | 06-5392 | Active                 | 344/34%          | C                                      | -\$108,119            | -5%  | No                     |
| Broward    | Ben Gamla Charter School (Hallandale Campus)                         | 06-5025 | Active                 | 18/28%           | N/A                                    | -\$217                | 0%   | No                     |
| Broward    | Ben Gamla Charter High School  | 06-5005 | Active                 | 40/38%           | N/A                                    | \$1,763               | 1%   | No                     |
| Orange     | Cornerstone Charter Academy  | 48-0133 | Active                 | 738/18%          | A                                      | \$600,136             | 12%  | No                     |
| Orange     | Cornerstone Charter High School                                      | 48-0146 | Active                 | 201/22%          | A                                      | \$9,231               | 1%   | No                     |
| Orange     | Pinecrest Preparatory Charter School (Orlando Campus)                | 48-0155 | Active                 | 135/51%          | B                                      | \$190,032             | 16%  | No                     |
| Orange     | Pinecrest Creek Academy  | 48-0203 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Duval      | Somerset Academy (Eagle Campus)                                      | 16-1251 | Active                 | 231/32%          | A                                      | \$33,131              | 2%   | No                     |
| Duval      | Somerset Academy Charter Middle School (Eagle Campus)                | 16-1261 | Active                 | 111/35%          | B                                      | \$120,904             | 15%  | No                     |
| Duval      | Somerset Academy High School (Eagle Campus)                          | 16-1381 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Duval      | Somerset Preparatory Academy   | 16-5501 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Palm Beach | Ben Gamla Charter School Palm Beach                                  | 50-3941 | Active                 | 195/7%           | N/A                                    | -\$13,088             | -1%  | No                     |
| Palm Beach | Somerset Academy Boca  | 50-3413 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Palm Beach | Somerset Academy Boca Middle   | 50-4041 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Palm Beach | Somerset Academy Middle School                                       | 50-4012 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Palm Beach | Somerset Academy Canyons High School                                 | 50-4013 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| St. Lucie  | Somerset College Preparatory Academy                                 | 56-0712 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Monroe     | Key West Collegiate School   | 44-0382 | Active                 | 30/38%           | N/A                                    | \$3,502               | 1%   | No                     |
| Dade       | Excelsior Language Academy of Hialeah                                | 13-5029 | Active                 | 577/92%          | B                                      | \$36,986              | 1%   | No                     |
| Dade       | Excelsior Academy High School  | 13-7054 | Closed*                | 64/95%           | B                                      | \$7,406               | 1%   | No                     |
| Brevard    | Odyssey Charter School   | 05-6507 | Active                 | 625/66%          | N/A                                    | \$1,214,409           | 24%  | No                     |
| Brevard    | Palm Bay Community Charter   | 05-6519 | Closed*                | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Brevard    | Palm Bay Municipal Charter High School                               | 05-6520 | Closed*                | N/A              | N/A                                    | \$119,893             | 33%  | N/A                    |
| Orange     | Pinecrest Preparatory Charter High School (Orlando Campus)           | 48-0162 | Closed*                | 5/0%             | N/A                                    | \$27,049              | 28%  | N/A                    |
| Pinellas   | Ben Gamla Charter School   | 52-7321 | Closed*                | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Monroe     | Key West Montessori Charter School                                   | 44-0351 | Active                 | --               | --                                     | --                    | --   | --                     |

\*See supporting documentation

-- School did not have service agreement with ESP

| ACADEMICA |   |         |                        | Status as of the date application is submitted. For any school that is closed, please attach separate page explaining reasons for closure with | Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible | Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued | Unassigned Fund Balance from independent annual audit. Deficit fund balances should be reported in | Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by | Applicant should indicate whether the independent financial audit included any of the following findings: financial |
|-----------|---|---------|------------------------|--|---|--|--|--|---|
| District  | School Name   | MSID    | Status (Active/Closed) | Enrollment /FRL%   | School Grade/School Improvement Rating  | Year End Fund Balance  | Unassigned Fund Balance as Percentage of Total Revenue   | Audit Finding (Yes/No)   |   |
| Dade      | Mater Academy   | 13-0100 | Active                 | 738/77%  | A   | \$7,149,599  | 123%   | No   |   |
| Dade      | Mater Academy East Charter School                       | 13-3100 | Active                 | 537/88%  | A   | \$1,580,822  | 36%  | No   |   |
| Dade      | Mater Academy East Charter Middle School                | 13-6009 | Active                 | 330/88%  | C   | \$534,073  | 22%  | No   |   |
| Dade      | Mater Academy East Charter High School                  | 13-7037 | Active                 | 246/80%  | B   | \$180,630  | 8%   | No   |   |
| Dade      | Mater Academy of International Studies                  | 13-1017 | Active                 | 376/88%  | C   | \$446,609  | 14%  | No   |   |
| Dade      | Mater Academy Middle School of International Studies    | 13-6047 | Active                 | 114/34%  | A   | \$30,426   | 4%   | No   |   |
| Dade      | Mater Academy High School of International Studies      | 13-7024 | Active                 | 60/78%   | N/A   | \$137,131  | 19%  | No   |   |
| Dade      | Mater Academy Middle School                             | 13-6012 | Active                 | 1,297/81%  | A   | \$4,142,879  | 44%  | No   |   |
| Dade      | Mater Academy High School                               | 13-7160 | Active                 | 1446/80%   | A   | \$3,832,251  | 34%  | No   |   |
| Dade      | Mater Performing Arts & Entertainment Academy           | 13-7014 | Active                 | 175/77%  | A   | \$2,191,607  | 163%   | No   |   |
| Dade      | Mater Gardens Academy Elementary School                 | 13-0312 | Active                 | 544/60%  | A   | \$16,920   | 0%   | No   |   |
| Dade      | Mater Gardens Academy Middle School                     | 13-6042 | Active                 | 97/51%   | B   | \$79,611   | 7%   | No   |   |
| Dade      | Mater Lakes Academy Middle School                       | 13-6033 | Active                 | 531/68%  | B   | \$717,067  | 20%  | No   |   |
| Dade      | Mater Lakes Academy High School                         | 13-7018 | Active                 | 597/67%  | B   | \$1,688,559  | 39%  | No   |   |
| Dade      | Mater Academy (Miami Beach)                             | 13-5047 | Active                 | 267/67%  | B   | \$37,192   | 2%   | No   |   |
| Dade      | Mater Academy High School (Miami Beach)                 | 13-7025 | Active                 | N/A  | N/A   | N/A  | N/A  | N/A  |   |
| Dade      | Mater Grove Academy                                     | 13-5045 | Active                 | N/A  | N/A   | N/A  | N/A  | N/A  |   |
| Dade      | Mater Brickell Preparatory School                       | 13-5046 | Active                 | N/A  | N/A   | N/A  | N/A  | N/A  |   |
| Dade      | Mater Academy at Mt. Sinai                              | 13-5054 | Active                 | N/A  | N/A   | N/A  | N/A  | N/A  |   |
| Dade      | iMater Academy  | 13-5384 | Active                 | N/A  | N/A   | N/A  | N/A  | N/A  |   |
| Dade      | iMater Academy Middle School                            | 13-6014 | Active                 | N/A  | N/A   | N/A  | N/A  | N/A  |   |
| Dade      | iMater Preparatory Academy High School                  | 13-7090 | Active                 | N/A  | N/A   | N/A  | N/A  | N/A  |   |
| Dade      | Mater Academy Virtual Middle School                     | 13-6997 | Active                 | N/A  | N/A   | N/A  | N/A  | N/A  |   |
| Dade      | Sports Leadership and Management Charter Middle School  | 13-6015 | Active                 | N/A  | N/A   | N/A  | N/A  | N/A  |   |
| Dade      | Sports Leadership and Management Charter High School    | 13-7016 | Active                 | N/A  | N/A   | N/A  | N/A  | N/A  |   |
| Dade      | Ben Garia Charter School                                | 13-5022 | Active                 | 79/46%   | N/A   | \$4,199  | 1%   | No   |   |
| Dade      | City of Hialeah Educational Academy                     | 13-7262 | Active                 | 330/81%  | A   | \$98,852   | 4%   | No   |   |
| Dade      | Doral Academy   | 13-3030 | Active                 | 771/35%  | A   | \$3,225,836  | 50%  | No   |   |
| Dade      | Just Arts and Management Middle School                  | 13-6083 | Active                 | N/A  | N/A   | N/A  | N/A  | N/A  |   |
| Dade      | Doral Academy of Technology                             | 13-3029 | Active                 | N/A  | N/A   | N/A  | N/A  | N/A  |   |
| Dade      | Doral Academy Charter Middle School                     | 13-6030 | Active                 | 1,000/53%  | A   | \$1,860,517  | 27%  | No   |   |
| Dade      | Doral Academy Charter High School                       | 13-7020 | Active                 | 973/57%  | A   | \$17,717   | 0%   | No   |   |
| Dade      | Doral Performing Arts and Entertainment Academy         | 13-7009 | Active                 | 91/63%   | A   | \$494,020  | 72%  | No   |   |
| Dade      | Theodore R. and Thelma A. Gibson Charter School         | 13-2060 | Active                 | 261/89%  | D   | \$1,950  | 0%   | No   |   |
| Dade      | Integrated Science and Asian Culture Academy            | 13-2004 | Active                 | 25/24%   | N/A   | \$22,405   | 8%   | No   |   |
| Dade      | International Studies Charter Middle School             | 13-6045 | Active                 | 187/74%  | A   | \$75,335   | 6%   | No   |   |
| Dade      | International Studies Charter High School               | 13-7007 | Active                 | 353/51%  | A   | \$229,573  | 9%   | No   |   |
| Dade      | International Studies Virtual Academy                   | 13-6017 | Active                 | N/A  | N/A   | N/A  | N/A  | N/A  |   |
| Dade      | Miami Children's Museum Charter School                  | 13-4000 | Active                 | 244/49%  | N/A   | \$1,339,478  | 73%  | No   |   |
| Dade      | Pinecrest Preparatory Academy Charter School            | 13-0600 | Active                 | 650/41%  | A   | \$1,775,438  | 34%  | No   |   |
| Dade      | Pinecrest Preparatory Academy Charter Middle School     | 13-6022 | Active                 | 822/49%  | A   | \$399,183  | 7%   | No   |   |
| Dade      | Pinecrest Preparatory Academy High School               | 13-7053 | Active                 | 163/50%  | B   | \$233,954  | 21%  | No   |   |
| Dade      | Pinecrest Academy South Campus                          | 13-0342 | Active                 | 750/53%  | A   | \$498,548  | 8%   | No   |   |
| Dade      | Pinecrest Palm Academy                                  | 13-4634 | Active                 | N/A  | N/A   | N/A  | N/A  | N/A  |   |
| Dade      | Pinecrest Academy (North Campus)                        | 13-5048 | Active                 | 340/67%  | A   | \$100,889  | 4%   | No   |   |
| Dade      | Pinecrest Academy Middle School (North Campus)          | 13-6003 | Active                 | N/A  | N/A   | N/A  | N/A  | N/A  |   |
| Dade      | Pinecrest Cove Academy                                  | 13-5049 | Active                 | N/A  | N/A   | N/A  | N/A  | N/A  |   |
| Dade      | Somerset Academy (Miami-Dade)                           | 13-0520 | Active                 | 527/54%  | A   | \$153,993  | 4%   | No   |   |
| Dade      | Somerset Academy Middle School (Miami-Dade)             | 13-6004 | Active                 | 174/46%  | A   | \$291,211  | 24%  | No   |   |
| Dade      | Somerset Academy (Silver Palms)                         | 13-0332 | Active                 | 948/80%  | N/A   | \$496,376  | 7%   | No   |   |
| Dade      | Somerset Academy High School (Miami-Dade)               | 13-7042 | Active                 | 285/81%  | A   | \$692,019  | 31%  | No   |   |
| Dade      | Somerset Academy High School (South Campus)             | 13-7038 | Active                 | 17/82%   | N/A   | \$105,205  | 56%  | No   |   |
| Dade      | Somerset Preparatory Academy at Silver Palms            | 13-4012 | Active                 | N/A  | N/A   | \$496,376  | 7%   | No   |   |
| Dade      | Somerset City Arts Academy                              | 13-2012 | Active                 | 209/33%  | A   | \$28,373   | 2%   | No   |   |
| Dade      | Somerset Academy Middle School (Country Palms)          | 13-6043 | Active                 | 10/10%   | N/A   | \$29,985   | 29%  | No   |   |
| Dade      | Somerset Oaks Academy                                   | 13-3033 | Active                 | N/A  | N/A   | N/A  | N/A  | N/A  |   |
| Dade      | Somerset Academy Elementary School (South Miami Campus) | 13-2007 | Active                 | 425/14%  | A   | \$402,182  | 9%   | No   |   |
| Dade      | Somerset Academy Middle School (South Miami)            | 13-6053 | Active                 | 73/8%  | A   | \$47,509   | 10%  | No   |   |

| District   | School Name  | MSID    | Status (Active/Closed) | Enrollment /FRL% | School Grade/School Improvement Rating | Year End Fund Balance | Unassigned Fund Balance as Percentage of Total Revenue | Audit Finding (Yes/No) |
|------------|--|---------|------------------------|------------------|--|-----------------------|--|------------------------|
| Dade       | Somerset Academy Charter Elementary School (South Homestead)         | 13-0339 | Active                 | 292/67%          | A                                      | \$418,590             | 18%  | No                     |
| Dade       | Somerset Academy Charter Middle School (South Homestead)             | 13-6013 | Active                 | 104/65%          | A                                      | \$168,647             | 23%  | No                     |
| Dade       | Somerset Academy Charter High School (South Homestead)               | 13-7034 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Dade       | Somerset Gables Academy  | 13-5008 | Active                 | 57/2%            | N/A                                    | \$23,497              | 3%   | No                     |
| Dade       | Somerset Academy Bay   | 13-5062 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Dade       | Somerset Academy Bay Middle School                                   | 13-6128 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Dade       | Somerset Academy Virtual Middle High School                          | 13-6016 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Dade       | Somerset Academy Middle School (Country Palms)                       | 06-5151 | Active                 | 795/27%          | A                                      | \$29,985              | 29%  | No                     |
| Broward    | Somerset Academy   | 06-5141 | Active                 | 862/31%          | A                                      | \$1,394,864           | 17%  | No                     |
| Broward    | Somerset Academy High School   | 06-5221 | Active                 | 703/36%          | A                                      | \$738,552             | 14%  | No                     |
| Broward    | Somerset Arts Conservatory   | 06-5396 | Active                 | 76/36%           | A                                      | \$331,080             | 61%  | No                     |
| Broward    | Somerset Academy (Miramar Campus)                                    | 06-5405 | Active                 | 695/55%          | A                                      | \$2,475,131           | 40%  | No                     |
| Broward    | Somerset Academy Middle School (Miramar Campus)                      | 06-5406 | Active                 | 396/55%          | A                                      | \$595,337             | 20%  | No                     |
| Broward    | Somerset Academy Miramar South                                       | 06-5054 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy (Davie)   | 06-5211 | Active                 | 142/42%          | A                                      | \$627,236             | 55%  | No                     |
| Broward    | Somerset Academy East Preparatory                                    | 06-5391 | Active                 | 232/73%          | A                                      | \$391,536             | 19%  | No                     |
| Broward    | Somerset Academy Hollywood   | 06-5387 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy Hollywood Middle School                             | 06-5419 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy Village   | 06-5004 | Active                 | 306/81%          | C                                      | \$339,736             | 12%  | No                     |
| Broward    | Somerset Academy Village Charter Middle School                       | 06-5002 | Active                 | 92/87%           | C                                      | \$8,652               | 1%   | No                     |
| Broward    | Somerset Preparatory Academy Charter School at North Lauderdale      | 06-5003 | Active                 | 440/81%          | D                                      | \$203,298             | 6%   | No                     |
| Broward    | Somerset Preparatory Academy Charter High School at North Lauderdale | 06-5006 | Active                 | 50/71%           | N/A                                    | \$8,466               | 2%   | No                     |
| Broward    | Somerset Academy Neighborhood School                                 | 06-5021 | Active                 | 78/13%           | N/A                                    | \$1,394,864           | 17%  | No                     |
| Broward    | Somerset Preparatory Academy Charter Middle School                   | 06-5441 | Active                 | 73/79%           | A                                      | \$103,880             | 19%  | No                     |
| Broward    | Somerset Academy Charter High School (Miramar Campus)                | 06-5007 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Pines Academy   | 06-5030 | Active                 | 270/63%          | C                                      | \$118,567             | 5%   | No                     |
| Broward    | Somerset Academy Pompano   | 06-5388 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Somerset Academy Pompano Middle School                               | 06-5413 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Ben Gamla Charter School   | 06-5410 | Active                 | 566/47%          | A                                      | \$8,262               | 0%   | No                     |
| Broward    | Ben Gamla Charter School (North Campus)                              | 06-5001 | Active                 | 19/47%           | N/A                                    | \$13,714              | 7%   | No                     |
| Broward    | Ben Gamla South Broward  | 06-5392 | Active                 | 223/29%          | C                                      | \$5,258               | 0%   | No                     |
| Broward    | Ben Gamla Charter School (Hallandale Campus)                         | 06-5025 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Broward    | Ben Gamla Charter High School  | 06-5005 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Orange     | Cornerstone Charter Academy  | 48-0133 | Active                 | 696/5%           | B                                      | \$232,832             | 4%   | No                     |
| Orange     | Cornerstone Charter High School                                      | 48-0146 | Active                 | 162/11%          | N/A                                    | \$263,527             | 21%  | No                     |
| Orange     | Pinecrest Preparatory Charter School (Orlando Campus)                | 48-0155 | Active                 | 60/57%           | N/A                                    | \$24,711              | 3%   | No                     |
| Orange     | Pinecrest Creek Academy  | 48-0203 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Duval      | Somerset Academy (Eagle Campus)                                      | 16-1251 | Active                 | 198/30%          | N/A                                    | \$92,538              | 5%   | No                     |
| Duval      | Somerset Academy Charter Middle School (Eagle Campus)                | 16-1261 | Active                 | 84/31%           | A                                      | \$83,172              | 11%  | No                     |
| Duval      | Somerset Academy High School (Eagle Campus)                          | 16-1381 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Duval      | Somerset Preparatory Academy   | 16-5501 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Palm Beach | Ben Gamla Charter School Palm Beach                                  | 50-3941 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Palm Beach | Somerset Academy Boca  | 50-3413 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Palm Beach | Somerset Academy Boca Middle   | 50-4041 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Palm Beach | Somerset Academy Middle School                                       | 50-4012 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Palm Beach | Somerset Academy Canyons High School                                 | 50-4013 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| St. Lucie  | Somerset College Preparatory Academy                                 | 56-0712 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Monroe     | Key West Collegiate School   | 44-0382 | Active                 | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Dade       | Excelsior Language Academy of Hialeah                                | 13-5029 | Active                 | 623/92%          | B                                      | \$6,229               | 3%   | No                     |
| Dade       | Excelsior Academy High School  | 13-7054 | Closed*                | 34/94%           | N/A                                    | \$6,229               | 3%   | No                     |
| Brevard    | Odyssey Charter School   | 05-6507 | Active                 | 565/52%          | B                                      | \$1,213,999           | 25%  | No                     |
| Brevard    | Palm Bay Community Charter   | 05-6519 | Closed*                | 739/77%          | C                                      | -\$3,593,918          | -61%   | No                     |
| Brevard    | Palm Bay Municipal Charter High School                               | 05-6520 | Closed*                | 44/77%           | N/A                                    | N/A                   | N/A  | N/A                    |
| Orange     | Pinecrest Preparatory Charter High School (Orlando Campus)           | 48-0162 | Closed*                | 7/0%             | N/A                                    | \$256                 | 1%   | No                     |
| Pinellas   | Ben Gamla Charter School   | 52-7321 | Closed*                | N/A              | N/A                                    | N/A                   | N/A  | N/A                    |
| Monroe     | Key West Montessori Charter School                                   | 44-0351 | Active                 | --               | --                                     | --                    | --   | --                     |

\*See supporting documentation

-- School did not have service agreement with ESP

**THE NATIONAL BEN GAMLA CHARTER SCHOOL FOUNDATION, INC.**

*BEN GAMLA CHARTER SCHOOL – PINELLAS*

Status as of date of application: Closed

Date Charter School Closed: June 30, 2013

Reason(s) for closure: Voluntary Closure by the Governing Board of the Charter School

Documentation Attached:

- Letter from Pinellas County Schools District accepting the National Ben Gamla Charter School Foundation, Inc.'s decision to voluntarily close "Ben Gamla Charter School – Pinellas"
- Agreement for Termination of Charter School between the National Ben Gamla Charter School Foundation, Inc., and The School Board of Pinellas County, Florida, acknowledging:
  - Ben Gamla's decision to terminate the charter school;
  - The District's acceptance of Ben Gamla's decision;
  - The mutual agreement to close the Charter School and cease school operations effective June 30, 2013.



ADMINISTRATION BUILDING  
301 Fourth St. SW  
P.O. Box 2942  
Largo, FL 33779-2942  
Ph (727) 588 6000

SCHOOL BOARD OF  
PINELLAS COUNTY, FLORIDA

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Vice Chairperson  
Peggy L. O'Shea

Janet R. Clark  
Rene Flowers  
Terry Krassner  
Linda S. Lerner  
Robin L. White

Superintendent  
Michael A. Grego, Ed D

Debra Klein, Board Chair  
National Ben Gamla Charter School Foundation  
6340 Sunset Drive  
Miami, Florida 33143

*By Certified U.S. Mail and e-mail*

June 18, 2013

Re: Ben Gamla Charter School Pinellas Voluntary Closure

Dear Ms. Klein:

This letter is to serve notice that Pinellas County School District (PCS) accepts the National Ben Gamla Charter School's decision to voluntarily close the Ben Gamla Charter School-Pinellas June 30, 2013. As the Sponsor to the charter school, PCS does not endorse the transfer of the charter to another entity and will move forward with the procedures for closing the school.

We ask that you sign the one page closing agreement, return a scanned version of the signed agreement to me by Friday, June 21, 2013 and mail the original. Please identify the name of the Ben Gamla representative who will work with us during closing procedures and who will be on site while student records and equipment are picked up.

Since you identified June 30, 2013 as the last date that you may have access to the building, we are sensitive to your urgency to complete these procedures by then and will work with you to meet this requirement.

Thank you.

A handwritten signature in cursive script that reads "Dot Clark".

Dot Clark  
Coordinator, Partnership Schools  
Pinellas County Schools

PCS School Board Members

Dr. Michael A. Grego, Superintendent, Pinellas County Schools  
David Koperski, School Board Attorney  
Lori Matway, Associate Superintendent for School and Community Services  
Eric Lynn, Ben Gamla Charter-Pinellas, Local Chair

**AGREEMENT FOR TERMINATION OF CHARTER SCHOOL**  
**BEN GAMLA CHARTER SCHOOL – PINELLAS**

This Agreement (hereinafter "Agreement"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the School District of Pinellas County, Florida (hereinafter "District"), and National Ben Gamla Charter School Foundation, Inc., d/b/a Ben Gamla Charter School – Pinellas (hereinafter "Ben Gamla").

**WITNESSETH:**

WHEREAS, Ben Gamla and the School Board of Pinellas County, Florida (hereinafter "School Board") entered into a Charter School Agreement dated May 8, 2012 (hereinafter "Charter"), that provides the terms of the School Board's sponsorship of Ben Gamla's charter school;

WHEREAS, Ben Gamla has sent written notice that it is closing the charter school effective June 30, 2013; and

WHEREAS, the School District agrees to work with Ben Gamla on closing procedures as outlined in the Charter.

NOW, THEREFORE, in consideration of premises and of the mutual promises and covenants herein set forth, the receipt of which are hereby acknowledged by both parties, the parties agree as follows:

1. The recitals above are true and correct and are incorporated herein by reference.
2. The Charter shall terminate at 5:00 p.m. on June 30, 2013, except that the provisions of the contract relating to liability, property return, closing procedures, indemnification and other related provisions shall survive the termination of the contract.
3. Ben Gamla and the District, through their designated contacts, will coordinate the pre-closing and closing procedures to be completed in accordance with the Charter.

IN WITNESS WHEREOF, Ben Gamla and the District have executed or caused this Agreement to be executed by their undersigned officers, duly authorized, as of the day and year first above written.

BOARD OF DIRECTORS OF  
NATIONAL BEN GAMLA CHARTER  
SCHOOL FOUNDATION, INC., d/b/a  
BEN GAMLA CHARTER SCHOOL – PINELLAS

By: \_\_\_\_\_

Debra Klein,  
Board Chair

THE SCHOOL BOARD OF PINELLAS  
COUNTY, FLORIDA

By: \_\_\_\_\_

Michael A. Grego, Ed.D.  
Superintendent

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

By its: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Office of School Board Attorney

**THE CITY OF PALM BAY, FLORIDA**

***PALM BAY COMMUNITY CHARTER SCHOOL – PATRIOT CAMPUS***

County: Brevard

Status as of date of application: Closed

Date Charter School Closed: July 19, 2011

**Reason(s) for closure:**

On June 30, 2011, the School Board of Brevard County, Florida, the Charter School's Sponsor, served the City of Palm Bay, Florida, the Charter School's Governing Board, with 90-day notice of termination for failure to meet generally accepted standards of fiscal management. There were genuine issues of material fact which may have been appealable as of right. However, anticipating a termination, on June 23, 2011, the Governing Body of the Charter School, (the City) voted unanimously to not contest or appeal the School Board's termination of the Charter School Contract. The City and the School Board agreed to close the Charter School and cease School operations as of July 19, 2011.

**Documentation Attached:**

- School Board of Brevard County, Florida, Meeting of July 19, 2011; Board Agenda Item No. F-33; "Final Order on the School Board's ninety (90) day notice of termination of the Palm Bay Community Charter School – Patriot Campus", agreed termination of charter school.
- Letter dated June 30, 2011 from the School Board of Brevard County, Florida to the City of Palm Bay giving 90-days' notice of termination for failure to meet generally accepted standards of fiscal management
- Fax from the City of Palm Bay to the School Board of Brevard County, Florida and attached Minutes of City of Palm Bay, Florida Council Meeting No. 2011-21 of June 23, 2011, notifying the School Board that the City will not contest or appeal the School Board's termination of the Charter School Contract.

BEFORE THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

IN RE: PALM BAY COMMUNITY  
CHARTER SCHOOL - PATRIOT CAMPUS

BOARD AGENDA ITEM NO. F-33  
July 19, 2011

FINAL ORDER

THIS CAUSE came before the SCHOOL BOARD OF BREVARD COUNTY, FLORIDA (SCHOOL BOARD) on the School Board's ninety (90) day notice of termination of the Palm Bay Community Charter School - Patriot Campus charter school contract dated June 30, 2005.

FINDINGS OF FACT

1. The School Board and the City of Palm Bay, Florida, entered into the Palm Bay Community Charter School - Patriot Campus charter school contract on June 30, 2005, pursuant to the authority of Section 1002.33, Fla. Stat., to grant the municipality a charter contract to operate a charter school in the City of Palm Bay.

2. At its June 30, 2011, meeting the School Board took action to provide the City of Palm Bay (City), the governing body of the charter school, a ninety (90) day notice of termination of the charter school contract pursuant to Section 1002.33(8)(b), Fla. Stat., for failure to meet generally accepted standards of fiscal management. A copy of said notice is attached hereto and incorporated herein as Exhibit "A".

3. On July 14, 2011, the City's Attorney delivered a letter to the School Board Attorney containing a certified copy of the minutes of the June 23, 2011, Palm Bay City Council special

meeting, at which the City Council, as governing body of the charter school, voted unanimously to not contest or appeal the School Board's termination of the charter school contract. A copy of the City Attorney's letter and certified minutes of the Palm Bay City Council's June 23, 2011, special meeting are attached hereto as Exhibit "B".

4. It is in the best interest of the students enrolled in the charter school that the charter contract be terminated as of the date of this Final Order to allow parents the opportunity to enroll their children in other public schools before the beginning of the 2011-2012 school year on August 10, 2011.

5. It is also in the best interest of the students attending the receiving schools and the administration of the Brevard County School District to terminate the charter contract as of the date of this Final Order to facilitate the orderly transfer of students into the receiving schools pursuant to Section 1002.33(8)(g), Fla. Stat.

6. Based upon the action of the Palm Bay City Council as governing body of the charter school to not contest or appeal the termination of the charter contract, and in reliance thereon, the School Board finds that the charter contract can and should be terminated effective as of the date of this Final Order.

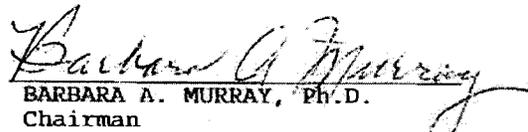
#### CONCLUSIONS OF LAW

7. The School Board has jurisdiction of the subject matter and parties of this proceeding. Section 1002.33(8), Fla. Stat.

8. The School Board finds that the charter school contract between the School Board and the City of Palm Bay for the Palm Bay Community Charter School - Patriot Campus, should be and is hereby terminated effective July 19, 2011, for the failure of the charter school to meet generally accepted standards of fiscal management pursuant to Sections 1002.33(8)(a) and (b), Fla. Stat.

DONE AND ORDERED this 19th day of July, 2011, in Viera, Brevard County, Florida.

THE SCHOOL BOARD OF  
BREVARD COUNTY, FLORIDA

By:   
BARBARA A. MURRAY, Ph.D.  
Chairman

Filed with the Clerk in the  
Office of the Superintendent  
this 19th day of July, 2011.

ATTEST:

  
BRIAN T. BINGGELI, Ed.D  
Superintendent

# School Board of Brevard County

2700 Judge Fran Jamieson Way • Viera, FL 32940-6601  
Brian T. Binggeli, Ed.D., Superintendent



VIA U.S. CERTIFIED MAIL AND FAX

June 30, 2011

The Honorable John Mazziotti  
Mayor of Palm Bay  
City Hall  
120 Malabar Road, S.E.  
Palm Bay, FL 32907

Ms. Sue Hann  
Palm Bay City Manager  
City Hall  
120 Malabar Road, S.E.  
Palm Bay, FL 32907

Dear Mayor Mazziotti and Ms. Hann:

The purpose of this correspondence is to provide official notification that the School Board of Brevard County took action at the June 30, 2011 Special Board meeting to give ninety (90) day notice to terminate the Palm Bay Community Charter – Patriot Campus charter contract. Pursuant to §1002.33(8)(a), Florida Statutes, the charter contract may be terminated for failure to meet generally accepted standards of fiscal management. Palm Bay Community Charter – Patriot Campus has failed to correct identified deficiencies as described in Internal Audit Report dated June 1, 2011 and External Audits for June 30, 2009 and 2010 fiscal years.

As you are aware, RSM McGladrey was contracted by Brevard Public Schools to perform a financial audit at Palm Bay Community Charter – Patriot Campus. Major issues regarding the fiscal management of Palm Bay Community Charter – Patriot Campus are cited in the June 1, 2011 report provided by RSM McGladrey. The internal auditor determines risks based upon auditing standards. Of the thirteen (13) identified concerns, eight (8) are considered "High" risks that require immediate attention and could cause significant operational issues if not addressed.

Exhibit

"A"

Phone: (321) 633-1000, ext. 402 • FAX: (321) 633-3432

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As reported by the external auditor, Berman Hopkins, Patriot has met one of the conditions for "financial emergency" for two (2) consecutive years as described in §218.503(1):

- §218.503(1)(a) – Failure to make bond debt service payments when due, as a result of lack of funds.
- §218.503(1)(e) – A total fund balance deficit and a government-wide ending net deficit.

Patriot reported an accumulated net deficit of \$4,569,700 and a government-wide ending net deficit of \$3,300,100 as of June 30, 2010. The accumulated net deficit increased \$1,119,700 from June 30, 2009 to June 30, 2010. Moreover, the school received a going-concern qualified opinion for the year ended June 30, 2010 and a disclaimer of opinion for the year ended June 30, 2009 from the external auditor.

As reported in Patriot's external audit report dated August 31, 2010, Patriot entered into a capital lease for financing the acquisition of the school facility in 2006, in the amount of \$21,000,000 with payments through July 1, 2036. The lease arrangement was entered into as part of a transaction consisting of a bond issuance by the City of Palm Bay. Prior to December 31, 2008, Patriot made interest payments in the amount of \$589,800. However, Patriot has been unable to continue making capital lease payments due to insufficient funds subsequent to this date. Non-payment of the capital lease of January 1, 2009 resulted in a default of the agreement.

Pursuant to §1002.345, F.S., Palm Bay Community Charter – Patriot Campus provided the Office of School Choice a Financial Corrective Action Plan, dated March 8, 2010, which included a proposed Forbearance and Modification Agreement between the City of Palm Bay, as Issuer of the bonds, Palm Bay Community Charter L.L.C., as Borrower, and the bond Trustee and bond holders. Subsequently, the district provided the Florida Department of Education a synopsis of its concerns as well as a copy of the provided Financial Corrective Action Plan for approval on March 24, 2010. The intention of such forbearance would allow the Borrower and the City to enter into a financial recovery plan in accordance with §218.503, F.S., and provide financial stability for future operation as a charter school in accordance with §1013.62(a)(2), F.S.

As of this date, neither the City of Palm Bay nor Palm Bay Community Charter, L.L.C. has executed the Forbearance and Modification Agreement. Based on the analysis conducted by RSM McGladrey, it can be reasonably projected that Palm Bay Community Charter – Patriot Campus will continue to meet conditions of "financial emergency" as of June 30, 2011. In accordance with an email dated May 23, 2011 from Michael Kooi, Florida Department of Education Executive Director of the Office of Independent Education and Parental Choice, the Financial Corrective Action Plan cannot be approved by the Commissioner of Education without the execution of a Forbearance and Modification Agreement to address the accumulated net deficit.

Please understand that you may within fourteen (14) days of receipt of this notice, request an informal hearing before the Sponsor.

Sincerely,



Brian T. Binggeli, Ed.D.

cc School Board Members  
Harold Bistline  
Judy Preston  
Jo Ann Clark  
Vicki Mace  
Karen Strickland  
RSM McGladrey  
Audit Committee Members  
Reggie Revis  
Andrew Lannon  
Florida Department of Education



**Office of the City Attorney**

VIA FAX

Brevard County School Board  
c/o Harold Turner Bistline, Esq.  
1037 Pathfinder Way  
Suite 150  
Rockledge, FL 32955-3268  
Fax No. 321.636.1170

**Re: Palm Bay Community Charter – Patriot Campus charter contract.  
Palm Bay Municipal Charter High School charter contract.**

Dear Mr. Bistline:

This letter is sent to you for the purpose of notifying you of the following facts. On June 21, 2011, I was verbally informed by you that Notice of Termination letters were forthcoming for both the Palm Bay Community Charter – Patriot Campus charter contract and the Palm Bay Municipal Charter High School charter contract. At Special Council Meeting No. 2011-21 on June 23, 2011, I notified the Mayor and City Council of this fact. The charter schools were the subject of agenda item no. 2 of that Special Council Meeting. During that Special Council Meeting, as you can see from attached **Exhibit "1"**, the Mayor and City Council by a unanimous vote decided not to contest or appeal the School Board of Brevard County's forthcoming Notices of Termination of both the Palm Bay Community Charter – Patriot Campus charter contract and the Palm Bay Municipal Charter High School charter contract. As you can see from attached **Exhibit "2"**, the Mayor, the City Manager and I received both Notice of Termination letters on June 30, 2011. These letters were subsequently forwarded by the City Manager to the Mayor and City Council on June 30, 2011 at 3:02 p.m.

Please call me if you have any questions or concerns.

Thanks,

*Andrew P. Lannon*  
Andrew P. Lannon, Esq.

"B"

## CITY OF PALM BAY, FLORIDA

## SPECIAL COUNCIL MEETING NO. 2011-21

Held on Thursday, the 23<sup>rd</sup> day of June 2011, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

This meeting was properly noticed pursuant to law; the minutes are on file in the Office of the City Clerk, City Hall, Palm Bay, Florida.

The meeting was called to order at the hour of 6:30 P.M.

## ROLL CALL:

|                    |                   |         |
|--------------------|-------------------|---------|
| MAYOR:             | John J. Mazziotti | Present |
| DEPUTY MAYOR:      | William Capote    | Present |
| COUNCILMEMBER:     | Kristine Isnardi  | Present |
| COUNCILMEMBER:     | Michele Paccione  | Present |
| COUNCILMEMBER:     | Ken Greene        | Present |
| CITY MANAGER:      | Sue Hann          | Present |
| CITY ATTORNEY:     | Andrew Lannon     | Present |
| DEPUTY CITY CLERK: | Terese Jones      | Present |

CITY STAFF: Present were Chad Shultz, Deputy City Manager; and Brad Johnson, Budget Administrator.

## BUSINESS:

1. Attorney-client session scheduled to discuss the pending litigation of *City of Palm Bay versus Wells Fargo Bank NA* to provide the City Attorney advice concerning settlement negotiations or strategy related to litigation expenses.

The Mayor announced the names of the individuals who would be in attendance at the meeting. He stated the meeting would last approximately one-half hour.

The City Council moved to the City Manager's Conference Room to hold the attorney-client session and returned to the Council Chambers at the conclusion of same.

2. Consideration of action items regarding the Palm Bay Community Charter Schools.

Mrs. Hann stated the charter school had been unable to make its debt service payment since January 1, 2009, as indicated in the Brevard County School Board internal audit report dated June 1, 2011. This placed the school in a continued state of financial emergency as defined in Florida Statutes, Section 218.503. The projected state funding was anticipated to decline from \$6,468 per student to \$6,045 per student. The enrollment had decreased from 736 in the past school year to 713 in Fiscal Year 2011-2012.



City of Palm Bay, Florida  
Special Council Meeting No. 2011-21  
Minutes - June 23, 2011  
Page 2 of 2

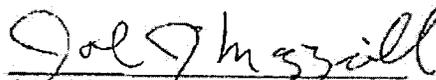
Mr. Lannon stated the City had been advised by the School District that a Notice of Termination letter was forthcoming for the charter school. He asked for guidance as to whether the City would contest or appeal the termination.

Mrs. Hann stated that special counsel would be required for several different aspects of the appeal which would be very costly. Ultimately the City would become much more involved in the operation of the school; the City did not have the capacity to do so based on the budget constraints.

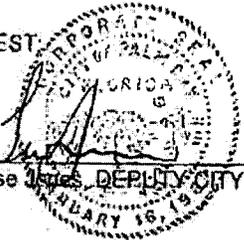
Motion by Mayor Mazziotti, seconded by Deputy Mayor Capote, not to contest or appeal the Notice of Termination. Motion carried with members voting as follows: Mayor Mazziotti, Yea; Deputy Mayor Capote, Yea; Councilwoman Isnardi, Yea; Councilwoman Paccione, Yea; Councilman Greene, Yea.

**ADJOURNMENT:**

There being no further business, the meeting adjourned at the hour of 7:14 P.M.

  
John J. Mazziotti, MAYOR

ATTEST:

  
  
Terese Jones, DEPUTY CITY CLERK

**THE CITY OF PALM BAY, FLORIDA**

***PALM BAY MUNICIPAL CHARTER HIGH SCHOOL***

County: Brevard

Status as of date of application: Closed

Date Charter School Closed: July 19, 2011

**Reason(s) for closure:**

On June 30, 2011, the School Board of Brevard County, Florida, the Charter School's Sponsor, served the City of Palm Bay, Florida, the Charter School's Governing Board, with 90-day notice of termination for failure to meet generally accepted standards of fiscal management. There were genuine issues of material fact which may have been appealable as of right. However, anticipating a termination, on June 23, 2011, the Governing Body of the Charter School, (the City) voted unanimously to not contest or appeal the School Board's termination of the Charter School Contract. The City and the School Board agreed to close the Charter School and cease School operations as of July 19, 2011.

**Documentation Attached:**

- School Board of Brevard County, Florida, Meeting of July 19, 2011; Board Agenda Item No. F-32; "Final Order on the School Board's ninety (90) day notice of termination of the Palm Bay Municipal Charter High School", agreed termination of charter school.
- Letter dated June 30, 2011 from the School Board of Brevard County, Florida to the City of Palm Bay giving 90-days' notice of termination for failure to meet generally accepted standards of fiscal management
- Fax from the City of Palm Bay to the School Board of Brevard County, Florida and attached Minutes of City of Palm Bay, Florida Council Meeting No. 2011-21 of June 23, 2011, notifying the School Board that the City will not contest or appeal the School Board's termination of the Charter School Contract.

BEFORE THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

IN RE: PALM BAY MUNICIPAL  
CHARTER HIGH SCHOOL

BOARD AGENDA ITEM NO. F-32  
July 19, 2011

FINAL ORDER

THIS CAUSE came before the SCHOOL BOARD OF BREVARD COUNTY, FLORIDA (SCHOOL BOARD) on the School Board's ninety (90) day notice of termination of the Palm Bay Municipal Charter High School charter school contract dated May 12, 2009.

FINDINGS OF FACT

1. The School Board and the City of Palm Bay, Florida, entered into the Palm Bay Municipal Charter High School charter school contract on May 12, 2009, pursuant to the authority of Section 1002.33, Fla. Stat., to grant the municipality a charter contract to operate a charter school in the City of Palm Bay.

2. At its June 30, 2011, meeting the School Board took action to provide the City of Palm Bay (City), the governing body of the charter school, a ninety (90) day notice of termination of the charter school contract pursuant to Section 1002.33(8)(b), Fla. Stat., for failure to meet generally accepted standards of fiscal management. A copy of said notice is attached hereto and incorporated herein as Exhibit "A".

3. On July 14, 2011, the City's Attorney delivered a letter to the School Board Attorney containing a certified copy of the minutes of the June 23, 2011, Palm Bay City Council special

meeting, at which the City Council, as governing body of the charter school, voted unanimously to not contest or appeal the School Board's termination of the charter school contract. A copy of the City Attorney's letter and certified minutes of the Palm Bay City Council's June 23, 2011, special meeting are attached hereto as Exhibit "B".

4. It is in the best interest of the students enrolled in the charter school that the charter contract be terminated as of the date of this Final Order to allow parents the opportunity to enroll their children in other public schools before the beginning of the 2011-2012 school year on August 10, 2011.

5. It is also in the best interest of the students attending the receiving schools and the administration of the Brevard County School District to terminate the charter contract as of the date of this Final Order to facilitate the orderly transfer of students into the receiving schools pursuant to Section 1002.33(8)(g), Fla. Stat.

6. Based upon the action of the Palm Bay City Council as governing body of the charter school to not contest or appeal the termination of the charter contract, and in reliance thereon, the School Board finds that the charter contract can and should be terminated effective as of the date of this Final Order.

#### CONCLUSIONS OF LAW

7. The School Board has jurisdiction of the subject matter and parties of this proceeding. Section 1002.33(8), Fla. Stat.

8. The School Board finds that the charter school contract between the School Board and the City of Palm Bay for the Palm Bay Municipal High School should be and is hereby terminated effective July 19, 2011, for the failure of the charter school to meet generally accepted standards of fiscal management pursuant to Sections 1002.33(8)(a) and (b), Fla. Stat.

DONE AND ORDERED this 19th day of July, 2011, in Viera, Brevard County, Florida.

THE SCHOOL BOARD OF  
BREVARD COUNTY, FLORIDA

By:   
BARBARA A. MURRAY, Ed.D.  
Chairman

Filed with the Clerk in the  
Office of the Superintendent  
this 19th day of July, 2011.

ATTEST:  
  
BRIAN T. BINGGELLI, Ed.D  
Superintendent

## School Board of Brevard County

2700 Judge Fran Jamieson Way • Viera, FL 32940-6601  
Brian T. Binggeli, Ed.D., Superintendent

Brevard  
Public  
Schools

### VIA U.S. CERTIFIED MAIL AND FAX

June 30, 2011

The Honorable John Mazziotti  
Mayor of Palm Bay  
City Hall  
120 Malabar Road, S.E.  
Palm Bay, FL 32907

Ms. Sue Hann  
Palm Bay City Manager  
City Hall  
120 Malabar Road, S.E.  
Palm Bay, FL 32907

Dear Mayor Mazziotti and Ms. Hann:

The purpose of this correspondence is to provide official notification that the School Board of Brevard County took action at the June 30, 2011 Special Board meeting to give ninety (90) day notice to terminate the Palm Bay Municipal Charter High School charter contract. Pursuant to §1002.33(8)(a), Florida Statutes, the charter contract may be terminated for failure to meet generally accepted standards of fiscal management.

As you are aware, RSM McGladrey was contracted by Brevard Public Schools to perform a financial audit at Palm Bay Municipal Charter High School. Major issues regarding the fiscal management of Palm Bay Municipal Charter High School are cited in the June 1, 2011 report provided by RSM McGladrey. The internal auditor determines risks based upon auditing standards. Of the seven (7) identified concerns, three (3) are considered "High" risks that require immediate attention and could cause significant operational issues if not addressed.

RSM McGladrey reviewed the School's draft amended 2010/2011 annual budget, which was submitted to the internal auditor on May 25, 2011. (The amended budget was approved by the Palm Bay City Council on June 2, 2011.) The draft amended budget reflected revenue and expense amounts per the March 31, 2011 financial statements, expected future revenues and expenditures, which were not reflected in the original budget, and revised classification of certain expenses.

Exhibit

Phone: (321

"A"

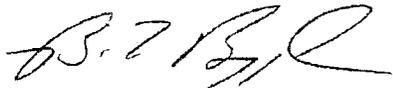
21) 633-3432

Palm Bay Municipal Charter High School has projected an \$11,900 excess of revenues over expenditures. The School has incurred \$89,800 of operation of plant expenditures as compared to a budget of \$7,000. As such, Palm Bay Municipal Charter High School is trending a potential \$70,900 deficiency of revenues under expenditures for the 2010/2011 fiscal year. The amended budget takes into account an action taken by the Palm Bay City Council on June 2, 2011, which modified the amount paid by the School for the use of the school facility.

The School Board of Brevard County is taking action to give ninety (90) day notice to terminate the Palm Bay Community Charter – Patriot Campus charter contract. Palm Bay Municipal Charter High School shares the same facility, administration, and other resources with the City's K-8 charter school, Palm Bay Community Charter – Patriot Campus, which meets criteria for a state of "financial emergency". It stands to reason that the high school will not be able to sustain operation under these circumstances, particularly since the School is not projected to end the current fiscal year with a positive fund balance.

Please understand that you may within fourteen (14) days of receipt of this notice, request an informal hearing before the Sponsor.

Sincerely,



Brian T. Binggeli, Ed.D.

cc School Board Members  
Harold Bistline  
Judy Preston  
Jo Ann Clark  
Vicki Mace  
Karen Strickland  
RSM McGladrey  
Audit Committee Members  
Reggie Revis  
Andrew Lannon  
Florida Department of Education



**Office of the City Attorney**

**VIA FAX**

Brevard County School Board  
c/o Harold Turner Bistline, Esq.  
1037 Pathfinder Way  
Suite 150  
Rockledge, FL 32955-3268  
Fax No. 321.636.1170

**Re: Palm Bay Community Charter – Patriot Campus charter contract,  
Palm Bay Municipal Charter High School charter contract.**

Dear Mr. Bistline:

This letter is sent to you for the purpose of notifying you of the following facts. On June 21, 2011, I was verbally informed by you that Notice of Termination letters were forthcoming for both the Palm Bay Community Charter – Patriot Campus charter contract and the Palm Bay Municipal Charter High School charter contract. At Special Council Meeting No. 2011-21 on June 23, 2011, I notified the Mayor and City Council of this fact. The charter schools were the subject of agenda item no. 2 of that Special Council Meeting. During that Special Council Meeting, as you can see from attached Exhibit "1", the Mayor and City Council by a unanimous vote decided not to contest or appeal the School Board of Brevard County's forthcoming Notices of Termination of both the Palm Bay Community Charter – Patriot Campus charter contract and the Palm Bay Municipal Charter High School charter contract. As you can see from attached Exhibit "2", the Mayor, the City Manager and I received both Notice of Termination letters on June 30, 2011. These letters were subsequently forwarded by the City Manager to the Mayor and City Council on June 30, 2011 at 3:02 p.m.

Please call me if you have any questions or concerns.

Thanks,

*Andrew P. Lannon*  
Andrew P. Lannon, Esq.

Exhibit  
"B"

CITY OF PALM BAY, FLORIDA

SPECIAL COUNCIL MEETING NO. 2011-21

Held on Thursday, the 23<sup>rd</sup> day of June 2011, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

This meeting was properly noticed pursuant to law; the minutes are on file in the Office of the City Clerk, City Hall, Palm Bay, Florida.

The meeting was called to order at the hour of 6:30 P.M.

**ROLL CALL:**

|                           |                   |         |
|---------------------------|-------------------|---------|
| <b>MAYOR:</b>             | John J. Mazziotti | Present |
| <b>DEPUTY MAYOR:</b>      | William Capote    | Present |
| <b>COUNCILMEMBER:</b>     | Kristine Isnardi  | Present |
| <b>COUNCILMEMBER:</b>     | Michele Paccione  | Present |
| <b>COUNCILMEMBER:</b>     | Ken Greene        | Present |
| <b>CITY MANAGER:</b>      | Sue Hann          | Present |
| <b>CITY ATTORNEY:</b>     | Andrew Larion     | Present |
| <b>DEPUTY CITY CLERK:</b> | Terese Jones      | Present |

**CITY STAFF:** Present were Chad Shoultz, Deputy City Manager; and Brad Johnson, Budget Administrator.

**BUSINESS:**

1. Attorney-client session scheduled to discuss the pending litigation of *City of Palm Bay versus Wells Fargo Bank NA* to provide the City Attorney advice concerning settlement negotiations or strategy related to litigation expenses.

The Mayor announced the names of the individuals who would be in attendance at the meeting. He stated the meeting would last approximately one-half hour.

The City Council moved to the City Manager's Conference Room to hold the attorney-client session and returned to the Council Chambers at the conclusion of same.

2. Consideration of action items regarding the Palm Bay Community Charter Schools.

Mrs. Hann stated the charter school had been unable to make its debt service payment since January 1, 2009, as indicated in the Brevard County School Board internal audit report dated June 1, 2011. This placed the school in a continued state of financial emergency as defined in Florida Statutes, Section 218.503. The projected state funding was anticipated to decline from \$6,488 per student to \$6,045 per student. The enrollment had decreased from 736 in the past school year to 713 in Fiscal Year 2011-2012.



City of Palm Bay, Florida  
Special Council Meeting No. 2011-21  
Minutes - June 23, 2011  
Page 2 of 2

Mr. Lannon stated the City had been advised by the School District that a Notice of Termination letter was forthcoming for the charter school. He asked for guidance as to whether the City would contest or appeal the termination.

Mrs. Hann stated that special counsel would be required for several different aspects of the appeal which would be very costly. Ultimately the City would become much more involved in the operation of the school; the City did not have the capacity to do so based on the budget constraints.

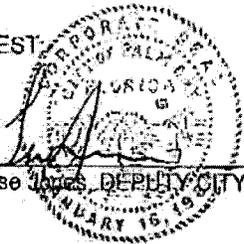
Motion by Mayor Mazziotti, seconded by Deputy Mayor Capote, not to contest or appeal the Notice of Termination. Motion carried with members voting as follows: Mayor Mazziotti, Yea; Deputy Mayor Capote, Yea; Councilwoman Isnardi, Yea; Councilwoman Paccione, Yea; Councilman Greene, Yea.

**ADJOURNMENT:**

There being no further business, the meeting adjourned at the hour of 7:14 P.M.

  
John J. Mazziotti, MAYOR

ATTEST

  
Terese Jones, DEPUTY CITY CLERK

**PINECREST ACADEMY, INC.**

*PINECREST ACADEMY HIGH SCHOOL (ORLANDO CAMPUS)*

Status as of date of application: Closed

Date Charter School Closed: Effective upon approval for 2012-13 school year

November 2, 2012 (Approved by Pinecrest Academy, Inc. Governing Board)

December 11, 2012 (Approved by Orange County School Board)

Reason(s) for closure: Voluntary Closure by the Governing Board of the Charter School

Documentation Attached:

- Pinecrest Academy, Inc. Resolution approving the Governing Board's intent to dissolve or voluntarily close Pinecrest Academy High School (Orlando Campus) effective November 2, 2012
- Orange County School Board Meeting of December 11, 2012, Item 7.02 "Approval of the Voluntary Closure of Pinecrest Preparatory Charter High School (Orlando Campus)"
  - Action Type: Consent.
  - Recommended Action: Approval of the Voluntary Closure of Pinecrest Preparatory Charter High School.
  - Final Resolution: Motion Carries.

PINECREST ACADEMY, INC

**BOARD RESOLUTION**

The undersigned hereby certifies that he/she is an Officer and/or Director of **PINECREST ACADEMY, INC.**, a not-for-profit corporation organized and existing under the laws of the State of Florida, and that the following is a true and correct copy of a resolution adopted by the Board of Directors of said corporation at a meeting held on November 2, 2012:

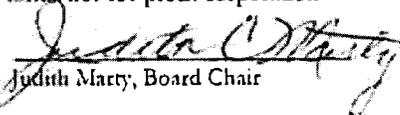
**RESOLVED** by the Board of Directors of Pinecrest Academy, Inc. to approve to notify the school district of Pinecrest Academy, Inc.'s intent to dissolve or voluntarily close the Pinecrest Academy High School (Orlando Campus) effective immediately.

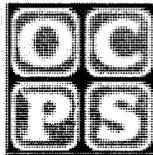
That the Adoption of said resolutions was in all respects legal and that said resolutions are in full force and effect and have not been modified or rescinded.

DATED November 2, 2012

PINECREST ACADEMY, INC.  
A Florida not-for-profit corporation

By:

  
Judith Marty, Board Chair



**ORANGE COUNTY PUBLIC SCHOOLS**  
**445 West Amelia Street, Orlando, FL 32801**  
**407-317-3200**  
**OCPS Means Success!**

### **Agenda Item Details**

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|                    |   |
|--------------------|---|
| Meeting            | Dec 11, 2012 - Public Hearing and School Board Meeting 5:30 pm                              |
| Category           | 7. Consent - Approve Education Services Related Items                                       |
| Subject            | 7.02 Request Approval of the Voluntary Closure of Pinecrest Preparatory Charter High School |
| Type               | Action (Consent)  |
| Recommended Action | Approval of the Voluntary Closure of Pinecrest Preparatory Charter High School              |

### **BACKGROUND:**

The application for Pinecrest Preparatory Charter High School (9-12) was accepted and unanimously approved by the Orange County School Board (OCBSB) on September 23, 2008. Pinecrest Preparatory Charter High School exercised a contractual one-year deferral option for the 2009-2010 school year. In 2010-2011, Pinecrest Preparatory Charter High School began its operations. On September of 2012, the OCPS School Choice Office was informed and received documentation that Pinecrest Preparatory Charter High School had a student enrollment of only five (5) students. On October 30, 2012, Pinecrest Preparatory Charter High School and its Board of Directors informed OCPS of the student enrollment declining to zero (0) and a pending decision to voluntarily close the school. Pinecrest Preparatory Charter High School was then served with communication that failure to voluntarily close would lead to 90 day closure proceedings. Subsequently, Pinecrest Preparatory Charter High School and its Board of Directors voted on November 2, 2012 to voluntarily cease all operations as a charter school. This closure will be effective immediately for the 2012-13 school year and all subsequent school years. The Pinecrest Preparatory Charter High School Board of Directors cited the following reasons for the voluntary closure: an inability to secure an appropriate facility for operation and an unstable financial outlook based on student enrollment.

This charter school voluntary closure directly supports School Board Strategic Goal #1—Intense Focus on Student Achievement and Goal #4 – Efficient Operations.

### **FISCAL IMPACT STATEMENT:**

None

### **RECOMMENDED RESOLUTION:**

Approval of the Voluntary Closure of Pinecrest Preparatory Charter High School

### **SUBMITTED AND PREPARED BY:**

Jesus Jara, Deputy Superintendent  
 Christopher Bernier, Senior Executive Director, School Choice Services

*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for an agenda listing several items for approval of the Board by a single motion. Items listed on the agenda have gone through Cabinet review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the agenda at the request*

of any board member.

## **Motion & Voting**

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to Approve the Consent Agenda

Motion by Christine Moore, second by Pam Gould.

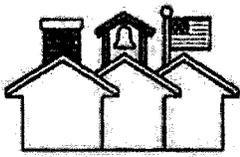
Final Resolution: Motion Carries

Yea: William Sublette, Christine Moore, Joie W Cadle, Daryl Flynn, Kat B Gordon, Pam Gould, Judge Rick Roach, Nancy Robinson

## **OCPS EEO Non-Discrimination Statement**

**The School Board of Orange County, Florida, does not discriminate in admission or access to, or treatment or employment in its programs and activities, on the basis of race, color, religion, age, sex, national origin, marital status, disability, genetic information, sexual orientation, gender identity or expression, or any other reason prohibited by law. The following individuals at the Ronald Blocker Educational Leadership Center, 445 W. Amelia Street, Orlando, Florida 32801, attend to compliance matters: ADA Coordinator & Equal Employment Opportunity (EEO) Supervisor: Carianne Reggio; Section 504 Coordinator: Latonia Green; Acting Title IX Coordinator: Jennifer Gramzinski (407.317.3200)**

2



# School District of Indian River County

1990 25<sup>th</sup> Street • Vero Beach, Florida, 32960-3395 • Telephone: 772-564-3000 • Fax: 772-569-0424

Mark J. Rendell, Ed.D. - Superintendent

October 18, 2015

**CERTIFIED MAIL/RETURN RECEIPT REQUESTED AND EMAIL**

Mr. David Concepcion, Board Chair (dconcepcionfl@gmail.com)  
Somerset Academy, Inc.  
6340 Sunset Drive  
Miami, Florida 33143

Ms. Adriana Lima, Board Authorized Representative (adri5283@gmail.com)  
Somerset Academy, Inc.  
6340 Sunset Drive  
Miami, Florida 33143

Re: Somerset Academy, Inc. high performing replication charter school application  
LETTER OF DENIAL – Somerset Academy Vero Beach

Dear Mr. Concepcion and Ms. Lima:

Thank you for submitting an application to open a charter school in Indian River County. The purpose of this letter is to inform you of the status of your charter application. On October 13, 2015, your application for a high performing replication charter school (Somerset Academy Vero Beach) was denied by the School Board of Indian River County. A copy of the detailed Application Evaluation Instrument is attached to this letter and incorporated by reference.

Additionally, this letter, and supporting documentation which are incorporated by reference, provide the statutory notice pursuant to section 1002.33(6)(b)3.b., Florida Statutes, of the specific reasons based upon clear and convincing evidence, your charter application was denied. Your application did not materially comply with the requirements for a high performing replication charter school application.

I. Replication

Section 1002.33(6)(b)3.b.(III), Florida Statutes, requires a proposed high performing replication charter school application to substantially replicate the educational program of one of the applicant's high performing charter schools. The application submitted, on its face, does not substantially replicate the educational program of one of your high performing charter schools, and therefore fails to meet this statutory requirement.

"Educate and inspire every student to be successful"

Shawn R. Frost  
District 1

• Dale Simchick  
District 2

• Matthew McCain  
District 3

• Charles G. Searcy  
District 4

• Claudia Jiménez  
District 5

"To serve all students with excellence"  
Equal Opportunity Educator and Employer

The application for Somerset Academy Vero Beach failed to demonstrate how the proposed school would substantially replicate the educational program of Somerset Academy Elementary School South Miami (School I.D. # 2007). Rather than detailing the educational program of Somerset Academy Elementary School South Miami, the application at page 30 states the proposed charter school will implement the School District of Indian River County's Student Progression Plan to guide the progression and implementation of the charter school's curriculum, and will adopt the School District of Indian River County's approved instructional materials and Curriculum Pacing Guides. The application indicates the charter school will align its practices with the requirements and curriculum of the School District of Indian River County and will even implement the District's Code of Student Conduct. Clearly, by the charter school committing to use the curriculum, Pacing Guides, Student Progression Plan, Code of Student Conduct of the School District of Indian River County, it is not "substantially similar" to a charter school located in south Miami within the jurisdiction of the School Board of Miami-Dade County. Further, two appellate courts have held that in order to be substantially similar within the meaning of the high performing replication charter school statutory requirements, a proposed replicated charter school must have the same characteristics and be alike in substance or essentials to the school it is replicating. *School Board of Seminole County v. Renaissance Charter School, Inc.*, 113 So.3d 72 (Fla. 5<sup>th</sup> DCA 2013); *School Board of Polk County v. Renaissance Charter School, Inc.*, 147 So.3d 1026 (Fla. 2d DCA 2014). The instant application clearly fails to meet this requirement.

Other examples within the application of a failure to substantially replicate the educational program include:

- The application at page 68 projects an estimated 12% of students with disabilities (SWD) attending the charter school, while the charter school being replicated had too few numbers of SWD to report over the past two school years. An educational program design which addresses the needs of SWD comprising 12% of the school population is very different from an educational program design which only addresses a few students' needs.
- The application wholly fails to detail, highlight or showcase the replicated high performing school's educational design which prohibits the reviewers from analyzing this required component of the high performing replication charter school application.
- The application at page 32 states the charter school "will adopt the SDIRC Digital Classroom Plan." This statement again demonstrates the application is not replicating Somerset Academy Elementary School South Miami, but simply implementing the School District of Indian River County's educational program.

Based on the above, the School Board of Indian River County was presented with clear and convincing evidence that the application for Somerset Academy Vero Beach failed to replicate the educational program of Somerset Academy Elementary School South Miami (School I.D. # 2007), which is a statutory basis to deny the application.

## II. Charter School Civil Rights Requirements

Section 1002.33(6)(b)3.b.(II), Florida Statutes, requires a proposed high performing replication charter school application to materially comply with all applicable state and local health, safety, and civil rights requirements as described in section 1002.33(9)(a)-(f), Florida Statutes. The application submitted, on its face, does not comply with all civil rights requirements and therefore fails to meet this statutory requirement.

The School Board of Indian River County is governed by a federal desegregation order, a copy of which was previously provided to you and is attached to this letter for your easy reference. The federal desegregation order requires the School Board to achieve certain racial percentages with regard to student populations as well as employees. While the application states that the school is open to all students in Indian River County, it only addresses the racial and ethnic population of specific south county schools. Further, no specific targeted population is identified to determine whether the charter school can meet the requirements of the desegregation order.

The student recruitment plan denoted in the application at page 17 and described during the interview of Governing Board members will not recruit a population to the school that will be reflective of the entire county's demographics and will therefore not comply with the desegregation order. The student recruitment plan in the application does not address the type of student transportation necessary to be in compliance with the desegregation order, nor does it discuss any affirmative recruitment of students. Likewise, the application fails to contain any information for a diverse employee recruitment effort consistent with the desegregation order requirements.

The School District reviewers did discover the high performing charter school that is being replicated is actually under investigation by the City of South Miami for racial disparity (Butler, A, 2015, January 16; Butler, A., 2015, June 1). The Miami Herald reported that 1.1% of Somerset Academy Elementary School South Miami's (School I.D. # 2007) population is African American while the community's percentage is 17%. No information or a plan to correct this problem was provided in the application, nor provided by the Governing Board members during their interview. In fact, during the interview, comments were made by Somerset Academy representatives that charter schools were somehow restricted in complying with such requirements. On the contrary, federal guidance is clear that charter schools must comply with federal desegregation orders. A copy of the May 14, 2014 "Dear Colleague" letter from the U.S. Department of Education, Office of Civil Rights is attached to this letter and incorporated by reference.

Further, state law clearly requires charter schools to "achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the same school district," and allows charter schools to limit their enrollment process to target student populations to comply with federal requirements for a racial/ethnic balance. Section 1002.33(7)(a)8. and (10)(e)4, Florida Statutes. Due to the failure of this charter application to address the desegregation order or otherwise offer a student and staff recruit plan which will "achieve a racial/ethnic balance reflective of the community," the School Board of Indian River County was presented with clear and convincing evidence that the application for Somerset Academy Vero Beach failed to meet applicable civil rights requirements, which is a statutory basis to deny the application.

### III. Financial Management Practices

Section 1002.33(6)(b)3.b.(I), Florida Statutes, requires a proposed high performing replication charter school application to materially comply or contain a balanced financial plan as described in section 1002.33(6)(a)5., Florida Statutes. The application submitted on its face does not contain a balanced financial plan and therefore fails to meet this statutory requirement.

The application provides for exceptional student education (ESE) teachers; Literacy coaches; and music, art and world language teachers. However, none of these positions are accounted for in the proposed budget.

The application lists the following as programs and products the school will use: *Success Maker*, *CRISS* (as a supplement), lease or purchase devices for students, *Reading Plus*, *Triumphs Program* (as a supplement), *Mountain Math* (as a supplement), *Math IXL* – computer based program, and *Math Steps* (as a supplement). However, the application only budgeted \$75 per student for technology and other supplemental materials. This budgeted amount is not a realistic assessment of the per student cost to acquire these items.

The application indicates 1 food service staff member will serve all students in the first year of operation and that the school will be serving 90% of the student population. Using the figures provided in the application, this equates to 284 breakfasts and 284 lunches per day, or 564 meals per day. The total labor cost for food service staff in the budget at page 185 of the application is \$14,000 annually. This equates to \$77.77 in labor per day. This is neither a realistic staffing plan nor a realistic assessment of the cost to provide this service to students.

Finally, there is an inadequate separation of duties and internal controls. At page 133 of the application, disbursement vouchers are reviewed and approved by the school principal and the educational service provider (Academica). Additionally, the application provides authorized signatures on checks are limited to the Chair of the Governing Board, the President, the School Principal/designee, and educational service provider representative, and others, as approved by the Governing Board. This structure whereby the educational service provider (Academica) has the ability to approve the school's vouchers for payment and is also a signatory on the school's checks suggests an inadequate segregation of duties and poor internal controls, as essentially a vendor to the Governing Board can approve their own invoices and sign their own checks.

Due to the failure of this charter application to materially comply or contain a balanced financial plan as described in section 1002.33(6)(a)5., Florida Statutes, the School Board of Indian River County was presented with clear and convincing evidence that the application for Somerset Academy Vero Beach failed to provide a balanced financial plan, which is a statutory basis to deny the application.

In addition to the issues of material noncompliance stated above, other statutory deficiencies in the area of the charter school's educational plan are also noted:

#### IV. Educational Plan

A. The application fails to meet the statutory requirement for demonstrating how the school will use the guiding principles and meet the statutorily defined purpose of a charter school as required by section 1002.33(6)(a)1., Florida Statutes.

- The application is generic in scope and nature, and lacks specific details to show how it will meet the guiding principles as it applies to the school's purpose. Without measurable student outcomes there are no set priorities that are meaningful, manageable, or measurable.
- There is no clear plan of how students' acquired proficiency levels in a second language will be monitored in a school whose mission is to bilingually foster student achievement by providing a technologically, innovative, and challenging environment. Without the inclusion of specific data on the rates of levels of bilingualism it was not possible to evaluate and analyze the effectiveness of the proposed replication.

- The mission and vision of the School does not align with the Programmatic Model presented leading to a lack of clarity with respect to Bilingual/Dual Language Education vs. World Languages Programming.
- The application does not include a needs assessment nor does it include data that demonstrates effective educational programming.

B. The application fails to meet the statutory requirement for describing the educational foundation of the school and the teaching and learning strategies that will be employed as required by section 1002.33(7)(a)2., Florida Statutes.

- The application does not explain in a clear and coherent fashion the education program design or how it is similar or replicates the education program design at Somerset Academy Elementary School South Miami.
- The application at page 26 indicates the school will provide, "A robust bilingual and culturally inquisitive curriculum aimed at the mastery of Florida Standards/NGSSS as applicable". However, the World Language programming does not focus on standards related to proficiency within core content courses.
- The application does not include a needs assessment, nor data, that demonstrates effective educational programming to meet the needs of the school's proposed targeted population. Additionally, the school's targeted population is unclear, and as a result, the reviewers could not make a clear assessment as to whether the educational program would meet the needs of the targeted student population.

C. The application fails to meet the statutory requirement for explaining not only *what* the school will teach but also *how* and *why*, as well as providing a detailed curriculum plan that illustrates how students will be provided services to attain the Florida Standards as required by section 1002.33(6)(a)2., Florida Statutes.

- There is no plan to address students entering school with a current IEP. The application states that they will not discriminate against disabilities but they haven't provided documentation for addressing students with needs that cannot be addressed by the general education teacher.

D. The application fails to meet the statutory requirement for describing how the school will address transportation services for its student body as required by section 1002.33(20)(c), Florida Statutes.

- The transportation plan limits provision of transportation to hardship cases upon request of the parent, and some contractual services. Additionally, the plan assures provision of transportation within a "reasonable distance" which, depending on the location of the school, may not be sufficient to comply with racial balance required by the desegregation order or IDEA mandates for ESE students.
- Lastly, the Somerset Academy Elementary School South Miami does not provide transportation, so this element is not replicated.

Due to the failure of this charter application to provide a defined educational plan as detailed above, the School Board of Indian River County was presented with clear and convincing evidence that the application for Somerset Academy Vero Beach failed to adequately describe its proposed educational

plan, which is a statutory basis to deny the application.

Other items of concern are detailed in the Application Evaluation Instrument attached to this letter which I also encourage you to review. As was stated several times during the October 13, 2015 School Board meeting, you are encouraged to revise your high performing replication charter school application and resubmit it for the 2017/2018 school year. As you will recall, several School Board members were interested in the educational concepts in your application, but were adamant that your application must comply with all statutory requirements.

Again, thank you for your interest in public education in Indian River County. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Mark J. Rendell, Ed.D.  
Superintendent

Attachments:

Application Evaluation Instrument

Desegregation Order

May 14, 2014 "Dear Colleague" letter from the U.S. Department of Education Office of Civil Rights

cc: Adam Emerson, Charter Schools Director, Florida Department of Education (with attachments)

# Florida Charter School Application Evaluation Instrument

## High Performing Replications

Each section presents criteria for a response that meets the standard, and these criteria should guide the overall rating for the section. The Strengths and Weaknesses boxes provide space to identify data and other evidence that supports the rating. The rationale for each rating is important, especially if some of the data or evidence does not fit neatly into the criteria provided.

The following definitions should guide the ratings:

- Meets the Standard:** The response reflects a thorough understanding of key issues and demonstrates capacity to open and operate a quality charter school. It addresses the topic with specific and accurate information that shows thorough preparation and presents a clear, realistic picture of how the school expects to operate.
- Partially Meets the Standard:** The response addresses most of the criteria, but the responses lack meaningful detail and require important additional information.
- Does Not Meet the Standard:** The response lacks meaningful detail; demonstrates lack of preparation; or otherwise raises substantial concerns about the applicant's understanding of the issue in concept and/or ability to meet the requirement in practice

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### OVERALL ASSESSMENT – COMPLETE THIS SECTION LAST

Would you recommend approval of this application for a public charter school? Explain your recommendation in the Summary Comments section, below.

| DENY                                | APPROVE                  |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Name of Person Completing Assessment: Michael Ferrentino, Ed.D Date: October 6, 2015

Title: Executive Director ESE and Student Services

Signature: Michael Ferrentino, Ed.D.

## I. Replication

The Replication section should include a list of every high-performing charter school that is operated by the governing board submitting the application, and should include the grade levels currently served at each school. This section should also include a general description of how the proposed school is substantially similar to least one of the applicant's high-performing schools.

**Statutory References:**

s. 1002.33(6)(b)3.b.; s. 1002.331

**Evaluation Criteria:**

A response that meets the standard will present:

- Application includes verification letter from Commissioner of Education that applicant is a high-performing charter school.
- An education program that is substantially similar to at least one of the applicant's high performing charter schools.
- Significant involvement in the operation of the proposed school by the organization or individuals involved in the operation of the replicated school.

| Meets the Standard       | Partially Meets the Standard | Does Not Meet the Standard          |
|--------------------------|------------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |

| Strengths   | Reference   |
|---|---|
| <p>The administrator [of] Somerset Academy Elementary Miami Campus will serve as a mentor leader and assist the new principal in the implementation of the school.</p>  | <p>Replication C, page 4</p>                                |
| Concerns and Additional Questions   | Reference   |
| <p>The application notes that "Somerset Academy Vero Beach will be a direct replication of the High Performing School, Somerset Academy Elementary School South Miami Campus." Yet contradictions appear within the application:</p> <ul style="list-style-type: none"> <li>▪ It indicates that it will replicate the best practices of the replicated school, including...ensuring fidelity of instructional programming , and utilizes [sic] appropriate grade/subject level pacing guides and focus calendars utilized by Somerset Academy Elementary South Miami Campus;..." In contradiction to this it also states that "the School will implement the School District of Indian River County <i>Student Progression Plan</i> as a vehicle to guide the progression and implementation of the curriculum to be taught and in the manner described herein this petition. Additionally, the school will adopt research-based district/state-approved instructional materials and <i>Curriculum Pacing Guides</i>, if available..." and" will align</li> </ul> | <p>Replication B, pages 1, 2-3<br/>Section 4 A, page 30</p> |

such best practices with the requirements and curriculum of the School District of Indian River County.”

- It projects an estimated 12% of SWD's attending the School, while the school that is being replicated had only 2.9% of its students identified as having a disability in the 2012-13 school year and so few students in the 2013-14 school year that the numbers/percentage could not be reported.
- The application was submitted as a replication of a high performing charter school in South Miami. The application did not specifically highlight or showcase the replicated school's educational design.

Section 6 G, page 68  
[http://doeweb-prd.doc.state.fl.us/cds/nclbpar/year1314/nclb1314.cfm?dist\\_schl=13\\_2007](http://doeweb-prd.doc.state.fl.us/cds/nclbpar/year1314/nclb1314.cfm?dist_schl=13_2007)

**II. Educational Plan**

The education plan should define what students will achieve, how they will achieve it, and how the school will evaluate performance. It should provide a clear picture of what a student who attends the school will experience in terms of educational climate, structure, assessment and outcomes.

**1. Mission, Guiding Principles and Purpose**

The Mission, Guiding Principles and Purpose section should indicate what the school intends to do, for whom and to what degree.

**Statutory References:**

s. 1002.33(2)(a); s. 1002.33(2)(b); s. 1002.33(2)(c); s. 1002.33(6)(a)(1); s. 1002.33(7)(a)(1)

**Evaluation Criteria:**

A response that meets the standard will present:

- A compelling mission statement that defines the purpose and values of the school.
- A set of priorities that are meaningful, manageable and measurable, and focused on improving student outcomes.

| Meets the Standard       | Partially Meets the Standard | Does Not Meet the Standard          |
|--------------------------|------------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |

| Strengths  | Reference             |
|--|-----------------------|
| Offering multiple languages.   | 14                    |
| Concerns and Additional Questions  | Reference             |
| No music, art, or World Language teachers accounted for in the budget  | 170-173               |
| No ESE teachers or Literacy coaches accounted for in the budget.   | 170-173<br>240        |
| A mission statement has generically defined the missions and values of the school.   |                       |
| The entire application is generic in scope and nature, lacking specific details and measurable student outcomes. The application does not set priorities that are meaningful, manageable, or measurable. |                       |
| The application states that the school's "mission at Somerset Academy Vero Beach is to bilingually foster student achievement by providing a technologically, innovative, and challenging                | Section 1, A, Page 10 |

environment..." and that "emphasis will be placed on the importance of a bilingual child in the advancing world." However, there is no clear plan of how students' acquired proficiency levels in a second language will be monitored. Additionally, specific data on the rates of levels of bilingualism of students enrolled in their program, was not provided through the application or during the interview process. Omission of this data did not allow the potential Sponsor to evaluate and analyze the effectiveness of the proposed replication.

The mission and vision of the School does not align with the Programmatic Model presented leading to a lack of clarity with respect to Bilingual/Dual Language Education vs. World Languages Programming.

The application does not include a needs assessment nor data that demonstrates effective educational programming to meet the needs of the school's proposed targeted population. Additionally, the school's targeted population is unclear, and as a result, the reviewers could not make a clear assessment as to whether the educational program would meet the needs of the student population

**2. Target Population and Student Body**

The Target Population and Student Body section should describe the anticipated target population of the school and explain how the school will be organized by grade structure, class size and total student enrollment over the term of the school's charter.

**Statutory Reference(s):**

s. 1002.33(10)(c); s. 1002.33(6)(b)(2); s. 1002.33(7)(a)(1); s. 1003.03

**Evaluation Criteria:**

A response that meets the standard will present:

- An understanding of the students the charter school intends to serve.
- If the applicant proposes to target certain populations, the projected student body should align with the overall mission of the school.

| Meets the Standard       | Partially Meets the Standard | Does Not Meet the Standard          |
|--------------------------|------------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |

| Strengths | Reference |
|-----------|-----------|
|           |           |

| Concerns and Additional Questions   | Reference  |
|---|--|
| Different sections of the application reference different populations, such as the entire district, surrounding schools, or the local neighborhood. The student demographics would be different in each scenario and the applicant never specifically identifies the target student population. Application states open to all students in the county but addresses only the racial and ethnic population of specific south county schools. | 15   |
| Location is not known so hard to identify population and whether charter school can meet the desegregation order.   |  |
| The plan denoted in the application and described in the interview is not sufficient to recruit a population to the school that will be reflective of the entire county's demographics. "Word of mouth", "brochures", and connecting with the Charter High School are unlikely to be inclusive.   | Miami Herald Articles<br>Application, Section 2<br>Desegregation Order |
| The Somerset SoMi campus that the proposed school is replicating is under investigation for racial disparity (Butler, A, 2015, January 16; Buder, A., 2015, June 1). The Miami Herald reports that 1.1% of Somerset SoMi's population is African American while the community's percentage is 17%. In the interview, when questioned  | Pg. 17   |

about this matter, the team indicated that it is addressing this matter, but provided no evidence of a plan. In fact, during the interview, reasons for the current disproportionality were provided and it was stated that this year only siblings were able to attend (which would not alter the demographic).

Indian River County Schools are under a desegregation order. When asked about this, the team indicated that the school, "would use the same approach the district uses." This includes busing and targeted assignment. The written plan does not address the type of transportation necessary to be in compliance nor does it discuss affirmative recruitment of students.

A clear requirement for a replication school is, "A charter school shall admit students as provided in subsection (10), which includes, "(10)(e)4.any federal provisions that require a school to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the same school district." Only providing transportation within the defined reasonable distance (p. 17) will necessarily exclude access to the school for black students.

**3. Educational Program Design**

The Educational Program Design section should describe the educational foundation of the school and the teaching and learning strategies that will be employed.

**Statutory Reference(s):**

s. 1002.33(7)(a)(2)

**Evaluation Criteria:**

A response that meets the standard will present an educational program design that:

- Is clear and coherent;
- Is based on effective, research-based educational practices, teaching methods and high standards for student learning;
- Aligns with the school's mission and responds to the needs of the school's target population; and
- Presents evidence that the proposed approach will lead to improved student performance for the school's target population.

| Meets the Standard       | Partially Meets the Standard | Does Not Meet the Standard          |
|--------------------------|------------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |

| Strengths  | Reference   |
|--|-------------|
| Indicates offering multiple languages.   |             |
| Applicant states that a variety of technology will be utilized.  |             |
| <b>Concerns and Additional Questions</b>   |             |
| No music, art, or World Language teachers are accounted for in the budget.   | 19, 170-173 |
| No ESE teachers or Literacy coaches accounted for in the budget. (job description is on page 240)  |             |
| The dollar amount allocated per student for technology (i.e., \$75) does not support the variety of instructional technology materials, software, hardware, and devices indicated. The application references one-to-one devices and Bring Your Own Device for student use; however, the parent handbook of the replication school prohibits students from bringing any electronic devices on campus. It was confirmed during the interview process that students would not be allowed to bring their own devices and that the school would be providing technology through the use of mobile carts. |             |
| Throughout the application it is stated that the school will be a replication school but will use the Sponsor's curriculum plan which is different than the curriculum offered at the replication school.  |             |

The application states that, "A robust bilingual and culturally inquisitive curriculum aimed at the mastery of Florida Standards/NGSSS as applicable". However, the World Language programming does not focus on standards related to proficiency within core content courses.

26

The application does not include a needs assessment, nor data, that demonstrates effective educational programming to meet the needs of the school's proposed targeted population. Additionally, the school's targeted population is unclear, and as a result, the reviewers could not make a clear assessment as to whether the educational program would meet the needs of the targeted student population.

**4. Curriculum Plan**

The Curriculum Plan section should explain not only *what* the school will teach but also *how* and *why*.

**Statutory Reference(s):**

s. 1002.33(6)(a)(2); s. 1002.33(6)(a)(4); s. 1002.33(7)(a)(2); s.1002.33(7)(a)(4)

A response that meets the standard will present a curriculum plan that:

- Provides a clear and coherent framework for teaching and learning;
- Is research-based;
- Is consistent with the school's mission, educational philosophy and instructional approach;
- Will enable students to attain Sunshine State Standards and receive a year's worth of learning for each year enrolled; and
- Will be appropriate for all students at all levels.

| Meets the Standard       | Partially Meets the Standard | Does Not Meet the Standard          |
|--------------------------|------------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |

| Strengths   | Reference   |
|---|-------------|
| Indicates offering multiple languages.  |             |
| Applicant states that a variety of technology will be utilized.   |             |
| <b>Concerns and Additional Questions</b>  |             |
| No music, art, or World Language teachers are accounted for in the budget (students in grades 2-5 will be taught by a qualified area teacher).  | 19, 170-173 |
| The application states that the school will "strive to provide quality services for Students with Disabilities". However, there is no plan to address students entering school with a current IEP. The application states that they will not discriminate against disabilities but they haven't provided documentation for addressing students with needs that cannot be addressed by the general education teacher.  | 26          |
| The application notes that "Somerset Academy Vero Beach will be a direct replication of the High Performing School, Somerset Academy Elementary School South Miami Campus." Yet contradictions appear within the application: <ul style="list-style-type: none"> <li>• It indicates that it will replicate the best practices of the replicated school, including...ensuring fidelity of instructional programming , and utilizes [sic] appropriate grade/subject level pacing guides and focus calendars utilized by Somerset Academy Elementary South Miami Campus;..." In contradiction to this it also states that</li> </ul> | 30          |

|   |                           |
|---|---------------------------|
| <p>“the School will implement the School District of Indian River County <i>Student Progression Plan</i> as a vehicle to guide the progression and implementation of the curriculum to be taught and in the manner described herein this petition. Additionally, the school will adopt research-based district/state-approved instructional materials and <i>Curriculum Pacing Guides</i>, if available...” and” will align such best practices with the requirements and curriculum of the School District of Indian River County.”</p>  |                           |
| <p>No ESE teachers or Literacy coaches are accounted for in the budget.</p>   | <p>26, 170-173, 240</p>   |
| <p>Only \$75 per student is accounted for in the budget for technology and other supplemental materials, however the following are programs and products that the school will be using: <i>Success Maker</i>, <i>CRISS</i> (as a supplement), <i>Lease or purchase devices for students</i>, <i>Reading Plus</i>, <i>Triumphs Program</i> (as a supplement) <i>Mountain Math</i> (as a supplement), <i>Math IXL – computer based program</i>, <i>Math Steps</i> (as a supplement)</p>   | <p>22, 32, 33, 34, 37</p> |
| <p>The application state that the school “will adopt the SDIRC Digital Classroom Plan.” This statement shows that is not consistent with the replication school’s plan. Additionally, the application references one-to-one devices and Bring Your Own Device for student use; however, the parent handbook of the replication school prohibits students from bringing any electronic devices on campus. It was confirmed during the interview process that students would not be allowed to bring their own devices and that the school would be providing technology through the use of mobile carts.</p> | <p>32</p>                 |

**5. Student Performance, Assessment and Evaluation**

The Student Performance, Assessment and Evaluation section should define what students attending the school should know and be able to do and reflect how the academic progress of individual students, cohorts over time, and the school as a whole will be measured.

**Statutory Reference(s):**

s. 1002.33(6)(a)(3); s.1002.33(7)(a)(3); s.1002.33(7)(a)(4); s.1002.33(7)(a)(5)

**Evaluation Criteria:**

A response that meets the standard will present:

- Measurable educational goals and objectives that set high standards for student performance.
- Promotion standards that are based on high expectations and provide clear criteria for promotion from one level to the next, and for graduation (if applicable).
- Evidence that a range of valid and reliable assessments will be used to measure student performance.
- Assessment activities that are sufficiently frequent and a detailed plan to determine whether students are making adequate progress.
- Evidence that data will inform decisions about adjustments to the educational program.
- Plans for sharing student performance information that will keep students and parents well informed of academic progress.

| Meets the Standard                  | Partially Meets the Standard | Does Not Meet the Standard |
|-------------------------------------|------------------------------|----------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/>   |

| Strengths   | Reference |
|---|-----------|
| The goals were measurable using valid assessment. |           |

| Concerns and Additional Questions   | Reference |
|---|-----------|
| Mention of giving the FCAT 2.0 science assessment to 3 <sup>rd</sup> and 4 <sup>th</sup> graders (only offered in 5 <sup>th</sup> grade). |           |

## 6. Exceptional Students

The Exceptional Students section should demonstrate an understanding of the requirements of the school to serve all students and provide a concrete plan for meeting the broad spectrum of educational needs and providing all students with a quality education.

### Statutory Reference(s):

s. 1002.33(16)(a)(3)

### Evaluation Criteria:

A response that meets the standard will present:

- Clear description of the levels of service the school will provide to students with disabilities.
- A clear description of how the school will ensure that students with disabilities (SWD) will have an equal opportunity of being selected for enrollment.
- An understanding and commitment to collaborating with the sponsor to ensure that placement decisions for students with disabilities will be made based on each student's unique needs.
- An appropriate plan for evaluating the school's effectiveness in serving exceptional students, including gifted.
- A realistic enrollment projection (SWD) and a staffing plan that aligns with the projection.

| Meets the Standard       | Partially Meets the Standard        | Does Not Meet the Standard |
|--------------------------|-------------------------------------|----------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>   |

| Strengths  | Reference           |
|--|---------------------|
| The school agrees to adopt and implement the District's policies and procedures with respect to Special Education. | Section 6, C, p. 64 |

| Concerns and Additional Questions  | Reference   |
|--|---|
| 1. The application clearly states that it will serve Students with Disabilities (SWDs) whose needs can be met a regular classroom environment with at least 80% of instruction occurring in a class with non-disabled peers. This contradicts the statement that "the school's curriculum will serve students of all ability levels and aim for mastery of the Florida Standards/NGSSS-as applicable, for all students." Furthermore, the budget only anticipates Exceptional Student Education (ESE) students who would receive sufficient services to be eligible for 251 levels of funding. | Section 6, A, p. 58<br><br>Section 1, C, p.13<br><br>Appendix B, p. 170       |
| 2. The application is lacking sound plans for educating exceptional student that reflect the full range of programs and services required to provide all students with a high quality education. The application indicated an inclusion model with ESE support will be used and that "For students requiring a more restrictive learning environment (i.e., Resource Room or Separate Class setting) to support their educational needs, an IEP team meeting   | Section 6, A, pp. 58-59<br>Section 6, C, p. 64<br><br>Section 6, F, pp. 67-68 |

13

|   |   |
|---|---|
| <p>will be held with the staffing specialist, a representative from the student's home school, a general education teacher, and the child's parents to discuss the appropriate educational setting". While the application indicates that co-teaching, support facilitation, or consultation may be used for SWDs, there is no plan for establishing a "Collaborative Link" with the Sponsor, for students who remain unsuccessful or not be able to benefit from these models and receive at least 80% of their instruction with non-disabled peers in a regular classroom environment. Thus, the applicant is not able to effectively provide the full continuum of supports that may be needed by an individual student.</p>   | <p>Section 6, C, p. 64</p>                                  |
| <p>3. The applicant fails to clearly indicate how it will address the needs of its students who need to access Hospital/Homebound services and is unclear regarding the availability of services for gifted students, stating that two delivery models <u>may</u> be available for students (Elementary Content Part-time and Elementary Full-time) but does not specify that at least one of these models will be provided.</p>  | <p>Section 6, I, p. 70</p> <p>Section 6, I, pp. 70 – 72</p> |
| <p>4. While agreeing to "follow guidelines and procedures detailed in the SDIRC ESE Policies and Procedures Manual and Rule 6A-6.03019, Special Instructional Programs for Students who are Gifted" the applicant then goes on to detail a screening process that is different from that of SDIRC. It also allows the use of the <i>Williams Creativity Scale</i> is a measure of creativity, an option attributed to, but not included in, the District Plan to Increase the Participation of Underrepresented Students in the Gifted Program.</p>   | <p>Section 6, A, pp. 58 – 60,<br/>Section 6, C, p. 66</p>   |
| <p>5. The application contains a variety of terms for the team(s) that will be responsible for the problem-solving that occurs within the school at various levels including Problem Solving Team (PST), SBT, and SST Team. A variety of terms stemming from different models of problem solving reflects the lack of clarity regarding the process on the part of the applicant. The application is inconsistent with Florida Rule when stating that "A referral for students suspected of having a disability will be initiated by school personnel with supporting documentation when the following determinations have been made... 3. significant risk factors are present..." "No such option is provided in the Rule."</p> | <p>Section 6 A, pages 59-60</p>                             |

**7. English Language Learners**

The English Language Learners section should demonstrate an understanding of the requirements of the school to serve English Language Learner students and provide a concrete plan for meeting the broad spectrum of educational needs and providing all students with a quality education.

**Statutory Reference(s):**

s. 1002.33(10)

**Evaluation Criteria:**

A response that meets the standard will present:

- Demonstrated understanding of state and federal requirements regarding the education of English language learner students.
- Sound plans for educating English language learner students that reflect the full range of programs and services required to provide all students with a high quality education.
- Demonstrated capacity to meet the school's obligations under state and federal law regarding the education of English language learner students.

| Meets the Standard                  | Partially Meets the Standard | Does Not Meet the Standard |
|-------------------------------------|------------------------------|----------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/>   |

| Strengths   | Reference |
|---|-----------|
| The Applicant agrees to adopt and implement the Sponsor's policies and procedures with respect to the state-approved District ELL Plan. | Pg. 74    |

| Concerns and Additional Questions   | Reference |
|---|-----------|
| <p>The Applicant agrees to adopt and implement the Sponsor's policies and procedures with respect to the ELL plan, as amended from time to time. However, within Section 7, the following information does not align with the District ELL Plan:</p> <ul style="list-style-type: none"> <li>• Application states that students "may be taught in English in the general education classroom with the assistance of an assistant if available."</li> <li>• Curriculum Content in Home Language for ELLs, Level 1 and 2, is not reflective of the District ELL Plan</li> </ul> <p>The process that the Applicant will utilize to monitor policies and procedures with respect to the Sponsor's (District) ELL Plan, including any amendments to the Sponsor's ELL Plan, has not been clearly defined.</p> | Pg. 75    |

**8. School Climate and Discipline**

The School Climate and Discipline section should describe the learning environment of the school and provide evidence that the school will ensure a safe environment conducive to learning.

**Statutory Reference(s):**

s. 1002.33(7)(a)(7); s. 1002.33(7)(a)(11)

**Evaluation Criteria:**

A response that meets the standard will present:

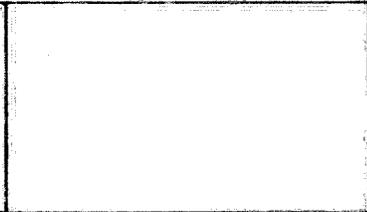
- A sound approach to classroom management and student discipline.
- Legally sound policies for student discipline, suspension, and dismissal.

| Meets the Standard       | Partially Meets the Standard        | Does Not Meet the Standard |
|--------------------------|-------------------------------------|----------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>   |

| Strengths   | Reference |
|---|-----------|
| The application is indicating that it will implement the Sponsor Code of Student Conduct. | Pg. 81    |

| Concerns and Additional Questions   | Reference   |
|---|-------------|
| The application indicates that it will adhere to the Sponsor's Positive Climate and Discipline Code of Student Conduct.<br>Concerns: The Code of Student Conduct items that have been addressed in this application are limited and do not totally reflect the spirit of our Positive Climate and Discipline Code of Student Conduct.         | pages 81-83 |
| The application indicates that the school will abide by the Sponsor's Code of Student Conduct, that the Code of Conduct information will be available to parents and that "parents are expected to read and discuss the policies with their child/children and return the appropriate form(s) with signatures for student' portfolio records. | page 81     |
| Concern: The application does not indicate how the Code of Conduct will be shared and discussed with students, parents and other constituencies at the beginning of the year per Florida State Statue 1006.07.  |             |
| The application indicates that the school will utilize SERT when a student has committed a serious Code of Student Conduct violation.   | page 83     |
| Concern: The application only gives two options: alternative  |             |

placement or an expulsion recommendation; when a student is referred to SERT, the team, after taking into consideration the case facts, may also recommend that the student return to school. This application does not have an option for student to return to his/her school, therefore, it seems to be curtailing the procedural authority of SERT.



### III. Organizational Plan

The Organizational Plan should provide an understanding of how the school will be governed and managed. It should present a clear picture of the school's governance and management priorities, what responsibilities various groups and people will have, and how those groups will relate to one another.

#### 9. Governance

The Governance section should describe how the policy-making and oversight function of the school will be structured and operate.

#### Statutory Reference(s):

s. 1002.33(7)(a)(15); s. 1002.33(16)(b)(5)

#### Evaluation Criteria:

A response that meets the standard will present:

- Documentation of proper legal structure of the governing board, or a plan to organize in conformity with the laws of Florida.
- A clear understanding and description of the governing board's responsibilities.
- A clear, sensible delineation of roles and responsibilities in relation to governance and school management.
- A sensible method for resolving disputes between parents and the school.

| Meets the Standard       | Partially Meets the Standard        | Does Not Meet the Standard |
|--------------------------|-------------------------------------|----------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>   |

| Strengths   | Reference                        |
|---|----------------------------------|
| The legal structure of the school's Governing Board is created with Articles of Incorporation and Bylaws. An organizational chart is also provided.   | Page 84                          |
| The Applicant includes the statutorily required assurances that it will hold at least two Board meetings per school year in the School District.  | Page 88                          |
| The Applicant identifies a 9 member Governing Board including a brief description of qualifications and experience of each Board member. Board members appear to bring a wide range of knowledge to the Governing Board.  | Pages 89-92                      |
| Concerns and Additional Questions   | Reference                        |
| The Application discloses but fails to resolve material conflicts of interest issues. Director Isla is employed as the Principal of two Mater Academy schools and Director Diaz is employed as the Principal of a Pinecrest Academy school, all of which are managed by the same ESP proposed to manage the instant charter | Page 87-88 & Appendix A ¶ 4.3(g) |

school. Director Morales was formally employed by Academica Virtual Education which is a limited liability company owned by the same ESP proposed to manage the instant charter school. These intertwining relationships create a continuing conflict of interest for these three governing board members.

The Bylaws provided by the Applicant allow meetings of the Governing Board to be held at the principal office of the corporation which is listed in State records as Pembroke Pines in Broward County, Florida. Holding a Governing Board meeting by an Indian River charter school in Pembroke Pines (or any other location outside Indian River County), may violate Florida's Sunshine Law.

The Applicant during the interview shared the Governing Board with exploring a way for parents to remotely access (by computer or some other technology) Governing Board meetings in different parts of the State. The Florida Attorney General's office recently issued an informal opinion to the Board of Trustees of the City of Boca Raton Police and Firefighter's Retirement System that, "There is no apparent authority for the use of electronic media technology to allow members of a board or commission to remove a workshop or meeting from within the jurisdiction in which the board or commission is empowered to carry out its functions and claim compliance with the Sunshine Law by providing the public electronic access to the remote meeting."

Further, a Court has held that a School Board workshop held outside the county and over one hundred miles away from the Board's headquarters violated the Sunshine Law. In balancing the interests, the Court found the interest of the public in having a reasonable opportunity to attend outweighed the Board's desire to save travel time and expenses due to the fact that Board members were attending a conference out of town. *Rhea v. Alachua School Board*, 636 So.2d 1383 (Fla. 1<sup>st</sup> DCA 1994).

Unless and until the Florida Attorney General or a Court opines that this Governing Board may meet outside Indian River County and consider items pertinent to an Indian River County charter school, all public meetings involving an Indian River Charter School should only be held in Indian River County.

Appendix A ¶ 4.7

The method to resolve disputes between parents and the school is also a concern. The final step in dispute resolution between a parent and the school is to share the concerns at a scheduled Governing Board meeting. There is no assurance of when the two meetings in Indian River County will occur during the school year. Accordingly, a parent may not have an opportunity to speak at a Governing Board meeting for quite some time, or may be required to travel a great distance in order to speak at a Governing Board meeting held in another part of the State. The Applicant during the interview agreed that prompt resolution of parent concerns was important and shared the Governing Board was exploring ways for parents to remotely access (by computer or some other technology) Governing Board meetings in different parts of the State. This concept was not discussed in the pending application and raises the same Sunshine Law issues discussed above.

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**10. Management**

The Management section should describe how the day-to-day administration of the school's operations will be structured and fulfilled.

**Statutory Reference(s):**

s. 1002.33(7)(a)(9); s. 1002.33(7)(a)(14)

**Evaluation Criteria:**

A response that meets the standard will present:

- A management structure that includes clear delineation of the roles and responsibilities for administering the day-to-day activities of the school.
- A sound plan for the recruitment and selection of the school leader.
- A viable and adequate staffing plan aligned with the projected student enrollment.
- A sound plan for recruiting and retaining qualified and capable staff.

| Meet the Standard        | Partially Meets the Standard        | Does Not Meet the Standard |
|--------------------------|-------------------------------------|----------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>   |

| Strengths | Reference |
|-----------|-----------|
|           |           |

| Concerns and Additional Questions  | Reference                     |
|--|-------------------------------|
| Section 10 indicates that the average teacher salary at Somerset will be \$39,500. The average teacher salary in Indian River County is approximately \$46,961. Additionally, the insurance contribution proposed is \$1056/year less than the School District provides. During the interview, the Charter School indicated that it typically will draw less experienced teachers and can therefore pay less. The team also indicated that a less experienced workforce would likely be healthier and have lower insurance costs. The disparity, nonetheless, exists and would be a disincentive to candidates considering the Charter School. There also are no provisions for diverse recruitment efforts consistent with the desegregation order. | Pg. 94<br>Desegregation Order |

**11. Education Service Providers**

The term "education service provider" (ESP) refers to any number of organizations that contract with the governing board of a school to provide comprehensive services. The three major types of ESPs that serve charter schools are education management organizations, comprehensive school design providers, and virtual school management organizations. The Education Service Provider section should describe, if applicable, the contractual arrangement between the school's governing board and such a provider.

**Statutory Reference(s):**

s. 1002.33(7)(a)(9)

**Evaluation Criteria:**

A response that meets the standard will present:

- A persuasive explanation of the reasons for contracting with an education service provider.
- A persuasive explanation of how the proposed relationship with the ESP will further the school's mission.
- A clear description of the services to be provided by the ESP.
- A clear delineation of the roles and responsibilities between the school's governing board and the ESP.
- A clearly defined performance-based relationship between the school's governing board and the ESP.

| Not Applicable           | Meets the Standard       | Partially Meets the Standard        | Does Not Meet the Standard |
|--------------------------|--------------------------|-------------------------------------|----------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>   |

| Strengths  | Reference                 |
|--|---------------------------|
| The Application lists the services to be provided by the ESP.  | Page 104-105              |
| The Application lists the reasons the ESP was selected.  | Page 104-105              |
| The Application provides a list of other Charter Schools utilizing the ESP and provides a proposed Management Agreement between the Governing Board and the ESP. | Addendum C and Appendix C |

| Concerns and Additional Questions  | Reference           |
|--|---------------------|
| The proposed Management Contract provided as part of the Application does not include any performance evaluation measures as required by the Application. The Application briefly asserts that a performance evaluation will be conducted. However, during the interview the Applicant candidly admitted such an evaluation had not been conducted previously and an | Page 104 Appendix C |

evaluation process for the ESP had not been formalized.

The Application does not provide an explanation of due diligence efforts that led to the selection of the ESP as required by the Application. The Application claims the Governing Board analyzed data regarding several ESP's; however that statement is inaccurate. During the interview one Governing Board member shared he spoke with a Board member from a different charter school organization and inquired about their educational service provider and the service delivery model. No other Governing Board member related similar activities. Additionally, no information was provided regarding the Governing Board discussing the selection of Academica to manage the charter school. One Governing Board member obtaining anecdotal evidence about one other charter school management company does not equate to the Governing Board analyzing data or due diligence which informed their decision. During the interview, the Applicant admitted it chose Academica due to their existing relationship.

Page 104

The Application does not provide any explanation, as to how the Governing Board will insure that an "arm's length" performance based relationship exists between the Governing Board and the ESP. Given its total dependence on the ESP to manage its 50+ charter schools, the "arm's length" relationship is questionable. There is no assurance the Governing Board is truly independent and capable of standing on its own without being wholly supported by the ESP. The below list of examples demonstrates the concern.

Page 106

- a. The Applicant has no staff, systems or capability to enable it to exercise continuing oversight over the ESP's performance.
- b. As verified during the interview, the Applicant employs the ESP to manage all of its 50+ schools. It has never employed another ESP and did not actually evaluate any other ESP for the proposed school.
- c. With no professional CEO, CFO, COO, executive director, or other independent management or executive support, the Applicant is totally

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dependent upon the ESP for the management of its school network. During the interview, the Applicant shared it had retained a President and Vice President to work with the Governing Board. It was shared these were not full time positions and the President and Vice President also worked full time as school-based administrators at one of the Governing Board's charter schools which is also managed by the same ESP proposed to manage the instant Charter School. This information was not included in the Application and no details were provided as to these individuals' roles in the management and oversight of the charter school.

- d. Director Morales was formally employed by Academica Virtual Education which is a limited liability company owned by the ESP proposed to manage the instant Charter School.

**12. Employment**

The Employment section should define the policies and procedures that frame the school's relationship with its staff.

**Statutory Reference(s):**

s. 1002.33(7)(a)(14); s. 1002.33(12)

**Evaluation Criteria:**

A response that meets the standard will present:

- A compensation plan that will attract and retain quality staff.
- Policies and procedures that hold staff to high professional standards or a sound plan for development of policies and procedures.

| Meets the Standard       | Partially Meets the Standard        | Does Not Meet the Standard |
|--------------------------|-------------------------------------|----------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>   |

| Strengths | Reference |
|-----------|-----------|
|           |           |

| Concerns and Additional Questions  | Reference    |
|--|--------------|
| Section 10 indicates that the average teacher salary at Somerset will be \$39,500. The average teacher salary in Indian River County is approximately \$46,961. Additionally, the insurance contribution proposed is \$1056/year less than the School District provides. During the interview, the Charter School indicated that it typically will draw less experienced teachers and can therefore pay less. The team also indicated that a less experienced workforce would likely be healthier and have lower insurance costs. The disparity, nonetheless, exists and would be a disincentive to candidates considering the Charter School. There also are no provisions for diverse recruitment efforts consistent with the desegregation order. | Pgs. 108-114 |

**13. Student Recruitment and Enrollment**

The Student Recruitment and Enrollment section should describe how the school will attract and enroll its student body.

**Statutory Reference(s):**

s. 1002.33(7)(a)(7); s. 1002.33.(7)(a)(8); s. 1002.33(10)

**Evaluation Criteria:**

A response that meets the standard will present:

- A student recruitment plan that will enable the school to attract its targeted population.
- An enrollment and admissions process that is open, fair, and in accordance with applicable law.

| Meets the Standard       | Partially Meets the Standard | Does Not Meet the Standard          |
|--------------------------|------------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |

| Strengths | Reference |
|-----------|-----------|
|           |           |

| Concerns and Additional Questions  | Reference      |
|--|----------------|
| <p>The plan denoted in the application and described in the interview is not sufficient to recruit a population to the school that will be reflective of the entire county's demographics. "Word of mouth", "brochures", and connecting with the Charter High School are unlikely to be inclusive.</p> <p>The Somerset SoMi campus that the proposed school is replicating is under investigation for racial disparity (Butler, A, 2015, January 16; Butler, A., 2015, June 1). The Miami Herald reports that 1.1% of Somerset SoMi's population is African American while the community's percentage is 17%. In the interview, when questioned about this matter, the team indicated that it is addressing this matter, but provided no evidence of a plan. In fact, during the interview, reasons for the current disproportionality were provided and it was stated that this year only siblings were able to attend (which would not alter the demographic).</p> <p>Indian River County Schools are under a desegregation order. When asked about this, the team indicated that the school, "would use the same approach the district uses." This includes busing and targeted assignment. The written plan does not address the type of transportation necessary to be in compliance nor does it discuss affirmative recruitment of students.</p> | <p>Pg. 116</p> |

|   |  |
|---|--|
| <p>A clear requirement for a replication school is, "A charter school shall admit students as provided in subsection (10), which includes, "(10)(e)4.any federal provisions that require a school to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the same school district." Only providing transportation within the defined reasonable distance (p. 17) will necessarily exclude access to the school for black students.</p> |  |
|---|--|

#### IV. Business Plan

The Business Plan should provide an understanding of how the charter operators intend to manage the school's finances. It should present a clear picture of the school's financial viability including the soundness of revenue projections; expenditure requirements; and how well the school's budget aligns with and supports effective implementation of the educational program.

#### 14. Facilities

The Facilities section should provide an understanding of the school's anticipated facilities needs and how the school plans to meet those needs.

**Statutory Reference(s):**

s. 1002.33(7)(a)(13); s. 1002.33(18)

**Evaluation Criteria:**

A response that meets the standard will present:

- A realistic plan for acquiring a facility that is appropriate and adequate for the school's program and targeted population.
- Evidence that the school has access to the necessary resources to fund the facilities plan.

| Meets the Standard                  | Partially Meets the Standard | Does Not Meet the Standard |
|-------------------------------------|------------------------------|----------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/>   |

| Strengths | Reference |
|-----------|-----------|
|           |           |

| Concerns and Additional Questions  | Reference |
|--|-----------|
| <p>The applicant appears to have described in this section with regards to plans to secure a facility in the Vero Beach area within the confines of the statutory requirements. Although the applicant declined to name a specific location "for fear of jeopardizing any ongoing negotiations" it provided sufficient documentation to support its intent to acquire, lease or construct a facility on pages 120 -122. A review of the commitment letter in Appendix G as well as Building Hope financial statements provided subsequent to the interview demonstrate evidence of its financial wherewithal to execute its plans.</p> |           |

**15. Transportation**

The Transportation section should describe how the school will address these services for its student body.

**Statutory Reference(s):**

s. 1002.33(20)(c)

**Evaluation Criteria:**

A response that meets the standard will present:

- A transportation plan that will serve all eligible students.

| Meets the Standard       | Partially Meets the Standard | Does Not Meet the Standard          |
|--------------------------|------------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |

| Strengths   | Reference |
|---|-----------|
| Transportation funding is adequate for two bus routes and the Charter School indicated in the interview that it was committed to actually providing bus transportation. |           |

| Concerns and Additional Questions  | Reference |
|--|-----------|
| <p>The transportation plan does not specifically state that transportation will actually be provided. It limits provision of transportation to hardship cases, upon request. Additionally, the plan assures provision for "reasonable distance" which, depending on the location of the school, may not be sufficient to comply with racial balance required by the desegregation order. Lastly, the SoMi school does not provide transportation, so this element is not replicated.</p> <p>"A review of Somerset SoMi's audited financial report demonstrates no dollars expended for transportation. Therefore, the reviewers do not believe that it is the intent of the provider to provide transportation."</p> | Pg. 123   |

**16. Food Service**

The Food Service section should describe how the school will address these services for its student body.

**Statutory Reference(s):**

s. 1002.33(20)(a)(1)

**Evaluation Criteria:**

A response that meets the standard will present:

- A food service plan that will serve all students.

| Meets the Standard       | Partially Meets the Standard        | Does Not Meet the Standard |
|--------------------------|-------------------------------------|----------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>   |

| Strengths   | Reference                     |                    |                    |               |               |  |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |          |     |  |   |     |     |           |     |   |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |           |     |  |                               |
|---|-------------------------------|--------------------|--------------------|---------------|---------------|--|---|-----|-----|-----------|-----|--|---|-----|-----|-----------|-----|---|---|-----|-----|----------|-----|--|---|-----|-----|-----------|-----|---|---|-----|-----|-----------|-----|--|---|-----|-----|-----------|-----|---|---|-----|-----|-----------|-----|--|-------------------------------|
| Approved sponsor for the National School Lunch Program in Florida and the organizations seems to have a strong reputation with State of Florida Department of Agriculture in regards to audits.   | Confirmed with FDACS          |                    |                    |               |               |  |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |          |     |  |   |     |     |           |     |   |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |           |     |  |                               |
| Concerns and Additional Questions   | Reference                     |                    |                    |               |               |  |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |          |     |  |   |     |     |           |     |   |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |           |     |  |                               |
| The response lack meaningful detail; demonstrates lack of preparation; or otherwise raised substantial concerns about the applicant's understanding of the issue in concept and/or ability to meet the requirement in practice.   |                               |                    |                    |               |               |  |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |          |     |  |   |     |     |           |     |   |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |           |     |  |                               |
| Five Year Budget – "Since we are uncertain of the precise population (and number of free and reduced lunch meals to be served) we are unable to provide a more precise budget structure for food service.   | Budget Detail & Staffing Plan |                    |                    |               |               |  |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |          |     |  |   |     |     |           |     |   |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |           |     |  |                               |
| <table border="1"> <thead> <tr> <th>Year</th> <th>Exp Enroll</th> <th>90% Student Partic</th> <th>Bf/Lunch</th> <th>Total Meal Eq</th> <th></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>315</td> <td>284</td> <td>142 + 284</td> <td>426</td> <td></td> </tr> <tr> <td>1</td> <td>315</td> <td>236</td> <td>118 + 236</td> <td>354</td> <td>"</td> </tr> <tr> <td>1</td> <td>315</td> <td>158</td> <td>79 + 158</td> <td>237</td> <td></td> </tr> <tr> <td>2</td> <td>375</td> <td>337</td> <td>169 + 337</td> <td>506</td> <td>"</td> </tr> <tr> <td>3</td> <td>415</td> <td>374</td> <td>187 + 374</td> <td>561</td> <td></td> </tr> <tr> <td>4</td> <td>435</td> <td>392</td> <td>196 + 392</td> <td>588</td> <td>"</td> </tr> <tr> <td>5</td> <td>450</td> <td>405</td> <td>203 + 405</td> <td>608</td> <td></td> </tr> </tbody> </table> | Year                          | Exp Enroll         | 90% Student Partic | Bf/Lunch      | Total Meal Eq |  | 1 | 315 | 284 | 142 + 284 | 426 |  | 1 | 315 | 236 | 118 + 236 | 354 | " | 1 | 315 | 158 | 79 + 158 | 237 |  | 2 | 375 | 337 | 169 + 337 | 506 | " | 3 | 415 | 374 | 187 + 374 | 561 |  | 4 | 435 | 392 | 196 + 392 | 588 | " | 5 | 450 | 405 | 203 + 405 | 608 |  | Budget Detail & Staffing Plan |
| Year  | Exp Enroll                    | 90% Student Partic | Bf/Lunch           | Total Meal Eq |               |  |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |          |     |  |   |     |     |           |     |   |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |           |     |  |                               |
| 1   | 315                           | 284                | 142 + 284          | 426           |               |  |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |          |     |  |   |     |     |           |     |   |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |           |     |  |                               |
| 1   | 315                           | 236                | 118 + 236          | 354           | "             |  |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |          |     |  |   |     |     |           |     |   |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |           |     |  |                               |
| 1   | 315                           | 158                | 79 + 158           | 237           |               |  |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |          |     |  |   |     |     |           |     |   |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |           |     |  |                               |
| 2   | 375                           | 337                | 169 + 337          | 506           | "             |  |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |          |     |  |   |     |     |           |     |   |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |           |     |  |                               |
| 3   | 415                           | 374                | 187 + 374          | 561           |               |  |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |          |     |  |   |     |     |           |     |   |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |           |     |  |                               |
| 4   | 435                           | 392                | 196 + 392          | 588           | "             |  |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |          |     |  |   |     |     |           |     |   |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |           |     |  |                               |
| 5   | 450                           | 405                | 203 + 405          | 608           |               |  |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |          |     |  |   |     |     |           |     |   |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |           |     |  |                               |
| Food Service Staffing Projected Plan (1) employee for year 1 at 50%, 75% or 100% participation.   | Budget Detail & Staffing Plan |                    |                    |               |               |  |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |          |     |  |   |     |     |           |     |   |   |     |     |           |     |  |   |     |     |           |     |   |   |     |     |           |     |  |                               |

The salaries in the staffing plan are for Full Time Equivalent (FTE) food service positions. Individuals may be used for other functions and the expenditure presented is for the FTE outlined in the staffing plan. As calculated in the staffing plan the contract cost per meal paid to an approved NSLP provider at no cost. The equipment is provided by the NSLP provider. Since the school claims they will be serving 90% of the student population in year 1 this would equate to 284 breakfasts and 284 lunches = 568 meals per day. The total labor cost for food service staff is \$14,000 annually according to the budget on page 185. This would equate to \$77.77 in labor per day. According to the budget the food, materials and supplies cost would be \$125,533.80 / 180 days = \$697.40/426 meals (breakfast and lunch) = \$1.64 per child per day or \$94,050.72 / 180 days = \$522.50 / 354 meals (breakfast and lunch) \$1.47 per child per day or \$62,567.64 / 180 days = \$347.60 / 237 meals (breakfast and lunch) = \$1.47 per child per day. This is not a realistic figure for both breakfast and lunch.

Budget Detail & Staffing Plan

**17. Budget**

The Budget section should provide financial projections for the school over the term of its charter.

**Statutory Reference(s):**

s. 1002.33(6)(a)(5); s. 1002.33(6)(b)(2)

**Evaluation Criteria:**

A response that meets the standard will present:

- Budgetary projections which are consistent with all parts of the application, including the school's mission, educational program, staffing plan and facility.
- A realistic assessment of the projected sources of revenue and expenses that ensure the financial viability of the school.

| Meets the Standard       | Partially Meets the Standard        | Does Not Meet the Standard |
|--------------------------|-------------------------------------|----------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>   |

| Strengths | Reference |
|-----------|-----------|
|           |           |

| Concerns and Additional Questions  | Reference |
|--|-----------|
| <p>No ESE teachers or Literacy coaches accounted for in the budget. 170-173<br/>240</p> <p>No music, art, or World Language teachers accounted for in the budget . 19, 170-173</p> <p>No music, art, or World Language teachers accounted for in the budget (students in grades 2-5 will be taught by a qualified area teacher).</p> <p>Only \$75 per student is accounted for in the budget for technology and other supplemental materials, however the following are programs and products that the school will be using: <i>Success Maker</i>, <i>CRJSS</i> (as a supplement), <i>Lease or purchase devices for students</i>, <i>Reading Plus</i>, <i>Triumphs Program</i> (as a supplement) <i>Mountain Math</i> (as a supplement), <i>Math IXL – computer based program</i>, <i>Math Steps</i> (as a supplement). 22, 32, 33, 34, 37. This allocation does not appear to be realistic as required by the standard.</p> <p>Section 10 indicates that the average teacher salary at Somerset will be \$39,500. The average teacher salary in Indian River County is approximately \$46,961. Additionally, the insurance contribution proposed is \$1056/year less than the School District provides. Pg.</p> |           |

97. This competitive phenomenon may very well produce a budgetary shortfall and the school may also encounter difficulty in recruiting teachers to work for a lesser salary and benefits package than what the school district offers.

The total labor cost for food service staff is \$14,000 annually according to the budget on page 185. This would equate to \$77.77 in labor per day. This figure does not seem realistic given the cost and number of students to be served.

**18. Financial Management and Oversight**

The Financial Management and Oversight section should describe how the school's finances will be managed and who will be responsible for the protection of student and financial records.

**Statutory Reference(s):**

s. 1002.33(6)(a)(5); s. 1002.33(7)(a)(9); s. 1002.33(7)(a)(11)

**Evaluation Criteria:**

A response that meets the standard will present:

- A clear description of how the school's finances will be managed. The description must include assurances that the governing board retains ultimate control over the school's finances.
- A clear description of strong internal controls. The system of internal controls must be sufficient to safeguard finances.

| Meets the Standard       | Partially Meets the Standard        | Does Not Meet the Standard |
|--------------------------|-------------------------------------|----------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>   |

| Strengths | Reference |
|-----------|-----------|
|           |           |

| Concerns and Additional Questions  | Reference |
|--|-----------|
| <p>This section of the application details a plan on how the school's finances will be managed and who will be responsible for the protection of student and financial records.</p> <p>A concern noted in this section on page 133 of the application is that there appears to be an inadequate separation of duties an internal control. The narrative states that "Disbursement vouchers are reviewed and approved by the Principal and the ESP". It further states that "<i>Authorized signatures on checks are limited to the Chair of the Governing Board, the president, the School Principal/designee, ESP Representative, and others, as approved by the Governing Board</i>". This arrangement whereby the ESP has the ability to approve the school's vouchers for payment and is also a signatory on the school's checks suggests and inadequate segregation and poor internal control as essentially a vendor to the Board is also signing the checks. When noted and discussed in the interview he applicant responded that this has never been brought to their attention as an issue during any audits that have been conducted at the replicated school.</p> |           |

**19. Action Plan**

The Action Plan should provide a clear roadmap of the steps and strategies that will be employed to prepare the school to be ready to serve its students well on the first day of operation.

**Statutory Reference(s):**

s. 1002.33(7)(a)(16)

**Evaluation Criteria:**

A response that meets the standard will present an action plan that:

- Provides a thoughtful and realistic implementation plan that covers major operational items and provides flexibility for addressing unanticipated events.

| Meets the Standard                  | Partially Meets the Standard | Does Not Meet the Standard |
|-------------------------------------|------------------------------|----------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/>   |

| Strengths | Reference |
|-----------|-----------|
|           |           |

| Concerns and Additional Questions   | Reference |
|---|-----------|
| The location hasn't yet been determined; thus, the plan is generic in nature. |           |

COPY

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT COURT OF FLORIDA

CASE NO. 64-721-Civ-ATKINS

DENISE SHARPTON, DARRYL  
SHARPTON, et al.,

Plaintiffs,

-vs-

THE BOARD OF PUBLIC INSTRUCTION  
OF INDIAN RIVER COUNTY, FLORIDA,  
et al,

Defendants.

U.S. D.C.  
MAY 2 1979

REVISED ORDER APPROVING PLAN

This cause arose based on the Parties joint Motion Requesting Approval of Revised Order Approving Plan. The School Board of Indian River County, Florida, hereafter referred to as the "School Board", and The National Association for the Advancement of Colored People, Indian River County Branch, hereafter referred to as the "NAACP", requested this Court's consideration and approval of a Revised Order Approving Plan which has been negotiated and approved by the remaining parties to this case. The Court, having considered the joint motion of the parties, the facts, the record, the plan as presented in the Motion and the history of cooperation of the parties, does hereby

Find as facts:

In 1964, two sets of parents with students in the Indian River County public school system filed suit stating there existed in Indian River County a segregated system of public schools. This Court entered an Order Approving Plan on May 19, 1969, based on a plan put

Attachment #2

forth by the parties. This plan called for complete desegregation of the public school system. Since the entry of the Order Approving Plan, dated May 19, 1969, the school system changed by closing three formerly all-black schools, two were permanently closed and the third was integrated according to the terms of the plan. One of the terms of the plan specified that there would only be one school providing all the children of Indian River County with a sixth (6th) grade education. That first sixth (6th) grade school was located in the middle of Indian River County and was called Gifford Middle Six.

In the late 1970's a second sixth (6th) grade was established in a new school, Sebastian River Middle Junior High School. This school started out serving the growing but less populated northern part of Indian River County. Where the former plan had provided for all students in Indian River County to attend the 6th grade at Gifford Middle Six, the new school allowed North county residents to attend the sixth (6th) grade at Sebastian River Middle Junior High School. No modification was sought to amend the 1969 Order Approving Plan and no objection was raised in the public meetings of the School Board to the second sixth (6th) grade being established.

In the late 1980's the School Board adopted a reorganization plan for the establishment of a "middle school system" to replace the elementary schools (K-5), sixth grade school, seventh grade school, junior high school (8 & 9) and high school system. The middle school system would operate elementary schools (K-5), middle schools (6-8) and high schools (9-12). This plan has been debated, negotiated and agreed upon by the parties, with certain conditions. The conditions center around maintaining a racial balance of students, teachers and noninstructional employees throughout the school system, at each school site and in proportion to the number of minorities in the county wide population.

Through a series of meetings spanning 1990-1993, pursuant to this Court's direction, the parties have met and reached an agreement which they are now requesting this Court to review and approve. The parties have acknowledged that during the span of approximately thirty (30) years since the entry of this Court's last order approving the 1969 plan, schools have come and gone and the student population of Indian River County has risen from 8,500 to almost 13,000. Under current conditions, the 1969 plan makes it difficult for the School Board to maintain an educationally sound program for all student. Therefore, the aforesaid changes are necessary to foster an effective operation of this School District.

This Court does therefore

Order and Adjudge that the following plan of organization of the School District of Indian River County, Florida is approved.

The School Board middle school system reorganization plan and update of minority achievement plan shall be implemented as set forth below and any modification of the following be discussed by the parties and the results of those discussions be forwarded to this Court for further action.

#### I. Facilities Reorganization

- \* The School Board may officially close Gifford Middle 6 in June of 1995 as a sixth grade center. The School Board is currently working on a list of future uses for that building. All faculty and staff will be reassigned.
- \* The School Board may officially close Gifford Middle 7 as a seventh grade center in June of 1995 and reopen it as Gifford Middle Magnet, grades 6, 7, and 8 in August of 1995.
- \* The School Board may officially rename Vero Beach Junior High to Vero Beach Middle, grades 6, 7, and 8 in August of 1995.
- \* The School Board may officially rename Sebastian River Middle/Junior High School to Sebastian River Middle School, grades 6, 7, and 8. All 9th grade students will be reassigned to the new high school.
- \* The school district will open the new South County Middle School with 6, 7 and 8 grades in August of 1995.
- \* The school district will open the new Sebastian River High School with grades 9, 10 and 11 in August of 1994. Grade 12 will be added in 1995-1996.
- \* The School Board will move the 9th graders from Vero Beach Junior High to Vero Beach High School in August of 1995.

These recommendations are subject to be delayed or modified if the building program is delayed and/or modified and if the over-crowding at Vero Beach Senior High cannot be

addressed by another option.

## II. Minority Teacher Ratio

A significant effort will be made to bring the ratio of minority teachers in the teaching population in line with the ratio of minority students in the student population. A "significant effort" will be defined as a range of 20% to 40% per annum of all new hires and replacement teachers employed during the next three years and beyond until the proper ratio has been achieved. Should the agreed yearly range not be met, the district will document by November 1st of each year the number of letters of intent offered and refused. The parties agree that all teachers to be hired must be qualified, and the district will ensure that qualifications requirements are applied uniformly and publicized with respect to both minority and non-minority applicants.

## III. Minority Teacher Recruitment/Employment

The School District will utilize all possible/appropriate strategies in attempting to employ minority teachers. Those strategies include, but are not limited to:

1. Using staff and lay citizens to facilitate recruiting;
2. Visiting colleges/universities/career fairs to recruit potential minority teachers;
3. Having potential minority teaching candidates visit Indian River County;
4. Designating a staff member or consultant to visit colleges of education in the region to interview and offer letter of intent;
5. Having the local businesses and banks assist with moving expenses and start up costs;
6. Working with the teachers' union to facilitate the employment of these and other critical shortage area faculty; and
7. Utilizing current Indian River County hiring practices of application, structured interviewing by individuals in the district office, and interviewing by building

principals and/or members of the School Improvement Teams. When these hiring practices fail to produce appropriate minority staffing results, the Superintendent will take the necessary steps to achieve compliance. This Recruitment/Employment plan shall not alter the School Board's authority, pursuant to Section 230.23, Fla.Stats., including the authority to designate positions to be filled, prescribe qualifications for those positions, and provide for the appointment, compensation, promotion, suspension, and dismissal of employees nor shall it alter the Superintendent's authority under Section 230.33, Fla.Stats. including those duties of recommending employment positions to be filled and persons to fill those positions. The Superintendent retains final approval for hiring all employees.

#### IV. Minority Faculty/Staff Assignment by School

The School District of Indian River County acknowledges that some schools do not have minority teachers on staff. The School District agrees that every school will have minority representation on the instructional or administrative staff by November 1, 1994. This representation will not be achieved by shifting minority teachers among the staff unless no positions are being added to one of these schools. The School Board will attempt to encourage and place more minorities in "higher level" non-instructional positions, such as supervisor, administrative secretary, etc. The School Board will also work to provide additional minority representation on the coaching staff in the school district.

#### V. Future Schools in the Gifford Community

A substantial building renovation program of approximately five million dollars is planned at Middle Seven (formerly Gifford Middle High School). It is intended to utilize that facility as a sixth, seven, and eighth grade middle school with a special magnet instructional program. The NAACP shall select a representative to attend all future facility/construction planning sessions associated with the renovation.

The current Gifford Middle Six will be closed as a sixth grade center. Its anticipated future operation, while currently in planning stages, has centered around the following scenarios including, but not limited to, one or more of the following:

1. A pre-school facility providing low-cost child care and pre-school academic instruction.
2. An elementary magnet school with a specific curriculum; possible a school of the

- performing arts or a math and science magnet school.
3. An adult education center providing a more expanded adult education program.
  4. A specialized vocational center providing training in fields like technology, cosmetology, and nursing.
  5. A community youth center providing recreational and counseling opportunities for the young people in the community.
  6. Early intervention classes for three and four year old (Pre K site)
  7. Adult Literacy (GED)
  8. Parent Education
  9. After School Enrichment
  10. Senior Center
  11. Recreation Center (Family)
  12. Social Services Agencies (satellite site)
  13. Computing Center
  14. Library (satellite)
  15. Career Development Center
  16. Extension Center
  17. Medical Services (Well-child Clinic)
  18. DARE office or COPE office

The above list of options is open for discussion. The school district has no intention of abandoning the Gifford Middle Six facility. Whatever scenario is selected will have to generate a revenue stream to assist with utilities and other operational expenses of the building.

#### VI. Minority Student Achievement/Resource Allocation

A meaningful multicultural achievement plan will be implemented and monitored so that the academic achievement of minority students in Indian River County is improved. The plan will be presented to the School Board no later than January of 1994. The district will closely monitor students assigned to ESE and Alternative Education.

In cases where these numbers exceed state and district averages, a plan of action will be developed in consultation with the NAACP for immediate intervention.

#### VII. Student Assignments

The district will continue the practice of curricular and programmatic choice in assigning students who may reside outside an attendance area of school on a space available basis. This will allow all students to take advantage of special programs. The percentage of minority students assigned to individual schools should be consistent with the percentage of minority students represented in the school district. At the present time there are 17.8% minority students in the school system.

The School District will allocate student populations at each school in proportion to the percentage distribution of minority students system-wide within a range of plus or minus 9%. The School District needs to keep this percentage range wide enough to satisfy natural fluctuation. The Parties feel 9%-27% will eliminate additional extensive transportation of students.

#### **VIII. Plan Supervision**

The School District will continue under this Revised Order Approving Plan while the plan is implemented. This will maintain an avenue for dealing with problems should any occur in the process of implementation. This Revised Order Approving Plan will continue in effect until further Court Order. This case will remain open; the parties agree there has not yet been a determination of unitary status and the Court shall retain jurisdiction of this case.

#### **IX. Transportation**

There are no requirements for any change to the current transportation system.

#### **X. Extra-Curricular**

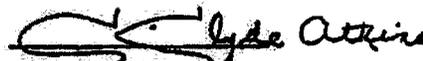
There are no requirements for change to the current extra-curricular structure.

#### **XI. Changes and Disputes**

The Parties agree that changes to this plan may be made in writing and upon mutual

agreement. The Parties agree to continue to work together to provide for the changing student and adult populations of Indian River County. If either Party feels there is a need to meet on any issue relating to this or any subsequent plan for desegregation, they shall notify the other and make arrangements through their appropriate officers to meet and discuss the issues prior to the need for Court action. If there is a dispute over any issues relating to desegregation, be it an issue covered in this plan or one not covered, every effort shall be made to handle those issues between the Parties without the necessity for Court action. Mediation methods and techniques shall be employed where meetings between the parties are unsuccessful. The Parties to this case and their successors have enjoyed a long relationship of cooperation through negotiation and settlement of their disputes by agreement. It is the intent of this plan to continue that relationship through a commitment to meetings and negotiation rather than litigation.

DONE AND ORDERED this 23<sup>rd</sup> day of May, 1994 in Miami, Florida.

  
C. Clyde Atkins  
United States District Judge

cc: G. Russell Petersen, Esq.  
Norman J. Chachkin, Esq.

U.S. Department of Education  
Office for Civil Rights



May 14, 2014

Dear Colleague:

One of the fastest-growing areas of school reform is the creation of public schools through a chartering process. Since first appearing in the early 1990s, many charter schools have provided students with additional meaningful opportunities to receive a high-quality education. In communities throughout the nation, numerous charter schools are developing unique learning environments, spurring innovation, engaging parents and other stakeholders, and improving educational opportunities for students. The U.S. Department of Education (Department) is committed to supporting the establishment of high-quality public charter schools from which all students can benefit.

Because many charter schools are newly created, it is understandable that charter school administrators are interested in information about the applicability of Federal civil rights laws.<sup>1</sup> Parents, teachers, community leaders, and charter school authorizers have also sought guidance as to charter schools' legal obligations under the Federal civil rights laws.

I am writing to remind you that the Federal civil rights laws, regulations, and guidance that apply to charter schools are the same as those that apply to other public schools. For this reason, it is essential that charter school officials and staff be knowledgeable about Federal civil rights laws. These laws extend to all operations of a charter school, including recruiting, admissions, academics, educational services and testing, school climate (including prevention of harassment), disciplinary measures (including suspensions and expulsions), athletics and other nonacademic and extracurricular services and activities, and accessible buildings and technology.

The Department's Office for Civil Rights (OCR) enforces a number of Federal civil rights laws that apply to charter schools, including:

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<sup>1</sup> More than one quarter of charter schools have been open three years or less. See National Alliance for Public Charter Schools, *The Public Charter Schools Dashboard Report on Charter School Age*, available at <http://dashboard.publiccharters.org/dashboard/schools/page/age/year/2013>.

- Title VI of the Civil Rights Act of 1964 (Title VI) (prohibiting discrimination based on race, color, or national origin);<sup>2</sup>
- Title IX of the Education Amendments of 1972 (Title IX) (prohibiting discrimination based on sex);<sup>3</sup> and
- Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990 (Title II) (prohibiting discrimination based on disability).<sup>4</sup>

These Federal civil rights laws and the specific legal obligations discussed in this letter apply to all public charter schools in the United States, regardless of whether they receive Federal funds under the Department's Charter Schools Program.<sup>5</sup> In addition, charter schools that receive funds—either directly or through a State educational agency (SEA)—under a Department grant program, such as the Charter Schools Program, are subject to the additional requirements of each grant program.<sup>6</sup>

This letter does not attempt to summarize the entire body of Federal civil rights laws. Instead, it briefly addresses a few of the subjects that have arisen in the charter schools context: equal opportunity in admissions; provision of a free appropriate public education (FAPE) to students with disabilities; provision of services to English-language learners so that they can participate fully in their school's educational program; and the non-discriminatory administration of discipline. Throughout, this letter also identifies Departmental guidance and resources that are available to charter schools to assist them in complying with the Federal civil rights laws.

The obligations discussed below under the Federal civil rights laws are independent of charter schools' obligations under the Individuals with Disabilities Education Act (IDEA). Working with the Department's Office of Special Education and Rehabilitative Services (OSERS), which is responsible for administering the IDEA, OCR intends to issue joint guidance on the rights of students with disabilities who attend charter schools and their parents.

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<sup>2</sup> 42 U.S.C. § 2000d *et seq.*; 34 C.F.R. Part 100.

<sup>3</sup> 20 U.S.C. § 1681 *et seq.*; 34 C.F.R. Part 106.

<sup>4</sup> 29 U.S.C. § 794; 34 C.F.R. Part 104; 42 U.S.C. § 12131 *et seq.*; 28 C.F.R. Part 35. Pursuant to a delegation by the Attorney General of the United States, OCR shares in the enforcement of Title II in all programs, services, and regulatory activities relating to the operation of, among other types of entities, public elementary and secondary educational programs. 28 C.F.R. § 35.190(b)(2). Title II cannot be construed to establish any lesser standard than the standards established under Section 504 and its implementing regulations. 42 U.S.C. § 12201(a); 28 C.F.R. § 35.103(a).

<sup>5</sup> 20 U.S.C. § 7221-7225g. Title II applies to all public entities (including public schools) regardless of whether they receive Federal financial assistance. Title VI, Title IX, and Section 504 apply to all education programs or activities that receive Federal financial assistance either directly from the Department or through a local educational agency (LEA), State educational agency, or otherwise. OCR is unaware of any public school, including a charter school, that is not part of a program or activity that receives Federal financial assistance directly or indirectly from the Department.

<sup>6</sup> For further information on the Charter Schools Program, see <http://www.ed.gov/programs/charter/index.html>.

Nondiscrimination in admissions. Charter schools may not discriminate in admissions on the basis of race, color, national origin, or disability.<sup>7</sup>

Although public charter schools' civil rights obligations are no different from those of other public schools in this regard, the fact that students choose to attend a charter school and are not simply assigned to attend a charter school underscores the need to be mindful of the rights of children and parents in the community when publicizing the school to attract students and when evaluating their applications for admission.

Charter schools must ensure that language-minority parents who are not proficient in English receive meaningful access to the same admissions information and other school-related information provided to English-proficient parents in a manner and form they can understand, such as by providing free interpreter and/or translation services.<sup>8</sup> Also, communications with parents with disabilities must be as effective as communications with other parents. Appropriate auxiliary aids and services (such as Braille materials or a sign language interpreter) must be made available whenever they are necessary to ensure equally effective communication with parents with hearing, vision, or speech disabilities.<sup>9</sup>

As a general rule, a school's eligibility criteria for admission must be nondiscriminatory on their face and must be applied in a nondiscriminatory manner. In addition, a charter school may not use admissions criteria that have the effect of excluding students on the basis of race, color, or national origin from the school without proper justification.<sup>10</sup> Charter schools also may not categorically deny admission to students on the basis of disability.<sup>11</sup>

Charter schools located in a school district subject to a desegregation plan (whether the plan is court-ordered, or required by a Federal or State administrative entity) must be operated in a

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<sup>7</sup> 34 C.F.R. §§ 100.3(b)(1) (Title VI), 104.4(b) (Section 504). Generally, Title IX, which prohibits sex discrimination in federally funded education programs and activities, does not apply to admissions. A vocational (or career and technical education) charter school, however, may not discriminate on the basis of sex in its admissions policies or practices. 34 C.F.R. §§ 106.21(a), 106.35. The United States Constitution imposes strict parameters on the creation and operation of single-sex public schools and other uses of sex-based criteria. See *United States v. Virginia*, 518 U.S. 515, 531-33 (1996); Brief for the United States as *Amicus Curiae* Supporting Appellants at 25-26, *Doe v. Vermilion Parish Sch. Bd.*, No. 10-30378 (5th Cir. June 4, 2010), available at [http://www.justice.gov/crt/about/app/briefs/vermillion\\_brief.pdf](http://www.justice.gov/crt/about/app/briefs/vermillion_brief.pdf). Charter schools considering the use of sex-based admissions criteria should consult with legal counsel.

<sup>8</sup> OCR, *Identification of Discrimination and Denial of Services on the Basis of National Origin*, (May 25, 1970), reprinted in 35 Fed. Reg. 11,595 (July 18, 1970).

<sup>9</sup> See 34 C.F.R. § 104.4(b) and 28 C.F.R. § 35.160 (effective communication); see also 34 C.F.R. §§ 104.21-104.23 and 28 C.F.R. §§ 35.149-35.152 (program and facility accessibility).

<sup>10</sup> 34 C.F.R. §§ 100.3(b)(2), 100.3(b)(6). See also OCR and Department of Justice, *Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools*, at p. 12 (December 2, 2011) (*Voluntary Use of Race Guidance*), available at <http://www.ed.gov/ocr/docs/guidance-ese-201111.pdf>.

<sup>11</sup> 34 C.F.R. § 104.4(b); and 34 C.F.R. §§ 104.33-104.36.

manner consistent with that desegregation plan.<sup>12</sup> Charter schools may also voluntarily elect to create learning environments that include students of diverse backgrounds. The benefits of such student body diversity are many. Diverse environments help students sharpen their critical thinking and analytical skills; prepare them to succeed in an increasingly diverse and interconnected world; break down stereotypes and reduce bias; and enable schools to fulfill their role in opening doors to students of all backgrounds.<sup>13</sup>

If a charter school wishes to promote racial diversity or avoid racial isolation, it has the flexibility (to the extent permitted by applicable State law) to pursue a variety of approaches in the context of admissions and recruiting, school location, attendance boundaries, transfers, and retention and support programs. As explained in greater depth in the *Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools*,<sup>14</sup> charter schools should consider approaches that do not rely on the race of individual students before adopting approaches that do. Race-neutral approaches can take racial impact into account to promote diversity or avoid racial isolation;<sup>15</sup> examples include targeting specific media outlets in which to advertise, reaching out to particular community groups, or using lotteries that give extra weight based on the socioeconomic status of a child's parents.<sup>16</sup> If a charter school determines that race-neutral approaches would be unworkable or ineffective, it may employ generalized race-based approaches, which use race as an express criterion (such as locating a school based on the overall racial composition of neighborhoods or feeder schools) but do not rely on the race of individual

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<sup>12</sup> In some instances, it may also be necessary for a charter school to seek a modification of the school district's desegregation plan or order from the court or administrative entity requiring the desegregation plan.

<sup>13</sup> *Grutter v. Bollinger*, 539 U.S. 306, 330-31 (2003); see also *Parents Involved in Cmty. Sch. v. Seattle Sch. Dist. No. 1*, 551 U.S. 701, 787-89, 797-98 (2007) (Kennedy, J., concurring).

<sup>14</sup> Available at <http://www.ed.gov/ocr/docs/guidance-ese-201111.pdf>. See also OCR and Department of Justice, *Questions and Answers About Fisher v. University of Texas at Austin* (September 27, 2013), available at <http://www.ed.gov/ocr/docs/dcl-qa-201309.pdf> (affirming validity of *Voluntary Use of Race Guidance*); Department of Education and Department of Justice, *Dear Colleague Letter on Schuette v. Coalition to Defend Affirmative Action* (May 6, 2014), available at <http://www.ed.gov/ocr/letters/colleague-201405-schuette-guidance.pdf> (same).

<sup>15</sup> Racial impact may not, however, be considered in furtherance of an invidious purpose. *Voluntary Use of Race Guidance* at p. 5.

<sup>16</sup> Nonregulatory guidance from the Department identifies circumstances under which a charter school receiving Federal funds under the Charter Schools Program may use weighted lotteries: (1) when necessary to comply with certain Federal civil rights laws, the Equal Protection Clause of the United States Constitution, or applicable State law; (2) to give slightly better chances for admission to students seeking to transfer schools under the public school choice provisions of Title I, part A of the Elementary and Secondary Education Act of 1965 (ESEA); or (3) if permitted by State law, to give slightly better chances for admission to educationally disadvantaged students, including students who are economically disadvantaged, students with disabilities, migrant students, limited English proficient students, neglected or delinquent students, and homeless students. Department of Education, *Charter Schools Program: Title V, Part B of the ESEA: Nonregulatory Guidance* (January 2014) at pp. 18-19 (E-3), available at <http://www2.ed.gov/programs/charter/fy14csnonregguidance.doc>. That guidance also suggests that charter schools consider conducting additional recruitment efforts toward groups that might otherwise have limited opportunities to participate in the charter school's programs. See *id.* at p. 20 (E-4). Note that the nonregulatory guidance only applies to Charter Schools Program recipients and does not otherwise apply to a charter school.

students. If race-neutral and generalized race-based approaches would be unworkable, a charter school may consider an individual student's race under appropriate factual circumstances.<sup>17</sup>

**Free appropriate public education for students with disabilities.**<sup>18</sup> Under Section 504, every student with a disability enrolled in a public school, including a public charter school, must be provided a free appropriate public education—that is, regular or special education and related aids and services that are designed to meet his or her individual educational needs as adequately as the needs of students without disabilities are met.<sup>19</sup> Evaluation and placement procedures are among the requirements that must be followed if a student needs, or is believed to need, special education or related services due to a disability.<sup>20</sup>

Charter schools may not ask or require students or parents to waive their right to a free appropriate public education in order to attend the charter school. Additionally, charter schools must provide nonacademic and extracurricular services and activities in such a manner that students with disabilities are given an equal opportunity to participate in these services and activities.<sup>21</sup> More information will be provided in joint guidance that OCR and OSERS plan to issue on the rights of students with disabilities who attend charter schools.

**Affirmative steps for English-language learners.** Like all public schools, charter schools must take “affirmative steps” to help English-language learners overcome language barriers so that they can participate meaningfully in their schools’ educational programs.<sup>22</sup> A charter school must timely identify language-minority students who have limited proficiency in reading, writing, speaking, or understanding English, and must provide those students with an effective language instruction educational program that also affords meaningful access to the school’s academic content. Federal civil rights laws do not, however, require any school, including a charter school, to adopt or implement any particular educational model or program of instruction for English-language learners; schools have substantial flexibility to determine how they will satisfy their legal obligations to meet these students’ needs.<sup>23</sup>

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<sup>17</sup> Schools thinking about considering individual student’s race in admissions should carefully review the *Voluntary Use of Race Guidance* for detailed analysis of when such consideration may be lawful and may also wish to consult with legal counsel.

<sup>18</sup> IDEA also has a specific statutory definition of the term free appropriate public education. 20 U.S.C. § 1401(9) and 34 C.F.R. § 300.17. This letter does not address the IDEA definition of free appropriate public education or other related IDEA requirements.

<sup>19</sup> 34 C.F.R. § 104.33(b)(1).

<sup>20</sup> 34 C.F.R. § 104.35.

<sup>21</sup> 34 C.F.R. § 104.37; see also OCR, *Dear Colleague letter on Extracurricular Athletics* (January 25, 2013), available at <http://www.ed.gov/ocr/letters/colleague-201301-504.pdf>.

<sup>22</sup> See *Lau v. Nichols*, 414 U.S. 563, 566 (1974).

<sup>23</sup> OCR’s policies governing the treatment of English-language learners are available at <http://www.ed.gov/ocr/ellresources.html>.

**Nondiscrimination in discipline.** Data collected by OCR have demonstrated significant disparities in the use of exclusionary discipline (such as suspensions or expulsions) against students of color and students with disabilities in many schools across the country, and that an increasing number of students are losing important instructional time due to exclusionary discipline.<sup>24</sup> All public schools, including charter schools, are obligated to avoid and redress discrimination in the administration of school discipline on the basis of race, color, or national origin; disability; and sex. This obligation applies over the entire course of the disciplinary process, from behavior management in the classroom, to referral to an authority outside the classroom because of misconduct, to resolution of the discipline incident. The *Guidance on the Nondiscriminatory Administration of School Discipline*<sup>25</sup> offers detailed assistance on how to identify, avoid, and remedy discriminatory discipline. The discipline guidance document focuses on racial discrimination, but much of its analytical framework also applies to discrimination on other prohibited grounds.<sup>26</sup> In addition, when addressing discipline for students with disabilities, it is important that charter schools comply with applicable legal requirements governing the discipline of a child for misconduct caused by, or related to, the child's disability.<sup>27</sup>

This is by no means an exhaustive list of the legal requirements that apply to charter schools under these Federal civil rights laws. A full list of OCR's guidance publications is available at <http://www.ed.gov/ocr/publications.html>. OCR can provide technical assistance to help charter school authorizers and charter school operators, administrators, board members, and teachers understand and comply with these civil rights laws and other laws enforced by OCR.<sup>28</sup>

OCR is also available to provide technical assistance to students, parents/guardians, community-based organizations, and other stakeholders who are interested in learning more about the Federal civil rights of students and parents and the responsibilities of charter schools. The Federal civil rights laws prohibit retaliation and intimidation against those who contact OCR to gather information about their rights or who file a complaint. It is also unlawful for a school to retaliate

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<sup>24</sup> See OCR and Department of Justice, *Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline* (January 8, 2014) at pp. 3-4, available at <http://www.ed.gov/ocr/letters/colleague-201401-title-vi.pdf>.

<sup>25</sup> *Id.* See also Department of Education guidance package on Student Climate and Discipline, including a Guiding Principles of Reform non-regulatory guidance, a Directory of Federal Resources, and a Compendium of State Laws and Regulations on School Discipline, available at <http://www2.ed.gov/policy/gen/guid/school-discipline/index.html>.

<sup>26</sup> See *Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline*, at pp. 2-3.

<sup>27</sup> 34 C.F.R. § 104.35(a). See generally 34 C.F.R. §§ 104.4, 104.32-36.

<sup>28</sup> In addition to the statutes discussed in the letter, OCR enforces the Age Discrimination Act of 1975, 42 U.S.C. § 6101 *et seq.*; 34 C.F.R. Part 110; and the Boy Scouts of America Equal Access Act of 2001, 20 U.S.C. § 7905; 34 C.F.R. Part 108. The Department of Justice enforces Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c *et seq.*, and the Equal Educational Opportunities Act of 1974, 20 U.S.C. § 1703.

against an individual for bringing concerns about possible civil rights problems to a school's attention.<sup>29</sup>

SEAs and charter school authorizers have an important role in assisting charter schools with civil rights compliance. Every SEA or charter authorizer that receives Federal financial assistance has, as a matter of Federal law, an obligation to ensure that any charter school to which it provides a charter, money (regardless of whether they are Federal or State funds), or other significant assistance, is not discriminating.<sup>30</sup> In addition to SEAs and charter school authorizers, States can designate other agencies to take, investigate, and resolve complaints of discrimination by charter schools. Together with OCR, these entities can all provide technical assistance and support for charter schools, parents, and students.

If you have any questions or would like technical assistance on these issues, I encourage you to contact the OCR office in your region. I particularly urge individuals designated to coordinate charter schools' compliance with the civil rights laws to seek OCR's assistance whenever needed.<sup>31</sup>

The list of OCR offices is available at <http://wdcrobo101.ed.gov/CFAPPS/OCR/contactus.cfm>. You may also contact OCR's Customer Service Team at (800) 421-3481 or [ocr@ed.gov](mailto:ocr@ed.gov).

Thank you for your commitment to improving public education and providing high-quality educational opportunities to our nation's students.

Sincerely,

/s/

Catherine E. Lhamon  
Assistant Secretary for Civil Rights

<sup>29</sup> 34 C.F.R. § 100.7(e) (Title VI); 34 C.F.R. § 106.71 (Title IX) (incorporating 34 C.F.R. §100.7(e) by reference); 34 C.F.R. § 104.61 (Section 504) (incorporating 34 C.F.R. §100.7(e) by reference); 28 C.F.R. § 35.134 (Title II); *see also* OCR *Dear Colleague Letter on Retaliation*, available at <http://www.ed.gov/ocr/letters/colleague-201304.html>.

<sup>30</sup> *See, e.g.*, 34 C.F.R. §§ 100.3(b)(1), 100.3(b)(2), 100.4(b) (Title VI); 34 C.F.R. § 104.4(b)(1)(v) (Section 504); 34 C.F.R. § 106.31(b)(6) (Title IX).

<sup>31</sup> 34 C.F.R. §§ 106.8(a) (Title IX) (requiring each recipient of Federal financial assistance to designate coordinator); 104.7(a) (Section 504) (each recipient with at least 15 employees); 28 C.F.R. § 35.107(a) (Title II) (each public entity with at least 50 employees, regardless of whether they are a recipient of Federal financial assistance).

3

SOMERSET GOVERNING BOARD INTERVIEW

Indian River County School Board

1990 25th Street

Vero Beach, Florida 32960

September 15, 2015

1:30 p.m. - 3:14 p.m.

IN ATTENDANCE:

Bruce Green, IRC School District

Carter Morrison, IRC School District

Patrick McCarty, IRC School District

Christina Hayes, IRC School District

Deborah Long, IRC School District

Dr. William Fritz, IRC School District

Chris Taylor, IRC School District

Deb Berg, IRC School District

Suzanne D'Agresta, Esquire, IRC School District

Todd German, Somerset Board Member

Ana Diaz, Somerset Board Member

Dania Pestana, Somerset

Ricardo Moreno, Somerset

Raul Martinez, Somerset

Adriana Lima, Academica

Charles A. Gibson, Esquire, Somerset

**CERTIFIED COPY**

## P R O C E E D I N G S

1  
2 MR. GREEN: Welcome everybody. My name is  
3 Bruce Green. I'm the Assistant Superintendent for  
4 Technology and Assessment for the School District. I  
5 apologize you don't get Dr. Ferrentino today. I know  
6 he's been coordinating a lot of it and working through  
7 the application process, but he had to be out of town  
8 today. So he's asked if I would help facilitate the  
9 process.

10 Just some logistics, our Board public notice  
11 is, the elementary application from one to three and  
12 the middle school application from three to five and  
13 that's -- We don't have to go till 5:00 o'clock for  
14 sure. That'll just depend on the questions and, you  
15 know, if everybody gets everything answered that they  
16 want answered. So seeing the time, I think what we'll  
17 do is go around and do some introductions for  
18 everybody; and then we want it to be as informal as  
19 possible and give some give-and-take and have  
20 everybody ask questions. And many -- I think  
21 everybody here is part of the Application Review Team  
22 in some fashion or another or providing input. So  
23 rather than go -- And Dr. Ferrentino didn't leave me  
24 any directions. So I'm going to do it the way I want  
25 to do it. Rather than go individual -- Because

1 Patrick is going to be very focused on food service,  
2 that may be a section later on. So I think what I'll  
3 do is go just section by section and see how -- you  
4 know, we'll go until everybody's out of questions or  
5 everybody's satisfied with covering that particular  
6 section; and then we'll move to the second section and  
7 we'll go that way through each application.

8 Then around 3:00 o'clock, just knowing that  
9 it's publicly noticed as the middle school  
10 application, we'll try to shift gears a little bit and  
11 cover anything about the middle school we didn't  
12 uncover during the elementary section and maybe  
13 there's some different questions about -- They are two  
14 separate applications. So there might be a different  
15 question that might be posed.

16 So with that, since I started, I guess we'll  
17 have our guests go first. We do have microphones. So  
18 they should be -- These kind are okay. The kind you  
19 have there, you may have to pull a little bit closer.  
20 They're a little less sensitive. We do have a court  
21 reporter. So if we can try not to speak over each  
22 other, that would be good for her. So go ahead.

23 MS. LIMA: Hi. I'm Adriana Lima. I work  
24 with Academica. At the direction of the Somerset  
25 Board, I assist in charter school application writing

1 and help with start-up charter schools.

2 MR. GERMAN: I'm Todd German. I'm a Board  
3 member from Monroe County.

4 MS. PESTANA: I'm Danai Pestana. I'm the  
5 School Administrator of Somerset Academy South Miami.

6 MS. DIAZ: I'm Ana Diaz, Somerset Board  
7 member.

8 MR. MARTINEZ: Raul Martinez, Somerset Board  
9 member.

10 MR. MORENO: Ricardo Moreno, consultant to  
11 the Board for budget and finance.

12 MR. GIBSON: Charles Gibson, general counsel  
13 for Somerset.

14 MR. McCARTY: Patrick McCarty, Food &  
15 Nutrition Services Director.

16 MS. HAYES: Christina Hayes, District ESE  
17 Program Specialist.

18 MS. D'AGRESTA: I'm Suzanne D'Agresta, I'm  
19 the School Board attorney.

20 MS. LONG: Deborah Long, Director of  
21 Secondary Education.

22 DR. FRITZ: Bill Fritz, Assistant  
23 Superintendent for Human Resources and Risk  
24 Management.

25 MR. TAYLOR: Chris Taylor, Director of

1 Assessment and Accountability.

2 MS. BERG: Deb Berg, Director of Elementary  
3 Education.

4 MR. MORRISON: Carter Morrison, C.F.O.

5 THE COURT REPORTER: Marcella Samson, Court  
6 Reporter.

7 MR. GREEN: Okay. So with that, we'll go  
8 section by section. So forgive me, but Section 1 is  
9 Mission: Guiding Principles and Purpose. So I'm just  
10 going to open it up and see if anybody has questions  
11 in that particular sections. We'll ask them, we'll  
12 just have a little conversation and we'll flow through  
13 and see how the time goes.

14 Anybody have any questions in Section 1?

15 MS. BERG: I have one. What percent of  
16 fifth grade students leave the replication schools --  
17 so this is probably gauged at you right now -- fluent  
18 in oral and written language, other than English; how  
19 is this measured or determined?

20 MS. PESTANA: The language?

21 MS. BERG: Yes.

22 MS. PESTANA: Spanish, Mandarin?

23 MS. BERG: Correct.

24 MS. PESTANA: It's assessed through yearly  
25 testing. Students take -- Necessarily in Miami-Dade

1 County students don't take an assessment for language.

2 MS. BERG: So you don't keep records as to  
3 how many of the kids are fluent when they leave you?

4 MS. PESTANA: In the language, Spanish or  
5 Mandarin, currently we don't.

6 MR. GREEN: Any other questions in Section  
7 1? No?

8 Section 2 is the Target Population and  
9 Student Body.

10 MS. BERG: That's me again. The first one  
11 is how do you advertise -- how do you plan to  
12 advertise your school across our district; what are  
13 your plans for advertising?

14 MR. GERMAN: Ana, you want to go?

15 MS. DIAZ: Well, I mean, typically, we use  
16 the fliers, word of mouth. How do we advertise for  
17 students? We have a very successful Somerset brand  
18 name and it's just that. Providing -- you know, we  
19 can reach out to parents through mailers, fliers,  
20 things like that, to let them know that we're  
21 available as an alternate choice to public school  
22 education. That's our purpose to provide some parents  
23 with additional choices in education.

24 MS. BERG: This is kind of a follow-up. I'm  
25 sorry, go ahead.

1 MS. LIMA: We have a partnership currently.  
2 We've been working with the Indian River Charter High  
3 School, with Cynthia Aversa. She's also noted that  
4 once ideally if we have approval from your Board, that  
5 she will be happy to host parent meetings with her  
6 school to see if any siblings from the students at her  
7 school will be interested in attending Somerset.

8 MS. BERG: This is kind of a follow-up and  
9 you may have just kind of walked into the next  
10 question, as well. Are you planning to just focus on  
11 a particular section of the District? What I noticed  
12 was that the majority of the schools that are in the  
13 application are from our south or central, which  
14 obviously is nearer the charter high school.

15 MS. LIMA: I mean, I think that's better  
16 directed at the Board, but ideally I think the school  
17 would want to be somewhat nearby the charter high  
18 school with plans to matriculate.

19 MS. BERG: At that point, have you decided  
20 where you would be located?

21 MR. GERMAN: Right now we don't, we don't  
22 have a location.

23 MS. BERG: Are you in negotiations?

24 MR. GERMAN: We're looking at a number of  
25 different things. Obviously, in negotiations, we

1 don't want to play our hand with which ones they are.  
2 There was a site looked at awhile ago, but it's still  
3 on the table. There's a few others that are sort of  
4 in the working with, but nothing is in concrete yet.

5 DR. FRITZ: If the school is not to be  
6 located in a diverse area of the county -- The county  
7 is fairly segmented in the way it's laid out -- and  
8 based on racial population, how will the Desegregation  
9 Order that we're under be followed, given that the  
10 reasonable distance stated in the application plan  
11 would basically create a two to four-mile radius  
12 around the school?

13 MR. GERMAN: Charles, do you want to, in  
14 some part, address that?

15 MR. GIBSON: The Desegregation Order that  
16 you all have in place, I mean, we're going to follow  
17 all the procedures to make sure that we're not -- that  
18 we are in compliance. Now, in terms of those  
19 mechanisms, it would just have to depend on what our  
20 turnout would be and that would depend on what  
21 location. So it would be kind of premature for us to  
22 give you a specific answer because, number one, we're  
23 not sure on our location; and there's reasoning behind  
24 that. And secondly, of course, we're going to follow  
25 whatever the law is here to ensure that we're not --

1 that we are in compliance. So it's just kind of in  
2 flux, but we have a diverse network. So we don't have  
3 a problem with doing that and, in fact, we encourage  
4 it. It is a plus to our network to have a diverse  
5 group of children learning from each other.

6 DR. FRITZ: I'll ask a follow-up. Given the  
7 transportation plan, I think initially it's parent  
8 option and then there's undue hardship. You indicate  
9 that the school would provide transportation within a  
10 reasonable distance, which appears to be, under  
11 statute, within two to four miles of the school.

12 There are a number of locations in Indian River County  
13 where that distance would create a very unbalanced  
14 population. In fact, most areas of this county are  
15 designed that way, especially in the western end of  
16 our county. And so if you're saying you're going to  
17 follow the mechanisms that we use -- For example, we  
18 transport students outside of the two to four-mile  
19 radius in order to make that happen. We offer a  
20 full-fledged food service program in our school in  
21 order to make that happen. It appeared the scope of  
22 your food service program is more limited. So some of  
23 the things that we're doing in our school system don't  
24 appear to be replicated in the application.

25 So I'd be curious about, given the

1 limitations you have with transportation -- It appears  
2 you're funding one bus route, if needed -- how would  
3 you follow the work plan? Because our plan  
4 necessitates transportation identification of racial  
5 geography within the county and maintain between nine  
6 and 27 percent African-American students in the  
7 school. How would you do that, if you were to  
8 geographically choose to be in a location of the  
9 county that's not --

10 MR. GIBSON: One of the things I think we  
11 have to be careful on, and I'm not sure how you all  
12 handle it, but we have to be careful on having  
13 specific target numbers. Because I don't think it  
14 does anyone a service if we hypothetically get a  
15 turnout of less than that percentage and then what  
16 would be the downside to that, would we just kind of  
17 remove other students? So we have to be careful on  
18 how we proceed legally, as well, because, as you know,  
19 we can't do our admissions based on race. And so  
20 depending on our turnout, then we would have to modify  
21 of how we allocate our resources. And so, again, that  
22 dictates on what kind of students who actually want to  
23 attend and it also dictates where we're located.

24 So, again, to give you a specific answer is  
25 difficult because, again, we don't want tip our hand

1 if we're doing some negotiation. This is public  
2 record. So those people who are currently in  
3 negotiations will know oh, okay, so this site is  
4 identified, so now we're going to renegotiate or raise  
5 the price. So we have to be extremely careful on how  
6 we address that.

7 But, again, we will follow all of the  
8 necessary laws to make sure we're in compliance. And  
9 it's not that we're trying to divert the answer or  
10 shift the answer, but we have to be careful on what  
11 we're saying and also where we're located so.

12 DR. FRITZ: I think we understand the reason  
13 for not sharing where there might be potential  
14 negotiations. That makes sense. The question is  
15 hypothetical in that if the school was located in one  
16 of the areas of our county that is not as diverse as  
17 others, there are a number of locations where that  
18 transportation plan that's been proposed would not  
19 yield a diverse population. There might need to be  
20 additional steps taken.

21 So my question was related to, if it was  
22 located in one of those areas, how you would go about  
23 replicating what we're doing when it's not in your  
24 application? Your application does not speak to a  
25 plan to address that type of transportation, which we

1 offer.

2 I also will add, our Desegregation Order in  
3 this county does have specific numerical targets for  
4 students in each of the schools and we're held to  
5 those targets under the Deseg. Order. We're required  
6 to have between nine and 27 percent African-American  
7 students in each of our schools. And if we have a  
8 school that does not have that, we need to take  
9 additional affirmative steps to make sure that we're  
10 moving toward that, which we are taking. I didn't  
11 really -- I saw a mention of the Deseg. Order in the  
12 application, but I didn't see anything specific about  
13 how that would be addressed, if the school was in a  
14 less diverse area.

15 MS. DIAZ: So at the time when we do have a  
16 location, it's determined that we're not in compliance  
17 with the Desegregation Order, we would take steps, at  
18 that point with our attorney, to make sure that we are  
19 targeting what we need to in order to come into  
20 compliance.

21 DR. FRITZ: And would that include provision  
22 of transportation?

23 MS. DIAZ: If it needed to, yes.

24 DR. FRITZ: Thank you.

25 MS. BERG: In your plan you've listed

1 numerous curriculum and technology programs that you  
2 plan to use. However, in looking at the budget, the  
3 amount that was listed in there was quite minimal.

4 What are you planning to use to cover all  
5 the things, including the technology software, as  
6 well, as the hardware?

7 MS. DIAZ: So most of the technology that we  
8 have nowadays -- I mean, I'm a principal of a school.  
9 So a lot of it comes with the textbooks that we  
10 purchase. The technology is embedded in that. In  
11 addition, there's tons of programs out there that are  
12 more than reasonable in terms of prices and they're  
13 coming down every day. I run a school and we're able  
14 to use top-of-the-line technology programs at  
15 excellent prices.

16 And I know that our budget analyst has put  
17 in some -- I was looking over this myself and I said,  
18 yes, they're very healthy numbers and we can  
19 definitely have a robust program with these that he's  
20 announced.

21 MS. BERG: I happen to notice one of them  
22 that we are using in two of our -- one of our schools  
23 here and it's very expensive: SuccessMaker. So that's  
24 one that I was most concerned, on top of everything  
25 else that you're adding, that that would be -- the

1 amount that you have listed in there would be  
2 extremely minimal.

3 MS. DIAZ: But, as you know and so do I,  
4 these programs change on a yearly basis. And actually  
5 SuccessMaker was one of the programs we initially used  
6 about three years ago and found it wasn't worth what  
7 it was costing us and we went with a more economical  
8 program.

9 So, again, it's going to be based on  
10 averages and what we spend on our technology right  
11 now, according to what I see and what I see in my own  
12 budget as a principal, this is more than a feasible  
13 amount.

14 MR. GREEN: Just from the technology guy, I  
15 wonder if we could follow up with a few questions. I  
16 notice in the application you talk about mirroring our  
17 digital classroom plan. As you know, the District has  
18 had a digital classroom plan and one of our  
19 initiatives is a Bring-Your-Own-Device initiative. I  
20 was looking in the parent/student handbook at the  
21 South Miami school and it says electronics are banned  
22 and cell phones cannot be turned on.

23 So how would you implement a Bring Your Own  
24 Device; is that something you're looking at doing as a  
25 hardware?

1 MS. DIAZ: So my understanding is that  
2 section you're looking is actually a district policy  
3 for wireless devices. Is that what you're referring  
4 to?

5 MR. GREEN: No. On the school, the South  
6 Miami Elementary, the one that says you're  
7 replicating, if you go to the parent/student handbook  
8 on the website of the school, if you go to the  
9 electronic section --

10 MS. PESTANA: Currently every classroom has  
11 one of these carts actually with 25 laptops for each  
12 student. So students don't need to bring their own  
13 technology.

14 MR. GREEN: I saw BYOD in the application.  
15 So I thought maybe you were doing it. So if you're  
16 providing a cart, just to follow up with Deb, the  
17 software might be covered, but are all the classrooms  
18 going to have a cart of devices?

19 MS. PESTANA: Currently at our school we do,  
20 uh-huh.

21 MS. DIAZ: And I believe it's in the budget.

22 MR. MORENO: Yeah. You have about \$30,000  
23 for that in the budget.

24 MR. GREEN: For a cart for each classroom?

25 MR. MORENO: Basically computer and

1 equipment, yeah, computer and equipment direct for  
2 instruction. Then you have another line item for --

3 MR. GREEN: Is that per classroom?

4 MR. MORENO: No, that's total.

5 MR. GREEN: So how many classrooms are you  
6 anticipating having at the elementary level?

7 MR. MORENO: The elementary you're going to  
8 have seventeen the first year is what's expected. So  
9 you're doing about \$1800 per classroom and that's  
10 basically on a lease rate. So you're taking whatever  
11 the number is and divide it by three.

12 MR. GREEN: So those are around \$16,000 a  
13 cart. So I'm just wondering --

14 MR. MORENO: Well, there's a combination of  
15 the instructional material within the classroom and  
16 the cart. So once you add the two together, there's  
17 enough money to do that. So if you're looking at --  
18 Let's say, at the expected number you're probably  
19 spending around \$30,000 in total for that equipment on  
20 a lease. So that equates to about \$90,000 worth of  
21 equipment. That \$90,000 worth of equipment for 315  
22 kids is more than sufficient amount of equipment  
23 that's required for that.

24 MR. GREEN: Okay, thank you.

25 DR. FRITZ: Follow-up on Chapter 2, if I

1 can. So in two different articles in the Miami Herald  
2 in 2015 it indicates that Somerset Academy South Miami  
3 has been challenged to bring racial disparity on the  
4 campus. You're probably aware of that. The report  
5 indicates that 1.1 percent of the students at the  
6 school are black, while 17 percent of the community is  
7 black. Indian River County happens to be about  
8 70 percent African-American and is under, as I  
9 mentioned earlier, a Desegregation Order.

10 So what would be done differently in Indian  
11 River County than is happening at the school that's  
12 being replicated: South Miami?

13 MR. GIBSON: Just so I can give you some  
14 background on that, I think that the news article  
15 didn't get their facts straight, number one.

16 DR. FRITZ: Okay.

17 MR. GIBSON: And so their numbers I know are  
18 not correct. In Miami-Dade County, specifically in  
19 that particular area, there are what I would call  
20 legacy schools. So when Somerset South Miami  
21 initially opened, it wasn't a legacy school, it was a  
22 new school. In that area, there are about three  
23 schools that I would call legacy schools.

24 What I mean by legacy schools is you have  
25 schools that parents went to, grandparents went to.

1 DR. FRITZ: I know that community, I'm  
2 familiar with it.

3 MR. GIBSON: So a lot of the parents say  
4 well, my child is going to Ludlow Elementary, which is  
5 one of the schools in that area, if you're familiar  
6 with it. My child is going to Carver. My child is  
7 going to South Miami Elementary, which is a public  
8 school. My daughter went to South Miami -- I mean  
9 middle school. So a lot of parents gravitated to  
10 those legacy schools and what end up happening, they  
11 made a decision of not going to the new school, which  
12 is understandable.

13 You have parents who are familiar with  
14 another school, they may be familiar with teachers.  
15 As you all know, some teachers have been in schools  
16 for twenty years. They were the teachers of the  
17 parents. I mean, I had that situation. So a lot of  
18 the parents elected not to choose Somerset South  
19 Miami.

20 Now what happened was, because of the  
21 economic downturn, a lot of the children who were  
22 going to private schools, their parents could not  
23 afford to go to private schools. So they said well,  
24 you know what, we heard about Somerset. A lot of the  
25 parents look on the internet and they have to make

1 other choices. They appreciated the language program  
2 that Somerset had and they were willing to take a  
3 chance. So the school was filled up by parents who, I  
4 mean, had some economic difficulties, parents who were  
5 developers, parents who were well off and some parents  
6 who weren't well off. So it just happened. So a lot  
7 of those parents, those children filled up the  
8 schools.

9           So what was happening was it end up that the  
10 number in the area may have been a certain amount, but  
11 even those schools in that area weren't an absolute  
12 mirror image of the demographics. So Ludlum, which is  
13 probably about maybe two miles away, I'm not sure of  
14 the mileage, but in terms of maybe two or three miles  
15 away isn't 27 percent. I'm thinking it may be -- What  
16 is Ludlow, 12 percent? Well, whatever it is, it's not  
17 an identical reflection.

18           Now, South Miami Elementary and Middle  
19 School -- I hate to take up all this time about this  
20 one issue, but I'm speaking on it because I was  
21 involved in it -- they're probably closer to it. What  
22 is the reason? I have no idea.

23           There is another school, which is probably  
24 about four miles away, which is about four percent,  
25 which is higher than us and they're a little bit

1 further away from us. So I think it had to do more  
2 with parent choice. Some parents -- I just want to be  
3 frank. Some parents, they're familiar with their  
4 school and they want to go to that school and it's  
5 kind of hard to change that.

6 Not only that, when we initially opened up  
7 Somerset South Miami, we did door-to-door service. We  
8 went to the community center, which is located in the  
9 heart of that area, which is literally across the  
10 street from the school, and I can tell you personally  
11 there wasn't a turnout. We did the fliers, we did the  
12 leaflets and we may have had maybe two or three  
13 parents to even sign up at the time.

14 MR. MARTINEZ: I'm a parent at that school  
15 and I've been a parent there since day one and in a  
16 mile and half away from the school. I was not a Board  
17 member at the time. Actually, I signed my kids up. I  
18 was familiar with Somerset and we were very pleased.

19 During that same economic downturn that  
20 affected a lot of folks, it affected me and I went and  
21 I became a substitute teacher at the school. I ended  
22 up being a substitute teacher there for two years. I  
23 became familiar with the process. I bought into the  
24 system. I was very excited about it. Now I have two  
25 kids that go to school there.

1 I remember year one a lot of folks didn't  
2 want to go to the new school; and I remember the  
3 door-to-door campaign. And there was space in  
4 classrooms. It didn't fill up the first year. The  
5 next year, after it's success, all of a sudden you had  
6 a waiting list of a thousand folks and now everybody  
7 wants to go, yeah. Nobody wanted to take a chance.

8 We took a chance because we believed in it  
9 at the time and we thought it was a good idea and it  
10 worked out for us. After I spent a couple of years  
11 there, you know, I saw the success that it had and the  
12 success my children have.

13 MR. GIBSON: And then leading -- just  
14 spring-boarding off of that, when you get into the  
15 legal aspect of it, you know, once a certain  
16 demographics are put into place and because we're not  
17 under a desegregation order, that doesn't give us the  
18 flexibility to kind of integrate strategically. What  
19 we're mandated to do by Florida Statute is we can have  
20 a lottery system and we can have certain preferences  
21 based on military, members of the Board -- children of  
22 members of the Board and I think -- What was the other  
23 one?

24 MS. DIAZ: Siblings.

25 MR. GIBSON: So we are not allowed to say,

1 well, you know, we have a few of these type of  
2 students and we wanted to put you in and supplement  
3 that lottery process. We just can't do that. We  
4 would be subject to lawsuits. So that's kind of how  
5 the -- That's the genesis of some of those numbers.

6           Would we like to be more diverse? Of  
7 course. We want to have any -- If we could, we would.  
8 Again, he said we have a thousand student wait list;  
9 and those students who are admitted are really lottery  
10 winners in our sibling lottery, not even in our  
11 general lottery. So our classrooms are filled out  
12 just based on siblings.

13           MR. MARTINEZ: We have four siblings that  
14 didn't get in this year, because we have a sibling  
15 lottery. In the entire I think it was kindergarten or  
16 pre-K, there were siblings that there weren't enough  
17 seats for.

18           MR. GREEN: Thank you. Looking from the  
19 essence of time, was there any more questions in  
20 Section 2, anybody else?

21           MS. LONG: I just want to go back to the one  
22 about the digital piece for the technology in the  
23 classroom situation. You spoke to that in the  
24 elementary round if there's some things we can get  
25 down about middle school in this round, we're going to

1 that.

2 What would be that process for the  
3 secondary? You stated that you had that money set  
4 aside, the 30,000 set aside for elementary technology.  
5 What do you have set aside for the middle school  
6 piece?

7 MR. MORENO: For the middle school you have  
8 less students, you have 235 students for year one; and  
9 we put in \$35,000 for technology for that line item.  
10 So we actually increase it for there because, as you  
11 know, that takes more money for middle school  
12 students.

13 MS. LONG: Thank you.

14 MR. GREEN: Anyone else, Section 2?

15 Section 3, Educational Program Design?

16 MS. LONG: And that would be me. This is  
17 going so lovely. Question number one, what does the  
18 foreign language program you're planning look like in  
19 the elementary school?

20 MS. PESTANA: Students receive foreign  
21 language 45 minutes a day every day.

22 MS. LONG: That's all of your students?

23 MS. PESTANA: Yeah. And then there's a  
24 Mandarin program and in the lower levels they receive  
25 an hour a day, because with Mandarin they need a

1 little more time. Many of the students in Miami are  
2 already coming from mostly speaking Spanish homes. So  
3 when they come across Spanish, it's for the most part,  
4 but those that don't, they do receive, you know, the  
5 Spanish for Spanish Speakers.

6 MS. BERG: Can I add my question real quick?

7 MS. LONG: Sure.

8 MS. BERG: You mentioned, maybe I need to  
9 clarify it, they receive 45 minutes of Spanish, plus  
10 they have an hour of Mandarin?

11 MS. PESTANA: No. You are either a Spanish  
12 class or a Mandarin class.

13 MS. BERG: Gotcha.

14 MS. LONG: Question number two, are you  
15 planning to hire all multi-lingual teachers to handle  
16 the section of the day they will be taught the Spanish  
17 and the Mandarin?

18 MS. DIAZ: We have to hire whatever is  
19 necessary in order to fulfill that need, of course.

20 MS. LONG: So the answer is yes?

21 MS. DIAZ: Yes.

22 MR. GERMAN: Just to clarify your  
23 question --

24 MS. LIMA: Not every teacher --

25 MS. DIAZ: Not every teacher will be

1 multi-lingual.

2 MR. GERMAN: -- just the teacher in that one  
3 section.

4 MS. LONG: I specified for that section of  
5 the day, either that 45 minutes or that hour that you  
6 will be delivering those language lessons.

7 MS. PESTANA: Yes.

8 MR. GERMAN: Of course.

9 MS. LONG: Can you kind of tell us what a  
10 typical day looks like for a student, an elementary  
11 student in one of your classrooms, please.

12 MS. PESTANA: Well, it depends. We could  
13 talk about a classroom that the students switch,  
14 usually in the fifth grade classroom. We do have a  
15 departmentalized model. Students are encouraged to  
16 come to school every day at 8:00 a.m. every day,  
17 although our day doesn't start until 8:30. We do have  
18 those first 30 minutes of the day, 8:00 to 8:30, where  
19 students go straight into the classrooms. Teachers  
20 have an open-door policy; and that's the time where we  
21 really talk to them about using Mathletics, Reading  
22 Plus, doing educational programs that we also include  
23 in our assignments for the week. So let's say I  
24 always have a Mathletics assignment, something to that  
25 nature. It's important. We're teaching these

1 standards, you should be assessing what you're  
2 learning and practicing. So during that, that's that.

3 Then we begin our morning announcements.  
4 And in this day, you would say if you're starting with  
5 reading, you have Reading and Language Arts. Teachers  
6 also teach History along with Reading. And then you  
7 would switch. You have your P.E. every day. You have  
8 special areas twice a week. And you have language and  
9 then you have an hour of Math. You have -- In the  
10 fifth grade level, we try to do an hour of Science,  
11 because students are assessed for the FCAT Science.  
12 We really integrate reading skills into it, because if  
13 you've ever learned science, you realize that it's  
14 very important to teach those reading skills, hone in  
15 on understanding the text, in order to grasp the  
16 material.

17 Then we also have Reading, Writing, the  
18 90-minute block, the 30-minute block for writing.

19 MS. LONG: Thank you. And one last  
20 question: Can you describe for us how the academics  
21 will be taught in both English, as well as Spanish or  
22 Mandarin? You said you had a 45 minute set of time.  
23 So are you switching them from English to Mandarin or  
24 English to Spanish?

25 MS. PESTANA: Usually the teacher comes into

1 the classroom to teach the language. So it's just  
2 sections of the day that are split up.

3 MS. BERG: Are they integrating the ELA and  
4 the other pieces -- the reading they get done during  
5 the day, is it integrated into their Spanish or  
6 Mandarin?

7 MS. PESTANA: Many times the teachers work  
8 together to set up curriculum, especially around the  
9 holidays, if there's like a special program that  
10 happens. I know that around February we do the  
11 Chinese New Year. So students are taught, teachers  
12 also bring in their lessons. They teach about China  
13 just to really fortify what they're learning in their  
14 language and vice versa, also. The Spanish Heritage  
15 month is October and it's celebrated, as well,  
16 school-wide event; and students learn about the  
17 countries and they develop projects. And many of the  
18 things that they're doing in their English classes,  
19 they do in their foreign language classes, it's just  
20 in a different language.

21 MS. LONG: Thank you.

22 MR. GREEN: Anybody else have questions in  
23 Section 3? No?

24 Section 4, the Curriculum Plan?

25 MS. LONG: That's me too.

1 MR. GREEN: That would be either Deb or Deb.

2 MS. LONG: It's got to be Deb number two  
3 here.

4 What data do you have to show the benefits  
5 academically to the students using this type of  
6 bilingual program in the replication school?

7 MS. DIAZ: That will be our regular  
8 assessment data. I mean, there's no -- our FCATs,  
9 which we don't have this year, we don't have the  
10 scores this year, but in the past several years that  
11 we've had the program, we have been able to see  
12 excellent scores in those areas. So it's definitely  
13 working for us.

14 MS. LONG: You only go by the FCAT data, you  
15 don't do any formative assessments along the way?

16 MS. DIAZ: Well, each of -- I'm sure the  
17 teachers teaching those different subject areas, for  
18 example, my Spanish teacher has her own, based on the  
19 curriculum that they are to use from the District  
20 guides. We have assessments that go with those  
21 textbooks and things like that to make sure that  
22 they're mastering the standards, given that language.

23 MS. PESTANA: There isn't an extra test.

24 MS. HAYES: So I do have a follow-up  
25 question, just for my clarification. Is what you're

1 replicating a bilingual program or is it a world  
2 languages program where the student's taught a foreign  
3 language or a world language, as opposed to a  
4 bilingual program in which they are instructed in  
5 content areas in both languages?

6 MS. DIAZ: World language program.

7 MS. HAYES: Thank you.

8 MS. LONG: Some of the curriculum listed is  
9 no longer used in the District that you have listed in  
10 your application. Do you plan to utilize the same  
11 curriculums as the District, as stated in the  
12 application process?

13 MS. PESTANA: I think what's important is  
14 whatever your county is doing, using the same  
15 materials, but also bringing in some of the things  
16 that we use that are effective for us to integrate and  
17 enhance what we're doing.

18 MS. DIAZ: As you know, things are changing  
19 on a yearly basis, sometimes on a monthly basis, at  
20 least in Dade County. We're using this this week and  
21 no, not this this week. As a principal, I've seen it  
22 come and go on a daily basis. We write these  
23 applications based on the information that we have in  
24 front of us at the time.

25 Our intention is always to follow the

1 curriculum that is given to us, that we develop that  
2 is in partnership with the district that we're  
3 serving. But at the end of the day, our bottom line  
4 is that we instruct to the Florida Standards. So  
5 whatever curriculum or whatever program we choose, our  
6 bottom line is always the same that our children have  
7 a mastery of those Florida Standards in all of their  
8 areas.

9 MS. LONG: As we all know, a school's  
10 curriculum is essential to its level of students  
11 performance. Your application indicates that you will  
12 adopt our District's instruction materials and  
13 curriculum pacing guides. However, the school you are  
14 replicating currently integrates the curriculum  
15 developed by Miami Dade.

16 Can you please tell us how you plan on  
17 ensuring that your school will be high performing  
18 using a different set of instructional materials and  
19 pacing guides?

20 MS. DIAZ: Again, both curriculum, their  
21 bottom line is mastery of the Florida Standards. So  
22 that ensures that either curriculum used or whichever,  
23 that it has to be a direct replication of how those  
24 children will master those standards. So both  
25 curriculums are written, as we know, based on the

1 Florida Standards. The pacing guides are more  
2 detailed to the materials that you have. So, if in  
3 this county, we adopt the materials that the county's  
4 using and we can follow those pacing guides. In Dade  
5 County the materials differ, if they do -- a lot of  
6 times they don't. But if they do, then we would use  
7 the pacing guides for those materials in order to, at  
8 the end, ensure mastery of the Florida Standards.

9 MR. GREEN: Any other questions for Section  
10 4?

11 Section 5, Student Performance Assessment  
12 and Evaluation?

13 MR. TAYLOR: Thank you for coming today.  
14 Can you please describe to me, in more detail, what  
15 the pre and post testing in year one that you're going  
16 to administer, in addition to all the other stuff.

17 MS. DIAZ: So pre and post testing in  
18 general or pre and post testing for a specific subject  
19 area?

20 MR. TAYLOR: In the application, it just  
21 says pre and post testing in year one, as well as  
22 reports for previous records, but you don't go into  
23 detail what the testing is going to look like.

24 MS. DIAZ: So what we require, in general,  
25 is that in every subject area there's some type of pre

1 assessment. It's just teacher strategy. Some  
2 years -- As you know, it's changed again. Almost on a  
3 monthly basis it's been -- I'll just give you an  
4 example. Third grade it used to be a Voyager  
5 Assessment, which is a fluency based assessment. That  
6 was the pre assessment. Then the year after that it  
7 became Fair Assessment and then it became i-Ready and  
8 these things are changing even faster than the years  
9 are going by.

10 So the bottom line is that there will be an  
11 assessment. You cannot instruct effectively without  
12 knowing where you're children are. So it's essential  
13 that any one of our Somerset schools have a system of  
14 assessment at the very beginning of the year to  
15 determine which way to go with their students.

16 MR. TAYLOR: Will it be a school-based test?

17 MS. DIAZ: It can be a school-based test.

18 It can be the i-Ready, which is what I happen to be  
19 using this year, which comes in both math and reading.  
20 We have math -- sorry, excuse me -- Science Interim  
21 Baseline Assessments that are based on the Florida  
22 Standards. They can be developed by the schools as  
23 long as they are directly related to those Florida  
24 Standards. Basically your standards are your  
25 assessment and if you can turn that into a test at the

1 beginning of the year, you're going to be planned out  
2 for the year. So that's the intention.

3 MR. TAYLOR: Can you clarify for me which  
4 students will take that Sat-10 in elementary school?

5 MS. DIAZ: K, first and second.

6 MR. TAYLOR: K, first and second. Is it all  
7 students, including ESE?

8 MS. DIAZ: Yes. Well, unless the IEP states  
9 otherwise.

10 MR. TAYLOR: And then FCAT 2.0 Science is  
11 only administered to fifth grade students, but your  
12 plan shows that students in grade three and four will  
13 be taking assessments. Can you explain that.

14 MS. DIAZ: The statement that I just  
15 explained. It will have some type of pre assessment  
16 and some type of post assessment based on the Florida  
17 Standards.

18 MR. TAYLOR: So it's not the FCAT 2.0  
19 specifically. It'll be kind of --

20 MS. DIAZ: Correct.

21 MR. TAYLOR: -- kind of like a pre test.

22 MR. GERMAN: It was simply an error in  
23 there.

24 MR. TAYLOR: Okay. That's what I was --

25 MS. PESTANA: 2.0 assesses standards from

1 third, fourth and fifth grade. So when you're a fifth  
2 grade teacher, who is teaching those students who  
3 possibly may never have opened a real textbook and  
4 discussed science, it's really important to start  
5 assessing those students in the third grade and making  
6 sure that they're getting that basic: What is matter,  
7 what is solid?

8 MR. TAYLOR: Sure. Thank you.

9 MR. GREEN: Anything else in Section 5?  
10 Section 6, Exceptional Students?

11 MS. HAYES: So my first question is how will  
12 you meet the needs of all exceptional students who  
13 apply to your school? Specifically, how will you meet  
14 the needs of students whose needs can be met in the  
15 regular class at least 80 percent of the time, but are  
16 several grade levels below in another area, as might  
17 be typical of students with a specific learning  
18 disability?

19 MS. DIAZ: I mean, we are open -- I mean, we  
20 accept all students regardless of their disabilities  
21 and we basically use their IEP as a guide, which has  
22 exactly, you know, the goals and strategies that need  
23 to be done in order for the students to meet their  
24 needs. Students that are ESE, as well as students  
25 that are not considered ESE often fall behind in

1 certain areas. We use the RTI and the MTSS system in  
2 response to intervention to ensure that those students  
3 are given the appropriate interventions to master  
4 their standards. We go through the three-tier system  
5 where you have Tier 1, which is the general education;  
6 Tier 2 where there's small group instruction; and then  
7 we measure the response and if there isn't sufficient  
8 response to the intervention, we go to Tier 3, which  
9 is even a smaller group with more intensive  
10 interventions, and then from there determine whether  
11 or not the child can qualify for additional services.  
12 And this would work for both ESE students, as well as  
13 non-ESE students, as long as you go back to the IEP  
14 and determine what are the best supports you can put  
15 in for the children. At the end, all that matters --  
16 what really matters is their progress towards the  
17 standards.

18 MS. HAYES: Okay. So then a follow-up  
19 question would be, what exceptional student education  
20 service delivery model will the school be using to  
21 serve students with more significant disabilities,  
22 such as intellectual disabilities, autism spectrum  
23 disorder at more significant levels; and how will the  
24 human and curricular resources be allocated and  
25 organized to address the needs of these student

1 populations?

2 MS. DIAZ: So, again, we can't predict the  
3 future, but any -- Our services are going to be based  
4 on the student's needs and whatever it is written in  
5 their IEP's. So we will provide the service that is  
6 necessary for that child to be successful.

7 We cannot limit ourselves and say we're  
8 going to only provide this one specific service at the  
9 school, because we cannot predict what's going to come  
10 out to us. For example, I have a student at my school  
11 who's blind. You will say well, how do you service a  
12 blind student? I service a blind student perfectly  
13 fine, because it depends on the service -- the need of  
14 that child and, based on her needs, we're able to  
15 service that child.

16 So, again, you can sit -- we can go back and  
17 forth and say what if the child has this, what if they  
18 have that? It's not about what they have. It's about  
19 what they need to be successful. So at the end of the  
20 day, our determination as to what services are  
21 provided are based on the area of need.

22 MS. HAYES: So could you just help me, be a  
23 little more specific of how you would allocate those  
24 resources. Right now I see Support Facilitation as  
25 the service delivery model that you've indicated for

1 the school.

2 For students with more significant  
3 disabilities, how would you allocate those resources  
4 to ensure that those subpopulations are served at your  
5 school?

6 MS. DIAZ: So based on the child's matrix,  
7 that FTE would go up and we would use those funds in  
8 order to provide the services needed for that child.

9 MS. HAYES: The next question would be --

10 MR. GERMAN: Did that answer your question?  
11 Your face doesn't --

12 MS. HAYES: When I looked at your matrix,  
13 right now the projections are only kids at the lowest  
14 end of the matrix. So there's not -- I don't see any  
15 projected any more significant than their baseline.  
16 So I was just curious as to how that would be  
17 reconciled, if you have students that have more  
18 significant needs with, it appears, one ESE teacher or  
19 resource specialist and teacher?

20 MS. DIAZ: Right. And they're based on  
21 averages based on the student population in the area.

22 MS. HAYES: And then you mentioned the  
23 multi-tiered system of supports process. Could you  
24 walk us through the problem solving team process from  
25 core instruction and supports, all the way to

1 incentive interventions and what type of assessment  
2 information and problem solving processes you would  
3 use to identify student needs in your school?

4 MS. DIAZ: So we have a core team. I mean,  
5 every school has a core team of experts who will look  
6 at what the area of need is. Basic instruction is  
7 Tier 1 where all students, you know, receive general  
8 education instruction which includes differentiated  
9 instruction. After that, if the child is not making  
10 adequate progress towards the standards, we make a  
11 specific measure and the team will get together and  
12 decide what specific area does this child have needs  
13 in. So we're not going to give them extra math time  
14 when, in fact, it's reading that's the problem. So  
15 the problem solving team is the one who develops or  
16 determines the area of need.

17 Then we go through a selection process to  
18 see what supplemental supports, what intervention  
19 strategy would be best suited for those children. We  
20 can do that both with the teachers that are there. We  
21 usually invite something like a grade level  
22 chairperson. This is a model that's done for all of  
23 our Somerset schools.

24 At that point, we provide a timeline and say  
25 okay, we're going to implement these interventions for

1 this specific area, for this specific need. And we  
2 measure progress periodically. Depending, again, what  
3 the need is, it could be weekly, could be bi-weekly.  
4 Measure that data, come again in a couple of weeks,  
5 review the data and determine whether or not the child  
6 is making adequate progress. By adequate progress, I  
7 mean is the child making enough progress to eventually  
8 hit what we call the Aim Line, which is where everyone  
9 else -- where regular students move at.

10 If it's determined that the child needs  
11 additional supports in order to meet that Aim Line, we  
12 meet again. This time we get a little bit more into  
13 what the specific concerns are. A lot of times, these  
14 schools will invite a counselor over to see if there's  
15 additional problems. But the bottom line is several  
16 experts will get together to determine the area of  
17 need and find the best resources for that child.

18 At the Tier 3 level, it's much more intense  
19 at that point. You're having a two-to-one ratio,  
20 maybe three-to-one ratio with one teacher, three  
21 students working specifically in an area to determine  
22 whether or not that child is making adequate progress.  
23 From there, again, we can always -- you know, we can  
24 meet intermittently, assign specific assessments that  
25 will tell us exactly what the areas of improvement

1 need to be and then, again, come together and decide  
2 the best course of action.

3 MS. HAYES: How does the proposed budget  
4 support related support services, particularly at the  
5 middle school level, for example, speech language  
6 services, occupational therapy services, physical  
7 therapy services, counseling services that students  
8 with disabilities need, as well as the need of  
9 students who are gifted?

10 MR. MORENO: For the budget, you do have in  
11 there additional services to -- I'm trying to get the  
12 exact numbers that we have. But there is contracted  
13 professional services beyond the counselors and it's  
14 set for the middle school at about \$850 per ESE  
15 student for those contracted services.

16 MS. HAYES: For all of the therapy services  
17 they may need during the year?

18 MS. DIAZ: Correct.

19 MS. HAYES: And then what role do you  
20 foresee the District playing in determining  
21 eligibility for services under IDEA and Section 504?

22 MS. DIAZ: My understanding for Dade County  
23 is that we work with -- Indian River County to  
24 determine eligibility for services. After our student  
25 has gone through all three tiers of the RTI, MTSS

1 system supports, a meeting is held with the parents to  
2 determine whether or not the child meets eligibility  
3 for specific services; and, at that time, those  
4 services will be rendered.

5 MS. HAYES: What do you see the District  
6 staff's role from the School District in that  
7 particular process; how do you foresee us supporting  
8 you in that?

9 MS. DIAZ: Well, at that point, this  
10 District would serve as the LEA so that --

11 MS. HAYES: Do you all employ your own LEA  
12 or is your expectation that the LEA will be  
13 represented by the District?

14 MS. DIAZ: In meetings that are held prior  
15 to the determination of whether or not a child is  
16 eligible for services, the school is its own LEA.  
17 After that point, when the District now has to work  
18 together to determine eligibility status, then the  
19 District staffing specialist would work with our  
20 schools to determine eligibility, at that point, they  
21 are the LEA at that meeting.

22 MS. HAYES: So you all have a district  
23 staffing specialist from the actual District that  
24 comes out to --

25 MS. DIAZ: Correct.

1 MS. HAYES: And then the last one is I  
2 commend you for wanting to adopt and implement the  
3 sponsor's policies and procedures with respect to  
4 serving students with disabilities.

5 Have any of you personally read those  
6 policies and procedures to be certain that you could  
7 fully implement them for exceptional students, our  
8 policies and procedures of the District, given we have  
9 many policies and procedures to ensure compliance with  
10 federal and State statutes?

11 MS. DIAZ: Do you use different from the  
12 State requirements?

13 MS. HAYES: There are some we have to submit  
14 to the State that are different.

15 MS. DIAZ: Because I'm very familiar with  
16 the State's requirement. As far as most districts, we  
17 will follow their statutes, as well. I don't know.

18 MS. LIMA: In the application it does list  
19 that the school will abide by the sponsor's E&P.  
20 Anything above -- anything that's required above what  
21 the State requires, I'm sure the school would abide by  
22 it. The District requires it.

23 MS. HAYES: I thank you.

24 MR. GERMAN: Are there -- I mean we said  
25 we'd do it.

1 MS. LIMA: I don't know specifically if  
2 there's any.

3 MR. GERMAN: We're the Board and we -- I can  
4 read some of that and it won't necessarily mean a  
5 whole lot to me, but I can say if our name is on it,  
6 we will abide by it.

7 MS. HAYES: We just want to ensure that  
8 you're able to fully implement those. That's the  
9 question.

10 MR. GERMAN: Well, if you see that there's  
11 some gotchas in there, we'd love you to point them  
12 out.

13 MS. HAYES: There's not gotchas. It's just  
14 additional things like we require, for example, for  
15 SLD eligibility, some of the districts do not require  
16 school psychologist to be in attendance there. And  
17 depending on how you all do services, either a  
18 prorated share or have a District employee, that would  
19 need to be -- there's additional evaluation  
20 requirements. Our District requires beyond what's  
21 there in Florida Statute. So it's a number of those  
22 types of things, as well as some compliance procedures  
23 for timelines. For example, in the application, it  
24 said 60 days of enrollment the evaluations would be  
25 completed, when actually it's 60 calendar days there

1 have been changes. So we just wanted to make sure  
2 you'd have the staff to do that.

3 MS. DIAZ: Those changes were done recently,  
4 I know that.

5 MS. HAYES: Back in July.

6 MR. GERMAN: If I could speak to this in  
7 general terms, we want to -- we're going to cooperate  
8 and get along on these kinds of things, especially  
9 with ESE children, in any way that we can. Most of  
10 the things that -- This is little details in the  
11 wording. Of course, we're going to cooperate and do  
12 the rest.

13 It doesn't sound like there's any major  
14 difference. I think that most of our standards  
15 probably exceed what we normally have to do anyway.

16 We're looking to cooperate. We're certainly  
17 not looking to, after the fact, say no, we don't have  
18 to do Line 6, we have to do Line 5. We're going to do  
19 everything in the best interest of the child.

20 MS. HAYES: Thank you.

21 MR. GREEN: Anybody else for Section 6,  
22 Exceptional Students?

23 Section 7, EL, English Language learners?  
24 Nothing.

25 Section 8, School Climate and Discipline?

1 MS. HAYES: I'm reading this on behalf of --  
2 There's just a couple of questions in this section.  
3 The first one was, how will school staff share the  
4 Code of Student Conduct information to comply with the  
5 Florida State Statute 1006.07?

6 I can reference that one for you. It  
7 indicates that "The code shall be organized and  
8 written in language that is understandable to students  
9 and parents and shall be discussed at the beginning of  
10 every school year in student classes, school advisory  
11 council meetings and the parent and teacher  
12 association or organization meeting."

13 I guess the question is that the application  
14 just refers to giving it to parents at this point.

15 MS. DIAZ: So are you asking whether or not  
16 we're going to have parent meetings at the beginning  
17 of the school year?

18 MS. HAYES: No. In the statute it says that  
19 it needs to be shared with students, as well. So all  
20 of our schools have plans for how we share that with  
21 all of our students within our schools, but we didn't  
22 see any reference and we wanted to ensure that we're  
23 in compliance with that statute, as well.

24 MS. DIAZ: Yes absolutely. Every teacher  
25 needs to go over that with their students at the

1 beginning of the school year. In addition, we have  
2 parent meetings at the beginning of every school year  
3 to review any policies or any concerns or questions  
4 they may have, in addition to it being on the website.

5 MS. HAYES: Then next, what option will the  
6 school have for a student when the Suspension and  
7 Expulsion Review Team determines that a student should  
8 return to Somerset, instead of being placed in an  
9 alternative setting or recommended for expulsion?

10 MS. DIAZ: If that's the recommendation,  
11 then that's we will do. I mean, our number one goal  
12 is to keep every student in our buildings all the  
13 time. It's never to the point or the intention of us  
14 to try to suspend or expel students. I mean, you're  
15 talking about cases that are so few and far between,  
16 that at that moment we're going to work with the  
17 District in any way we can to ensure that that child  
18 is given the opportunity to continue their education  
19 with us. There is no indication in any of our  
20 locations that we wouldn't do something like that.

21 MR. GREEN: Anything else on School Climate  
22 and Discipline?

23 Anything for Section 9, Governance?

24 MS. D'AGRESTA: That's me. Hi, I'm Suzanne  
25 D'Agresta again, just in case you don't remember my

1 name. I recognize some of your faces from the last  
2 time some of you were up in town. So welcome back and  
3 thanks for taking some time to chat with us today  
4 about your application.

5 My questions are -- It looks like your  
6 elementary and middle applications are very similar in  
7 the governance area. So my questions are going to  
8 hold over for both elementary and middle. So I don't  
9 think there will be differences, but let's see where  
10 we go.

11 I saw in this particular section, again, a  
12 parent/school dispute resolution process. It's like  
13 five or six steps where parents can get their issues  
14 resolved and the very last step was for a parent, of  
15 course, to come to a Governing Board meeting and have  
16 that discussion. I looked at your list of charter  
17 schools. Of course, you guys have charter schools a  
18 lot in the southern part of the state.

19 With regard to a parent here in Indian  
20 River, in Vero Beach, and they need to come to your  
21 Governing Board meeting, how frequently are you  
22 anticipating having a meeting here in Indian River  
23 where a Vero Beach parent could come and say, hey,  
24 I've got this problem, this issue that I want to talk  
25 with you about; can you give me an idea of how

1 frequently you're planning to meet here in Indian  
2 River?

3 MR. GERMAN: You guys are looking at me.

4 MS. D'AGRESTA: You've been elected.

5 MR. GERMAN: We've had a lot of discussion  
6 about this as we go. We are still committed to have  
7 Board meetings physically in each county twice a year,  
8 but parental contact with the Board is one of the most  
9 important things I think we have as Board members. So  
10 we don't have it completely figured out, but we're  
11 looking into doing some kind of worthwhile video  
12 conferencing that we can set up. If we know there's a  
13 complaint coming, we would absolutely be able to set  
14 up something at one of the schools to remote into the  
15 Board meeting wherever it may be. And then eventually  
16 we should be able to have so that at any Board  
17 meeting, we have some point at the school that if  
18 someone wanted to go -- You know, your board meetings  
19 here, the public I assume doesn't show up in droves  
20 for every board meeting. There are some ways you can  
21 predict when there's going to be some interest or if  
22 there's someone that wants something on the agenda --  
23 And we would know that -- if it's gone through the  
24 whole matrix and it's time to talk to the Board, if we  
25 don't happen to be in this county, we'll set it up so

1 they can address the Board --

2 MS. DIAZ: In addition to that --

3 MR. GERMAN: -- in a worthwhile way.

4 MS. DIAZ: -- we have schools in San Antonio  
5 and I've gotten personal phone calls from parents  
6 asking and when they get to me, when they get my phone  
7 number, and they can get it and they can get my  
8 e-mail -- Actually, they give my e-mail to them and I  
9 send them my phone number. We definitely make sure  
10 that we address their concerns. I mean, if they're  
11 taking it to the level where they're seeing that it's  
12 necessary to get to the Board, I make sure that at  
13 that next Board meeting we're available for that  
14 parent to make sure we address those concerns.

15 I mean, our number one is always to stop --  
16 you know, to kind of get along and be as amicable --  
17 Our parents are our customers at the end of the day.  
18 So, I mean, the processes we have in place I think are  
19 really strong. Although we do need to look at,  
20 because we're so spread apart, at the satellite site.

21 MR. GERMAN: We're not elected, but we're  
22 volunteers, very different than some charter school  
23 organizations. But all our numbers and e-mails are  
24 very public. So people can and do contact us; and  
25 it's one of the most important things we do is talk to

1 parents.

2 MR. MARTINEZ: Right now we're doing two  
3 meetings per county across the state.

4 MS. D'AGRESTA: I think that's -- We just  
5 want to be sure that parents are answered.

6 MR. MARTINEZ: Absolutely.

7 MR. GERMAN: As do we.

8 MS. D'AGRESTA: That they're not ignored or  
9 we'll be back in six months. That's a difficult  
10 answer to give.

11 I saw in some of your corporate paperwork  
12 that you've added some positions to your Board, you've  
13 added a president and a vice president.

14 What are their roles?

15 MS. DIAZ: Basically our organization has  
16 been growing to the point that, as Board members, we  
17 found it necessary to have a point person to kind of  
18 be able to be our liaison between all the different  
19 services that we offer and the Board and the different  
20 schools that we deal with and kind of just to be that  
21 middle person who helps us out. One great example of  
22 what he did for us: A couple Board meetings ago, a  
23 parent had a concern. Who's the best person to sit  
24 and handle the situation from a different perspective?  
25 Being president of that organization and also serving

1 as principal of the school, he had that insight to be  
2 able to handle the situation and take care of it. It  
3 just is a really nice way to kind of make our  
4 organization a little more structured and easy to have  
5 somebody to go to.

6 MR. GERMAN: With that also, our president  
7 is a professional educator and I would assume that  
8 will always be the case. Where our Board has a very  
9 diverse background. I need a professional educator to  
10 give recommendations what we should do in some  
11 instances. I think that's an extremely important  
12 role.

13 MS. D'AGRESTA: Do either the president or  
14 the vice president have any day-to-day interaction  
15 with your schools?

16 MS. DIAZ: With the Somerset schools?

17 MR. GERMAN: Absolutely.

18 MS. DIAZ: Anytime there's a problem of any  
19 kind --

20 MS. D'AGRESTA: You said parent at a  
21 meeting. I didn't hear anything at the --

22 MS. DIAZ: Well, in addition to that, any  
23 schools that are showing that there's a need, let's  
24 say academic curriculum, anything, they will be the  
25 ones to organize a team, in their professional grasps,

1 to ensure that they get a team to go and assist those  
2 schools. So yeah, they are within our schools, as  
3 well.

4 MR. GERMAN: Bernie is also a principal of a  
5 school. President of Somerset is not his full-time  
6 job. It's kind of an additional duty he gets on top  
7 of being the principal. He's got a big school and he  
8 has a lot of great vice principals. Most of his time  
9 is going to our different things.

10 One of the great things, this isn't an  
11 application for a single school all by itself. It's  
12 part of our whole network. We are very supportive of  
13 all of our fledgling schools, any school that needs  
14 help.

15 MS. D'AGRESTA: So where do those positions  
16 fit in your organizational chart? Because I don't see  
17 them in our application. What you're describing  
18 sounds wonderful, but where do they fit in your  
19 organizational chart?

20 MR. MARTINEZ: Do you have a copy of that?

21 MS. LIMA: Yeah, it's right here. Actually,  
22 the president and the vice president are not listed on  
23 this chart because this is kind of a reporting chart  
24 in the school district, than the Governing Board.  
25 It's important to know that the president and vice

1 president are not voting members of the Governing  
2 Board. So they're not there, but I guess they would  
3 be kind of on the opposite side of where education  
4 service provider is, but on the opposite side just as  
5 a service under the Board.

6 MR. GERMAN: Adriana's got it right. On  
7 Page 84 we have our organizational chart and you have  
8 the educational service provider on the right-hand  
9 side. If you're picturing it or following along, I  
10 would say on the left-hand side. He wouldn't be a  
11 direct line, he would be over here. So the school  
12 principals still can come directly to the Board. It  
13 doesn't circumvent the line -- the chain of command.  
14 It's more supplemental to it.

15 MR. MARTINEZ: And this came at the  
16 recommendation of SACS during our accreditation  
17 process. They're the ones that suggested we move to  
18 this model because of the size of the network and to  
19 have more communication and more direct line of who's  
20 responsible for what.

21 MS. D'AGRESTA: I did see in -- it's not  
22 something that was specifically called out to be  
23 talked about. The replication portion of your  
24 application, I did see a sentence or two in that  
25 section that talked about a president being available

1 to schools here to assist with implementation of  
2 whatever.

3 MR. GERMAN: Absolutely.

4 MS. D'AGRESTA: But then I just didn't see  
5 that described anywhere else. So was this president  
6 and the vice president that are now part of your  
7 organization, were they involved in your school and  
8 creating your high-performing school that could be  
9 replicated here?

10 MR. MARTINEZ: At the time, they were not.  
11 Those positions did not exist at the time that that  
12 school was created. So they're actually -- This would  
13 be getting more support than it did originally.

14 MS. D'AGRESTA: So it's not part of  
15 necessarily the replication, it's just additional --

16 MR. MARTINEZ: Additional to the  
17 replication.

18 MS. D'AGRESTA: -- things that you've put in  
19 place organizationally.

20 MR. MARTINEZ: Correct.

21 MS. DIAZ: To ensure replication.

22 MS. D'AGRESTA: And then the last question  
23 on governance: Once before when this organization was  
24 here, I thanked you for updating your bylaws, because  
25 I appreciate the fact that you had updated them. And

1 I saw in some Board meeting minutes about a year ago  
2 that you updated them again, but I didn't see an  
3 updated version in your application.

4 So I'm going to ask the stupid question, was  
5 it just like a typo that you updated or was there some  
6 substantive corporate change?

7 MS. LIMA: That would have been an oversight  
8 on my part, if the bylaws that are included are not  
9 the most updated.

10 MS. D'AGRESTA: They're from January of  
11 2014, the ones that came in these binders. But you  
12 guys updated them in September. If you can't -- It's  
13 not a gotcha question, honestly it's not.

14 MR. MARTINEZ: No. It was actually I think  
15 we finalized the president and vice president.

16 MS. D'AGRESTA: You inserted the ---

17 MR. MARTINEZ: Inserted it into the bylaws.

18 MS. D'AGRESTA: -- the additional officers.  
19 All right.

20 MR. MARTINEZ: I'm over forty now.

21 MS. D'AGRESTA: It's not a gotcha question.

22 MS. DIAZ: It may have been in the -- Was it  
23 the approved minutes by the time you meet? Yeah, the  
24 timeline could have been off. From what I understand,  
25 it was the addition of just this stuff, that was the

1 only change, correct, to change the word interim to  
2 full-time?

3 MS. D'AGRESTA: Seriously, it's not a gotcha  
4 question. It was just I saw oh, they updated the  
5 bylaws. Oh, gosh, I don't have them.

6 MR. MARTINEZ: There was nothing  
7 substantive.

8 MS. D'AGRESTA: It wasn't a substantive  
9 structural change?

10 MR. GERMAN: I don't believe so.

11 MS. D'AGRESTA: You were just inserting your  
12 additional officers positions?

13 MS. DIAZ: Yeah.

14 MR. GERMAN: As far as we know.

15 MS. D'AGRESTA: Okay, that's all I have for  
16 that. Thank you.

17 MR. GREEN: Anyone else for Section 9?  
18 Section 10, Management?

19 DR. FRITZ: Just a couple of questions. In  
20 Chapter 10 it indicates the average teacher's salary  
21 at Somerset will be \$39,500. Upon ratification of our  
22 Collective Bargaining Agreement, the average teacher's  
23 salary at Indian River County will be \$46,961.  
24 Additionally, the insurance contribution proposed  
25 would be \$1,056 a year higher than your proposed

1 insurance contribution.

2 So I guess the question is, how does  
3 Somerset intend to recruit and maintain quality  
4 teachers with that salary and benefit disparity  
5 between the District?

6 MR. MORENO: I think when you're looking at  
7 your average, that's across your overall average, but  
8 I believe when we looked at it -- Correct me if I'm  
9 wrong. But I think we looked on your pay scale, your  
10 seven year was at thirty-nine five. Your initial  
11 salary is at a lower number. This being a new  
12 organization, I believe that having a thirty-nine five  
13 average was sufficient to recruit the personnel that  
14 we need to.

15 Then on the health insurance, because what  
16 ends up happening with school districts normally is  
17 the age of the population you have compared to what  
18 the charter school is, even as you see the  
19 contribution to insurance is less, they get the same  
20 level of coverage. So the way they're covering is  
21 they cover 100 percent of the employee. It just  
22 happens to that for Somerset, that costs significantly  
23 less than what it costs the School District for the  
24 same coverage.

25 DR. FRITZ: Because as a new school, you

1 would be hiring teachers who are lower in the salary  
2 schedule?

3 MR. MORENO: No. On the health insurance,  
4 it's on the --

5 DR. FRITZ: Younger teachers.

6 MR. MORENO: -- younger teachers, healthier,  
7 younger. As you get older, believe me it's more  
8 expensive.

9 MR. GERMAN: Richard, stop talking.

10 MR. MORENO: As you get older, you get less  
11 healthy.

12 DR. FRITZ: Less experience, healthier  
13 teachers.

14 MR. MORENO: You got it.

15 MS. DIAZ: Yes.

16 DR. FRITZ: The other question is I didn't  
17 see mention of performance pay in the salary  
18 structure, which is required by Florida Statute. So  
19 I'm curious about how performance pay is handled by  
20 Somerset? And then we didn't see it in the budget.  
21 So we're trying to figure out how that's budgeted.

22 MR. MORENO: In the line item on the budget  
23 there's basically an average performance pay increase  
24 of two percent and that's listed there in the budget;  
25 and it's going to follow the State Statute. I believe

1 there's a salary schedule that's been adopted by the  
2 Board and then there would be a bonus. That's all.

3 MS. DIAZ: From my understanding, even the  
4 District --

5 MR. MORRISON: As I recall, that was a cost  
6 of living adjustment, not specific for performance  
7 pay, which is required.

8 MR. MORENO: No. For the salary is what's a  
9 performance pay and it's segregated in the staffing  
10 section on the budget.

11 MS. LIMA: It's in the staffing plan.

12 MR. GREEN: Any other questions in  
13 Management?

14 DR. FRITZ: I didn't have anymore.

15 MR. GREEN: Section 11, the ESP, Education  
16 Service Providers?

17 MS. D'AGRESTA: That's my section again. If  
18 we could talk about your draft or your sample  
19 management agreement: The Charter School Educational  
20 Services and Support Agreement that was in your  
21 application. This I think is like kind of a standard  
22 question that I ask. It's Appendix C, if you're  
23 searching on your tablet. Actually it starts back at  
24 page, I think, 211 or 212, if my page numbers are  
25 right in my notebook.

1           Like everything, we're all performance --  
2 we're all performance based these days, including your  
3 service provider, educational service provider. And I  
4 know in previous versions of your agreement -- in the  
5 sample agreement included with your applications,  
6 there's been some mention of some sort of performance  
7 based criteria, in order to renew your contract or to  
8 determine that you'll continue to use an education  
9 service provider. When I looked at this, and maybe I  
10 missed it, I just didn't see anything in the sample  
11 agreement for any kind of a performance review  
12 evaluation process or anything like that.

13           So can you speak to -- If I missed it,  
14 please tell me, because I'm certainly not perfect. If  
15 I missed it, if you could just let me know.

16           But what is your process for evaluating your  
17 service provider, your educational service providers?

18           MR. MARTINEZ: The process -- Well, I think  
19 that we evaluate them on an everyday -- every day.  
20 What we've established is we started working with  
21 Academica, our service provider, awhile back; and we  
22 also realized that a lot of these companies are  
23 modeled different ways where you have a charter school  
24 management company and then there's a board underneath  
25 them. Where the model that we have that we work with

1 our service provider works for us where they charge a  
2 fee and the surplus goes to us, where other management  
3 companies if there's any surplus it goes back to them.  
4 So it gives us a more robust economic state, let's  
5 say.

6 But the evaluation process for me happens on  
7 a daily basis and it's the way we interact with them.  
8 It's the way they provide services to us on a  
9 continual basis.

10 We haven't gone through an official  
11 evaluation process since I've been on the Board. I've  
12 had casual conversations with folks from other boards  
13 that use different service providers; and the model  
14 that we have currently is the one that -- you know, it  
15 works for me. And I haven't made a motion to or an  
16 effort to try to change it or go out and look for it,  
17 because I'm very pleased with service that we're  
18 getting at the time, right now. So if there's -- I  
19 don't know if anybody else wants to jump in.

20 MS. DIAZ: We have no formal, although we  
21 are looking into that at this point, no formal  
22 evaluation system. But basically Academica provides  
23 something as a service, just like Sysco provides a  
24 service for our food. It's a company that we've dealt  
25 with that does a great job and we've had no complaints

1 about it. Yeah, there's other companies out there.  
2 Every once in awhile we'll see if there's something  
3 else that can meet our needs, but at this time it's  
4 working. And I haven't seen any other company that at  
5 that price that can provide as many services so  
6 successfully as they have been doing so far. So there  
7 hasn't been a need to search.

8 MR. GERMAN: The direct answer is no, we  
9 don't have a formal process. But, as she said, with  
10 all of our -- the majority of our vendors, if it's not  
11 broke, we don't fix it. We have such a close working  
12 relationship with them and I think they've been  
13 extremely responsive to us. If there's ever a  
14 dissatisfaction found, it gets fixed. Like I said,  
15 they haven't raised their price in over a decade,  
16 which is -- You know, how much do you want to poke the  
17 bear? But they've been a great -- I don't want to say  
18 partner, but we have a great relationship with them  
19 and, of course, they do a lot of stuff with us.

20 Over the years we've refined our auditing  
21 firms. All the different providers we have, I don't  
22 think we've changed many of them, because we have such  
23 a good relationship. And as we grow, the economy  
24 scale gets better for everybody.

25 MR. MARTINEZ: We actually did a survey with

1 all of principals and the Board members asking them  
2 about the service they're getting from our service  
3 provider. It wasn't scientific. It was basic surveys  
4 just to kind of get a feel if you're getting the  
5 attention you need; and I want to say 95 percent  
6 positive. We're trying to find those five percent  
7 that didn't answer correctly.

8 MR. GERMAN: I must say on that survey, to  
9 their credit, the focus wasn't on the 95 percent they  
10 were good, it was on the five percent that people were  
11 unhappy with. I think most people in this room  
12 operate that room. You don't care about the good  
13 stuff, you want to know what can I do better.

14 MS. LIMA: Just to add to that about that  
15 five percent, we've had multiple meetings on that and  
16 on ways that we can address that to unsure that next  
17 time that those issues don't continue to be issues.  
18 So I think on our end we're constantly striving to  
19 provide the best services to make sure our principals  
20 and our schools are happy. So it's kind of like on an  
21 ongoing basis. Even from our end, we're providing  
22 services, but we want to make sure that they're happy  
23 with them and that we're providing them with  
24 everything they need, regardless of whether it's  
25 listed in the service agreement or not.

1 MS. D'AGRESTA: To follow up on something  
2 that you mentioned, it's also actually called out in  
3 your application. It's in a section on due diligence  
4 for selecting this particular educational service  
5 provider for the charter schools that you're proposing  
6 here; and you mention that you spoke with other boards  
7 that use other service providers or do it some other  
8 way.

9 MR. MARTINEZ: Yeah.

10 MS. D'AGRESTA: When did those conversations  
11 occur, was it something formal --

12 MR. MARTINEZ: No.

13 MS. D'AGRESTA: -- where they came and  
14 talked at your Board meeting or you went and talked to  
15 their board meeting?

16 MR. MARTINEZ: This is strictly my casual  
17 conversations that I've had with colleagues who serve  
18 on other boards.

19 MR. GERMAN: They're probably things like  
20 National Charter School Conference where you have  
21 thousands of charter school people together over a  
22 weekend and you get to talk to your peers.

23 MS. D'AGRESTA: Were you provided an  
24 opportunity to review -- like you guys know about  
25 Academica. It sounds like you've been using them for

1 many years. Did you have an opportunity to review,  
2 from these other charter school boards, the same type  
3 of information on their management companies, whoever  
4 they might be, from other states or other areas of  
5 Florida?

6 MR. MARTINEZ: I never requested it.

7 MS. D'AGRESTA: So it's anecdotal.

8 MR. MARTINEZ: Absolutely. Absolutely. Me  
9 personally.

10 MR. GERMAN: The models are different. With  
11 Academica, our relationship with them is a flat fee  
12 per FTE. Where, without naming some of the other big  
13 ones, I think some are in your county, they are more  
14 of a percentage. So as the State FTE goes up, their  
15 fee goes up. Our fee has remained the same for a long  
16 time.

17 Also, as Raul said, surpluses and such, they  
18 get a flat fee. If we operate efficiently, it goes  
19 into our reserves. Our reserves in some of our  
20 schools are dramatic. They're almost -- my banker  
21 boss called it fortress position.

22 MR. MARTINEZ: It allows us to provide these  
23 extra services because we have that funding available.

24 MR. GERMAN: And all of our employees are  
25 our employees. Where the other management providers,

1 they're employees of the provider. So you fire them,  
2 you've lost all your employees. If we were to fire  
3 Academica, we just -- nothing change -- well, we'd  
4 have to get someone to do a lot of the stuff, but our  
5 employees are still our employees.

6 MS. D'AGRESTA: How does your -- If at all,  
7 how does your president and vice president interact  
8 with Academica? Is there any work crossover between  
9 those two, kind of call them --

10 MR. DIAZ: If they need resources -- For  
11 example, our president Bernie is looking into some  
12 schools and their data, we have some people at  
13 Academics who can -- like Mr. Ortiz who can quickly  
14 pull together and give us these great charts and  
15 things, so that he can use Academica's services to get  
16 information quickly to kind of help to identify what  
17 school will need more assistance and then bring it to  
18 the Board so that we can give them the resources he  
19 needs to accomplish that. That's an example but.

20 MS. D'AGRESTA: Sure.

21 MR. GREEN: Anybody else on the Service  
22 Provider?

23 Section 12, assuming this might be you, this  
24 is Human Resources and Employment.

25 DR. FRITZ: I don't have any questions in

1 Section 12, nor do I on 13.

2 MR. GREEN: Nor do you on 13, okay.

3 Thirteen is Student Recruitment and Enrollment.

4 So we'll move on to 14, Facilities, any  
5 questions?

6 MR. MORRISON: Yeah, just one. In the  
7 backup materials there was a commitment letter from  
8 Building Hope. I am not familiar with Building Hope,  
9 I apologize. If there is any financial -- There are  
10 no financials from this organization to demonstrate  
11 its wherewithal, the financing facility. If that  
12 could be provided, that would be --

13 MR. MORENO: Actually, I work for Building  
14 Hope.

15 MR. MORRISON: Okay.

16 MR. GERMAN: So yes, he does.

17 MR. MORENO: As Suzanne could attest, we do  
18 have the financial capacity to finance a lot of  
19 buildings. We just about four months ago surpassed  
20 over a billion dollars in charter school financing.

21 MR. MORRISON: If you could provide me  
22 something, that would help.

23 MR. MORENO: Okay. I can send you an audit,  
24 if you like, financial audit.

25 MR. GREEN: Fifteen is Transportation

1 Services.

2 DR. FRITZ: The budget appears to include  
3 the cost of one bus and a driver. It appears to be at  
4 a fairly standard rate for a contracted bus. The text  
5 indicates it will be offered by request due the  
6 hardship. So if students indicate hardship is  
7 Somerset committed to providing transportation?

8 MS. DIAZ: Yes.

9 DR. FRITZ: Will it be using a contracted  
10 provider?

11 MR. MORENO: I just want to make sure we're  
12 clear, because for the elementary school, we're  
13 actually looking at two buses.

14 DR. FRITZ: Oh, okay.

15 MR. MORENO: Yeah, we're looking at two  
16 buses. Most of the schools, because this county is  
17 more spread out -- Most of Somerset's experience,  
18 they're operating about ten to twenty percent of their  
19 population is being transported. In this case, we  
20 actually budgeted 40 percent of the student population  
21 to be on buses.

22 DR. FRITZ: It didn't appear you had the  
23 budget capacity for two buses.

24 MR. MORENO: Yeah. For the elementary  
25 school, we have \$95,000 for bussing in the first year

1 and then for the middle school we had the same, 95, in  
2 effect two buses. And then depending on the  
3 scheduling, if you're the middle school, you can do  
4 double runs and you create some efficiencies there.

5 Again, you know it better than I do. Your  
6 C.F.O. knows it better than I do. Busing you lose  
7 money. So we can all lobby together. That's where we  
8 can collaborate.

9 MR. MORRISON: So I went to the website of  
10 the elementary school and also the middle school in  
11 Miami Dade and I looked at the Statement of Revenues,  
12 Expenditures and Changes in Fund Balance and there was  
13 no transportation expenditures recorded for either  
14 school. I'm just trying to figure out how the  
15 contract -- Maybe it's just the area that you're in  
16 down there.

17 MR. MORENO: That area, as they mentioned  
18 earlier, is a very condensed area and the kids are  
19 coming in. So that one does not have transportation  
20 and that's why on budget for this one, it was budgeted  
21 at that high level.

22 DR. FRITZ: Are there already transportation  
23 companies with whom Somerset has a relationship?

24 MR. MORENO: There are in different  
25 counties. Again, that's going to be a whole big

1 process that gets done. The Board goes through an  
2 active process for doing that. It's harder because  
3 you have to see which ones are approved by the  
4 District. So that sometimes limits your options.

5 If the District is willing to provide  
6 transportation, Somerset would be more than open to  
7 participate.

8 DR. FRITZ: So that would be a possibility,  
9 as well?

10 MR. GERMAN: We do that in Monroe and it  
11 works well for both. The bus is going right by the  
12 school.

13 DR. FRITZ: That was my other question.  
14 We're not aware of any independent transportation  
15 contractors anywhere and I doubt they're going to want  
16 to send one bus or two, start up an operation, it's  
17 just undue cost.

18 MR. MORENO: I think the pricing -- I think  
19 when we were working on it, it was from somebody that  
20 would be willing to doing that at the price that's on  
21 the budget. Actually, as we were developing the  
22 budget, we saw that need. Because usually in other  
23 counties we kind of get an average of where it's at,  
24 but here we actually interviewed and the dollar amount  
25 that you see here was kind of -- you know, it wasn't a

1 formal proposal.

2 DR. FRITZ: It's a quote that they gave you.

3 MR. MORENO: Gave us an indication of what  
4 it would be.

5 DR. FRITZ: I don't have any other  
6 transportation questions. Thank you.

7 MR. GREEN: Section 16, Patrick, Food  
8 Service.

9 MR. McCARTY: Yes, a few questions I have.  
10 You state in your budget that there's a vendor that's  
11 going to provide meal service for you and that there's  
12 no cost to that meal service.

13 Can you kind of elaborate whether those  
14 meals will be delivered in or if they're actually  
15 prepared on site?

16 MR. MORENO: For the budget purposes, we  
17 budgeted what we average on schools, which is about  
18 \$2.46 a meal.

19 MR. McCARTY: That's your actual food cost?

20 MR. MORENO: Correct, food cost without --

21 MR. McCARTY: Supplies et cetera.

22 MR. MORENO: No, because then I also have a  
23 little bit of supplies. But it's mostly the meals and  
24 then the personnel to associate that's separate than  
25 that. I'm saying that's basically the cost of the

1 vendor providing meals.

2 MR. McCARTY: Correct.

3 MR. MORENO: That again depends. In their  
4 school, it's a little different, each one. Somerset  
5 is approved by the National School Lunch Program to be  
6 a lunch provider. It will be either contracted out or  
7 sometimes they're brought in there. If it's brought  
8 in, it's just for heating. There won't be any real  
9 preparation done at the school.

10 MR. McCARTY: Okay. So depending upon the  
11 location would depend on --

12 MR. MARTINEZ: Facilities.

13 MR. McCARTY: -- who's available?

14 MR. MORENO: Correct. And then you have to  
15 conform to other rules and regulations, as I  
16 mentioned, the school lunch program and to see which  
17 of your available vendors that supply this county.

18 MR. McCARTY: That are approved in the area,  
19 correct.

20 Well, you estimate \$14,000 in your budget  
21 line for personnel?

22 MR. MORENO: Correct. That's usually for  
23 one lunch lady person, yes.

24 MR. McCARTY: One person to do 60 percent of  
25 the -- No. There's a couple of different things in

1 here. You're actually projecting 90 percent student  
2 participation?

3 MR. MORENO: That's in the free -- doing  
4 combined, yeah, being fed, 60 percent free and another  
5 30 percent paid.

6 MR. McCARTY: And that one person, how many  
7 hours is that individual working, an eight-hour day?

8 MR. MORENO: No, a five-hour day.

9 MR. McCARTY: A five-hour day. So they're  
10 going to be able to feed those kids, that one person.  
11 When you do the math, just in the elementary school,  
12 if your projected enrollment is 315, 90 percent of the  
13 student participation would be 284 students. You're  
14 looking at several meals. I don't know how you're  
15 going to do that.

16 MR. MORENO: It's broken up between the  
17 different time periods. I'm not sure how many --

18 MS. DIAZ: How many are allocated?

19 MS. PESTANA: How many different lunch  
20 periods?

21 MR. MORENO: Yeah, different lunch periods  
22 that you have.

23 MS. PESTANA: Yeah, that's how we do it.

24 MR. MORENO: Then a lot times some of the  
25 teachers will also help a little bit like that. The

1 lunch person that we have budgeted is the person that  
2 basically monitors and processes that lunch thing.  
3 Then you usually also have some of the administrative  
4 aids during those periods to help support.

5 MR. McCARTY: That are actually going to  
6 help offset that.

7 MR. MORENO: Correct. Exactly.

8 One of the things at charter school, because  
9 you do get less funding overall, is that you have to  
10 run a lot more efficiently. So I always said you have  
11 a hatrack where everybody in the building --

12 MR. McCARTY: It actually alludes to that in  
13 there, as well. It did mention that.

14 DR. FRITZ: So the school this will be  
15 replicating only has one lunch person for that number  
16 of students?

17 MS. PESTANA: We have a lot more students.

18 DR. FRITZ: He said per -- on a  
19 proportionate basis?

20 MR. MORRISON: You have 284 students, one  
21 person serving meals?

22 MS. DIAZ: The way we do it is you may need  
23 one lunch -- like, I only have one lunch person and  
24 then I have assistants that come in and help out, who  
25 also wear different hat, to help out -- to actually

1 structure the lunch, make sure everybody is seated.

2 MR. McCARTY: Just out of curiosity, do the  
3 kids have a choice of what's on the menu for the day?

4 MS. DIAZ: No.

5 MR. McCARTY: They basically take everything  
6 and go?

7 MR. MARTINEZ: Or they pack a lunch that  
8 day.

9 MS. DIAZ: Or they can bring their lunch,  
10 right.

11 MS. PESTANA: They get a menu monthly. So  
12 they know ahead of time what's for lunch.

13 MR. McCARTY: So who's writing that menu;  
14 who would write that menu? How is that menu  
15 determined?

16 MS. DIAZ: The cafeteria manager works with  
17 the National School Lunch Program to develop the  
18 menus.

19 MR. McCARTY: With all of the new  
20 regulations and all of the changes?

21 MS. DIAZ: Correct. She has to attend all  
22 of the meetings and make sure, yes.

23 MR. MORENO: It also depends on the vendor,  
24 because I know in some of the campuses that Somerset  
25 has, the vendor prepares all that and the school signs

1 off. In other campuses where you do have an active  
2 principal, you know, they're very involved with the  
3 lunch and want to make sure it's taught in the  
4 curriculum, they are much more active.

5 MR. MARTINEZ: At this particular school,  
6 the principal is actually very active and sits with  
7 Sysco and they go through and then they make sure the  
8 coordinator, the lunch school coordinator -- or the  
9 national program coordinator that Academica has  
10 onboard, they make sure that falls in line.

11 MS. PESTANA: And the kids get input too, as  
12 well. They talk to the principal about what they like  
13 and don't like.

14 MR. MORENO: Because a lot of that lunch  
15 program compliance is all done by Academica.

16 MR. McCARTY: There's a lot of red tape with  
17 that.

18 MR. MORENO: Oh, absolutely.

19 MR. McCARTY: You mentioned Sysco. Who's  
20 the principal's sitting with Sysco?

21 MR. MARTINEZ: At this particular school,  
22 Kim Galante.

23 MR. McCARTY: They sit with Sysco and go  
24 through to figure out what the kids necessarily want  
25 on the menu?

1 MR. MARTINEZ: What the kids like and what  
2 they don't like and make sure that everything complies  
3 with the National Lunch Program.

4 MR. McCARTY: Okay, those are my questions.

5 MR. GREEN: Anybody else for Food Service?  
6 Section 17, Budget?

7 MR. MORRISON: I've kind of been getting the  
8 questions along the way. As you know, the program  
9 drives the budget. So we've talked a little bit about  
10 Transportation, ESE, Technology, Curriculum, Staffing,  
11 Food Service. So those questions have been kind of  
12 interwoven, so I've got the clarification that I need.

13 MR. GREEN: For budget?

14 MR. MORRISON: Uh-huh.

15 MR. GREEN: Section 18, Financial Management  
16 and Oversight?

17 MR. MORRISON: This kind of runs across both  
18 applications where the ESP is a signatory on the  
19 schools checks. I wanted to have an explanation or  
20 conversation with you about how you feel about that,  
21 from an internal control perspective, to have  
22 typically what amounts to a vendor having the  
23 authority to sign off on your checks.

24 MR. GERMAN: They don't sign on their own  
25 checks. They sign on checks that we authorize. So

1 they're no different than having your accountant do  
2 it.

3 MR. MORRISON: The way I read the  
4 application, it sounded like the Governing Board  
5 members are authorized to sign, but the ESP also has  
6 authority to sign on the checks. So, in theory, the  
7 ESP can approve your payments to themselves.

8 MS. LIMA: I think part of those controls  
9 are in here. The principal has to approve any invoice  
10 or any check before the ESP signs. So the principal  
11 or Board approval always comes before the signing.

12 MR. MORRISON: Okay.

13 MR. GERMAN: I can just tell you I'm also on  
14 the Board of the one in our county. The application  
15 didn't have it exactly. It's standard procedures, I  
16 mean, standard accounting stuff. They're not  
17 authorized to sign anything that hasn't been  
18 preapproved. They certainly can't sign a check to  
19 themselves.

20 MR. MORRISON: Maybe it's the way it's  
21 written, because it says "Disbursement vouchers are  
22 reviewed and approved by the principal and the ESP."  
23 Then further along it says "Checks in the amount of  
24 25,000 or above require that one of the signature be  
25 that of the Board chair." And then it says

1 "Authorized signatures on the checks are limited to  
2 the chair of the governing board, the president, the  
3 school principal, designee ESP representative."

4 So you're clarifying that the ESP does not  
5 have the sole authority to --

6 MR. GERMAN: Correct.

7 MR. MORRISON: -- sign off?

8 MR. MONTERO: Once it's been fully approved.

9 MR. MORRISON: So it's fully approved and  
10 then it goes to --

11 MR. GERMAN: And the auditors would never  
12 allow that.

13 MR. GIBSON: We have our audit once a year.  
14 There's an audit that's done every year and that would  
15 come up in the auditor report, like, internal control.

16 MR. GERMAN: Every school is individually  
17 audited.

18 MR. MORRISON: That was the only one I had  
19 on the financial side.

20 MR. GREEN: Anybody's else?

21 Section 19, Action Plan, any questions  
22 there? Seeing none, we're pretty much right on time,  
23 but are there any follow-up questions from anybody?

24 MR. MORENO: You run good meetings.

25 MR. GREEN: Anybody, clarification

1 questions, follow-up, anything on the elementary you  
2 didn't get to share or maybe the questions didn't pull  
3 out the things that you wanted to share? Is there  
4 something -- anything else that you'd like to share on  
5 the elementary application?

6 DR. FRITZ: In H.R. we say is there anything  
7 that you wanted us to ask that we did not ask?

8 MR. GERMAN: Yeah. What are your thoughts,  
9 if we get to ask?

10 DR. FRITZ: That's a question from you to  
11 us.

12 MR. GERMAN: Oh, I still would be curious.  
13 We've been to a number of these and you never know how  
14 it's going to go. We're here to do good things for  
15 the children and I think we run a really good  
16 organization. I hate -- In an application like this,  
17 it's pretty easy to find little things, but I think  
18 our reputation speaks for itself. And we want to be  
19 great partners. I think everywhere we go, we're very  
20 good partners with the district, even if there was a  
21 little resistance going in. It's pretty hard to fault  
22 our operation.

23 MS. LONG: It sounds like every place that  
24 you have a school, you seem to have a Board member  
25 from that area added to the Board. Is that a right

1 assumption?

2 MR. GERMAN: No, it's not. It's unworkable.  
3 It's just too much. What we try to do anymore is have  
4 board members with various -- it's like any,  
5 hopefully, good board, board members with various  
6 levels of expertise in different areas to try get a  
7 little bit of balance.

8 MS. DIAZ: Different skill sets.

9 MR. GERMAN: Yes, different skill sets.

10 DR. FRITZ: Obviously, this isn't a full  
11 response, but you probably can sense from some of the  
12 questions that I asked earlier that we're concerned  
13 about -- or have questions about a charter school  
14 coming and also being fine with our Desegregation  
15 Order. Some of that has to do we have different  
16 degrees of compliance with our existing charter  
17 schools with that and we're concerned about that issue  
18 being that we do have some goals to be equitable, not  
19 just because of the Deseg. Order, but because you  
20 should be, but also because those requirements are  
21 federally mandated. I think we aspire, at some point  
22 to reach unitary status and we're just wondering how  
23 the addition of another charter school might help or  
24 hinder our ability to do that. I think that's where  
25 some of the questions came from.

1 MR. GREEN: The location, the student  
2 population.

3 MR. GERMAN: Funny, Adriana and I were  
4 looking at -- if you look at our demographic makeup, I  
5 think some of the assumption has been that we're going  
6 to have a hard time attracting enough minorities, but  
7 we have a number of schools that are almost vastly  
8 minority, in the 90 percentile.

9 DR. FRITZ: In an area that is less diverse  
10 than Miami? Because I mean Miami is very diverse, as  
11 you well know. So I mean, you're looking at a  
12 different environment here that's not as diverse.  
13 We're probably 17 percent African-American, 18 percent  
14 Latino.

15 MR. GREEN: There's a lot of geography  
16 involved.

17 DR. FRITZ: There's geography involved here,  
18 too.

19 MR. GERMAN: I can think of one school like  
20 in the Villages has become very minority and is not in  
21 a minority area. It just sort of caught on.

22 You really don't know. That's why it's hard  
23 to predict how we're going to deal with it, because  
24 you don't know what the demographic makeup of the  
25 school is going to be, but I think it's a disservice

1 to assume that it's going to not be what you think it  
2 is.

3 MS. DIAZ: Somerset intends to work with the  
4 District to ensure that we are in compliance, as we  
5 need to be, as well.

6 MR. GERMAN: We'll try to help you get rid  
7 of that Order, too, because it sounds like an  
8 unworkable -- not get rid of it, but to make it so  
9 it's even for everybody. We're not trying to make it  
10 harder for you. Our job is to work with the District.

11 MR. GIBSON: Just as a side note, it'd be  
12 interesting to figure out how the other charter  
13 schools do it, because the way -- At least in my  
14 limited experience with education, it seems that the  
15 concept is we get students who want to go there or who  
16 may apply in a particular area. So I'm not sure how  
17 you all handle -- it's kind of -- It's a different  
18 dynamic, because you are in a position where you have  
19 to educate every student and every student goes to a  
20 particular school and then you can kind of maneuver  
21 them where you want them to go.

22 We're in a different position because  
23 parents may say I don't want to go your school. We  
24 may get 99 percent African-American at our school and  
25 some whites may not want to come to the school. So

1 how do we force -- You know, and that will be an  
2 interesting conversation to have to make sure that  
3 we're all in compliance.

4 MR. GREEN: That's why we were asking some  
5 the transportation and geography questions, to see if  
6 that's something -- you know, if you're in a  
7 particular geographic area where that two to four-mile  
8 range is not going to result in diversity, is that --  
9 you know, you're going to have to work through a  
10 transportation plan or something to help some of those  
11 parents come. That was just some of the line of  
12 questioning along that to help that challenge.

13 DR. FRITZ: We did make an assumption that  
14 you had no intent to provide transportation, because  
15 there's no transportation that's being provided at the  
16 school that's being replicated. You explained that  
17 that's a geographic piece and you do have intent to  
18 provide transportation. That's what I heard.

19 MR. GERMAN: And it's in the budget.

20 DR. FRITZ: And it's the budget. Well, if  
21 it's in the budget, you don't have to spend your  
22 budget. That's why we wanted to ask that.

23 MR. GERMAN: At least we can --

24 DR. FRITZ: You may put it in the budget and  
25 not spend it.

1           So that is certainly a barrier, given the  
2 geography of our county, to possible access for  
3 diverse populations in a school, because there also is  
4 poverty. People don't have a way to get their kids to  
5 school. That's a barrier.

6           MR. GREEN: I don't see anyone new that came  
7 to the audience, particularly for the middle school  
8 application. We'll kind of transition anyway.

9           I guess what I'll ask our group is if we can  
10 be cognizant and sensitive to if you've gotten your  
11 answer through the -- They are separate applications.  
12 So they stand on their own. I don't want to dilute  
13 that at all, that they are separate applications. But  
14 if you have something that seems to be very redundant  
15 and you're satisfied with the answer that you've  
16 already gotten, maybe you could skip over that in your  
17 section and we'll try to hit areas that would be  
18 specific to the middle school section. So it'd  
19 probably be quicker, but I'm going to follow through  
20 each section just as we did.

21           Yes.

22           MS. D'AGRESTA: Could I just ask kind of  
23 more of a global question regarding the two  
24 applications? I mean, you guys submitted two  
25 different applications. Is it ultimately your intent

1 for this to be a campus where it's basically one  
2 larger piece of property with the two schools kind of  
3 co-located where you'll be sharing some resources back  
4 and forth or is this elementary school down there,  
5 middle school?

6 MR. GERMAN: Yes.

7 MS. D'AGRESTA: Have you thought through  
8 that?

9 MR. GERMAN: Of course. That would be  
10 ideally --

11 MS. D'AGRESTA: A campus. There'll be some  
12 economy of scale there. That kind of helps. Thank  
13 you.

14 Go ahead, Mr. Green. I'm sorry to  
15 interrupt.

16 MR. GREEN: No problem. It's a question.  
17 We'll start back over with Section 1, the Mission:  
18 Guiding Principles and Purpose, which I think are very  
19 similar.

20 MS. LONG: We're fine.

21 MR. GREEN: Anybody have any questions? No.  
22 Section 2?

23 DR. FRITZ: I don't think there are  
24 additional questions on Section 2 or 3.

25 MR. GREEN: No additional questions on

1 Target Population or Educational Program Design? No.

2 Section 4, the Curriculum Plan?

3 MS. LONG: No.

4 MR. GREEN: Section 5, Student Performing  
5 Assessment Evaluation?

6 MR. TAYLOR: Yes, I'm sorry, I do have some  
7 questions on there. Sorry about that.

8 MR. GREEN: Leave it to Chris.

9 MR. TAYLOR: Sorry, my fault.

10 Just real quick, the application mentions  
11 United States History, which is traditionally a high  
12 school course. Is that given in middle school?

13 MS. PESTANA: Eighth grade.

14 MR. TAYLOR: Eighth grade.

15 MS. PESTANA: American History.

16 MR. TAYLOR: Is it the full course or just  
17 the first --

18 MS. PESTANA: The full course. They offer  
19 World History for sixth grade. Seventh grade is  
20 Civics. They take a Civics EOC. And eighth grade,  
21 United States History. We also offer Algebra I for  
22 math and the students also leave middle school in  
23 Miami-Dade County with all of their credits fulfilled  
24 for Spanish requirements for high school and they are  
25 also able to take Biology. So they leave with a

1 credit for Biology, passing all their credits for  
2 Spanish.

3 MR. TAYLOR: And they take the State EOC?

4 MS. PESTANA: Yes, they do.

5 MR. TAYLOR: So they complete the course?

6 MS. PESTANA: Uh-huh.

7 MR. TAYLOR: Thank you. And then on Page 59  
8 there is a fragmented sentence there. It kind of  
9 starts "Students in grades six through eight will earn  
10 high school credit for Algebra I" and then it stops.

11 Can you kind of fill that in for me for  
12 clarification?

13 MS. PESTANA: They take that in eighth  
14 grade.

15 MR. TAYLOR: They take that in eighth grade.  
16 But it does not mention Algebra I anymore. That just  
17 says in eighth grade. Is that all that sentence was  
18 supposed to say?

19 MS. PESTANA: Yes, they take that in eighth  
20 grade, along side with Biology.

21 MR. TAYLOR: They take Biology.

22 MS. PESTANA: Algebra I.

23 MR. TAYLOR: And U.S. History.

24 MS. PESTANA: It's part of the curriculum in  
25 Miami-Dade.

1 MS. LONG: The U.S. History, is that the  
2 high school version of U.S. History?

3 MS. PESTANA: No, it's a middle school  
4 version.

5 MS. LONG: I didn't think so.

6 MS. PESTANA: The high school version is  
7 Biology a hundred percent.

8 MR. TAYLOR: Then on Page 61 it mentions  
9 Orange County rights. Are you going to give that here  
10 in Indian River County or is that just a typo?

11 MR. GERMAN: It's just a typo, but I'm  
12 impressed you read every line.

13 MR. TAYLOR: Unfortunately yes. All right.  
14 Thank you very much.

15 MR. GREEN: Anything on Section 6,  
16 Exceptional Student?

17 MS. HAYES: I only have one question just  
18 because it's a hot topic at our secondary schools  
19 right now. As far as students who show disciplinary  
20 infractions at the secondary level, what supports,  
21 interventions or procedures do you have in place for  
22 students with disabilities that would ensure a free  
23 and appropriate public education? So when they commit  
24 an infraction, what specific supports are built into  
25 your system of supports there at the middle school to

1 ensure that our students with disabilities are staying  
2 in school and not missing instructional time?

3 MS. DIAZ: Like I said before, our intent is  
4 always to keep the students in school. We would  
5 always conduct -- It doesn't have to be formal -- but  
6 a manifestation of termination meeting. You want to  
7 make sure that the infraction was not a direct cause  
8 of or because of the child's specific needs. So, of  
9 course, that's going to be taken into consideration.

10 In addition, most students with disabilities  
11 have something -- if there is an issue with  
12 discipline, there's something written in their IEP, a  
13 behavior intervention plan. They would have conducted  
14 an assessment on behavior to ensure that if there is a  
15 concern, there's steps clearly indicated that can be  
16 followed.

17 MS. HAYES: Thank you.

18 MS. DIAZ: You're welcome.

19 MR. GREEN: Section 7, English Language  
20 Learners, no questions. Section 8, School Climate and  
21 Discipline?

22 MS. HAYES: No other questions.

23 MR. GREEN: Section 9, Governance.

24 MS. D'AGRESTA: No. You answered everything  
25 the first time around. Thank you.

1 MR. GREEN: Section 10, Management?

2 DR. FRITZ: They were answered before.

3 MR. GREEN: Eleven, the ESP?

4 MS. D'AGRESTA: No, nothing more. Thank  
5 you.

6 MR. GREEN: Twelve, Human Resource and  
7 Employment?

8 DR. FRITZ: No.

9 MR. GREEN: Student Recruitment and  
10 Enrollment, Section 13?

11 DR. FRITZ: No.

12 MR. GREEN: Fourteen, Facilities?

13 MR. MORRISON: You're going to provide me  
14 some stuff on Building Hope.

15 MR. MORENO: Correct. I'm looking for it  
16 now. So before we leave, just give me your e-mail  
17 address.

18 MR. MORRISON: Okay, no problem.

19 MR. MORENO: I'm searching for the file now.

20 MR. GREEN: Transportation, 15?

21 DR. FRITZ: No questions.

22 MR. GREEN: Food Service, 16?

23 MR. McCARTY: No questions.

24 MR. GREEN: Eight, Financial Management and  
25 Oversight.

1 MR. MORRISON: The same question applies in  
2 18. Did you skip 17?

3 MR. GREEN: Seventeen, Budget. I'm sorry.

4 MR. MORRISON: Now that you've clarified  
5 it's a shared resource school, the questions that I  
6 have, because I looked at each application on a  
7 standalone basis, so those questions kind of make  
8 sense now. So 17 is taken care of; and 18, I asked  
9 the question I had.

10 MR. GREEN: You already asked 18. So 19,  
11 Action Plan?

12 Wow, eleven minutes. I guess we'll start  
13 with our team. Anybody, any follow-up questions to  
14 either one, have they answer all your questions?

15 The team here, anything? We certainly  
16 appreciate you taking the time to come up. I know  
17 some of you traveled far to get here in different  
18 modes of transportation: Planes, trains and  
19 automobiles, it sounds like. But it certainly helps  
20 when we get to put a name and a face together and hear  
21 a little bit more about what your mission is and how  
22 you're serving students. We appreciate you taking the  
23 time to be here.

24 MR. GERMAN: I guess the question would be  
25 the next step in the timeline, when we can expect

1 approval?

2 MR. GREEN: Unfortunately, Dr. Ferrentino  
3 didn't leave me with all of his timeline. I believe  
4 on Friday -- Is it in --

5 MS. D'AGRESTA: I have the last one that  
6 Dr. Ferrentino sent out. He has scheduled another  
7 meeting in this room on September 29th for the  
8 District team to review the findings to basically --

9 MR. GREEN: Go through the sections.

10 MS. D'AGRESTA: -- report back on the matrix  
11 evaluation document; and then the last date that I  
12 have from Dr. Ferrentino is it's on the October 13  
13 School Board meeting agenda.

14 MS. LIMA: So the 29th is a meeting with  
15 your members only or is that a meeting where Somerset  
16 would attend, as well?

17 MS. D'AGRESTA: It is open to the public,  
18 but it's not going to be like this where you have  
19 questions to answer and that sort of thing. You're  
20 certainly welcome to come join us. We love company.  
21 But it's not mandatory, but you're certainly welcome  
22 to come. But that's for the School District folks to  
23 sit back down and go over that matrix of evaluation  
24 instrument and get it all filled in and ready for the  
25 Superintendent.

1 MS. LIMA: Will Somerset be in receipt of  
2 that matrix at any point before that?

3 MS. D'AGRESTA: That's when it's put  
4 together. It's kind of like everybody's got their  
5 piece.

6 MR. GREEN: I recall last year we actually  
7 went through and did it at that meeting, everybody  
8 gave their input and filled it out.

9 MS. D'AGRESTA: Everybody put their pieces  
10 together.

11 MR. GERMAN: You all will have -- it'll go  
12 on your board's agenda on your website sometime before  
13 the 13th?

14 MS. D'AGRESTA: Yes.

15 MR. GERMAN: So we'll have a recommendation  
16 for approval hopefully?

17 MS. D'AGRESTA: Our standard process here in  
18 Indian River is seven days before our agenda is  
19 posted. So it will be on the website and I know  
20 Dr. Ferrentino, he and I discussed that the day before  
21 that goes live, if you will, that he wanted to provide  
22 that to you, so that you had it before it went public.

23 MR. GERMAN: First week of October?

24 MR. GREEN: So that'd be the Monday of the  
25 week prior. Usually they're on a Tuesday, the Board

1 meetings, and they go live the Tuesday the week  
2 before.

3 MS. D'AGRESTA: Right.

4 MR. GREEN: So probably that Monday.

5 MS. LIMA: So September 30th, if we have the  
6 same timeline.

7 MR. MORRISON: October 6th.

8 MS. LONG: The sixth, October 6th.

9 MR. GREEN: It's published on October 6th.  
10 So if Dr. Ferrentino is going to provide that a day  
11 early, it would be Monday, October the 5th.

12 MS. D'AGRESTA: Yes, it would be before  
13 that, you guys would get it before it went live.

14 MR. GERMAN: That's nice.

15 MS. D'AGRESTA: And those are the only dates  
16 I have so.

17 MR. GREEN: Did that help?

18 MS. LIMA: Yes.

19 MR. GERMAN: Absolutely.

20 MR. GREEN: Anything else?

21 MR. MARTINEZ: Thank you for your time.

22 MR. GREEN: Really appreciate you coming in.  
23 Thank you. And just for the guys in the back, we'll  
24 adjourn, as far as the meeting goes.

25 (Thereupon, at 3:14 p.m. the meeting was concluded.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA )  
: SS  
COUNTY OF MARTIN )

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I, MARCELLA R. SAMSON, a Shorthand Reporter and Notary Public of the State of Florida at Large, certify that the foregoing meeting was stenographically reported by me and is a true and accurate transcription of said meeting.

I certify further I am neither attorney nor counsel for, nor related to, nor employed by any of the parties to the action in which the meeting is held and, further, that I am not a relative or an employee of any attorney or counsel employed in this case, nor am I financially interested in the outcome of this action.

DATED this 21st day of September 2011

*Marcella R. Samson*



MARCELLA R. SAMSON

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THE SIGNATURE WILL DISAPPEAR

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4

SCHOOL BOARD OF INDIAN RIVER COUNTY

1990 25th Street

Vero Beach, FL 32960

Business Meeting

Tuesday, October 13, 2015

6:00 p.m.

**CERTIFIED COPY**

RE: Somerset Academy, Inc.

MEMBERS PRESENT

MATTHEW MCCAIN, CHAIRMAN

CHARLES SEARCY, VICE CHAIRMAN

CLAUDIA JIMENEZ, BOARD MEMBER

DALE SIMCHICK, BOARD MEMBER

SHAWN FROST, BOARD MEMBER

MARK J. RENDELL, Ed.D., SUPERINTENDENT

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SCHOOL BOARD STAFF

CARTER MORRISON  
Assistant Superintendent Finance

BRUCE GREEN  
Assistant Superintendent Technology & Assessment

ANDREW RYNBERG  
Assistant Superintendent Curriculum & Instruction

WILLIAM FRITZ, Ph.D.  
Assistant Superintendent Human Resources & Risk Management

JUDY STANG  
Executive Assistant

APPEARANCES:

FOR SCHOOL BOARD: GARGANESE, WEISS & D'AGRESTA  
111 North Orange Avenue  
Suite 2000  
Orlando, FL 32801  
BY: SUZANNE D'AGRESTA, ESQUIRE

FOR SOMERSET: SOMERSET ACADEMY, INC.  
6340 Sunset Drive  
Miami, FL 33134  
BY: CHARLES GIBSON, ESQUIRE  
ADRIANA C. LIMA  
RICHARD MORENO

## TRANSCRIPT OF PROCEEDINGS

1  
2 (Thereupon, the meeting was called to order  
3 at 6:00 p.m.)

4 - - - - -

5 MR. MCCAIN: The next item is, we do have some  
6 speakers for item C. The first speaker -- and I do have to  
7 apologize, I should have mentioned it before our speaker  
8 earlier. We do have a board policy which limits public  
9 input to three minutes. Ms. D'Agresta has a timer. So  
10 we'd like to ask you to please keep your comments confined  
11 to those three minutes. Mr. Brown, who spoke earlier,  
12 knows the rule very well. So I was negligent in not  
13 iterating it then.

14 The first speaker is Charles Gibson.

15 MR. GIBSON: Good evening. Good evening, ladies  
16 and gentlemen of the Board, staff. My name is Charles  
17 Gibson and I want to thank you for the opportunity to speak  
18 to you all today. I'm the general counsel for Somerset  
19 Academy. Somerset Academy is a high-performing network of  
20 charter schools throughout the state of Florida.

21 As you all know, we submitted an application that  
22 is before you all today. It is a replication of one of its  
23 high-performing charter schools.

24 We had a public meeting for which the staff had  
25 asked us some questions about the application that was

1 filed. At that meeting, we believed that we answered all  
2 of those questions satisfactorily to staff.

3 We also invited staff, maybe not at that  
4 particular meeting, but we invited staff to come and visit  
5 the replicating charter school so that they could get a  
6 better sense of what we would like to bring to this  
7 district. Again, it's a language program, and we wanted to  
8 provide that program to this district as a choice for  
9 parents to see. We were a little surprised when we  
10 received the recommendation for denial since at the meeting  
11 we believed that we satisfactorily answered the questions.

12 There was an item in the, or there was a sentence  
13 in the agenda where it talked about the subsequent public  
14 meeting that we failed to attend. One of the rationale  
15 behind that was at the initial public meeting we were told  
16 that we would not have the opportunity to speak, it would  
17 just be a summary of the application and some of the  
18 findings. So that's one of the reasons we didn't attend.

19 But we welcome, we're here to answer any  
20 questions that the School Board may have. Again, we extend  
21 the invitation to you all to come to Miami to look at our  
22 school or any other school in our network.

23 And I appreciate the opportunity to speak to you  
24 all today and we hope that you -- I know that the  
25 recommendation is for denial. We would hope that you would

1 either reconsider it or table the item until you can get  
2 more information either from us specifically or give us the  
3 opportunity to provide additional information so we can  
4 show you that we want to bring an excellent program to this  
5 district and make you all proud.

6 The last thing is that there's already a school  
7 that has a language program at the high school. And our  
8 intention was to try to cooperate with them and feed some  
9 of our school, some of our children to that language  
10 program.

11 Again, thank you for the opportunity to speak and  
12 we would hope that you would find good cause to vote in  
13 favor of the application, or in the alternative, table and  
14 give us an opportunity to speak to some of the deficiencies  
15 that the staff had mentioned in their recommendation for  
16 denial.

17 MR. MCCAIN: Our next speaker is Adriana Lima.

18 MS. LIMA: I'll yield my time to Mr. Moreno, if  
19 he needs it.

20 MR. MCCAIN: Do you want to do that? Can we do  
21 that?

22 DR. RENDELL: She wants to yield her time to the  
23 next speaker.

24 MS. D'AGRESTA: Board members, your rules don't  
25 allow one speaker to yield to another. Of course, if you

1 want to waive those rules, that's up to you. But typically  
2 each speaker gets three minutes and they don't accumulate  
3 for one speaker.

4 MR. MCCAIN: Board members?

5 MS. SIMCHICK: Can I ask a question?

6 MR. SEARCY: We'll listen to her, but not, no  
7 yield.

8 MS. LIMA: He doesn't need it. I'll just pass.

9 MR. MCCAIN: I think the decision was not to  
10 yield time. If you'd like to speak, ma'am, you have time  
11 to speak.

12 Okay. Our next speaker is Richard Moreno.

13 MR. MORENO: Good evening. My name's Richard  
14 Moreno. I'm a consultant for budget and finance for  
15 Somerset Academy. I've been working in the charter school  
16 movement for about 15 years. I just welcome this  
17 opportunity just to say a few words.

18 I was here at the interview committee and your  
19 staff handled that meeting very well. I thought it was a  
20 very productive meeting.

21 In going to the application and the notes to it,  
22 there were several items regarding budget that I thought we  
23 had addressed. You know, one of them was, which is a big  
24 component, was the average salaries. For the district you  
25 have an average salary of about 46,000 and change. But

1 that includes everybody that you have. And basically the  
2 application that we had was for an amount equal to a  
3 seven-year staff member. So we thought that was adequate  
4 there that we had. And again, we had a very good  
5 discussion.

6 Another one that they mentioned is technology.  
7 Because throughout the application, technology is a big  
8 component of schools now. We looked at it, they said it's  
9 only \$75. But we did have a separate line item there that  
10 was digital curriculum materials which was another \$110 per  
11 student.

12 You know, so there were a couple items like that  
13 throughout the application that I think, we believed was  
14 properly addressed at that interview.

15 So again, backing what Mr. Gibson said, if we  
16 could table it and go into further discussion to clarify  
17 those with staff to get those points. I think we're there.  
18 Again, visiting Somerset Academy and seeing the success of  
19 the schools would show you that having Somerset in your  
20 county, it would be a great addition to the programs that  
21 you have here.

22 Thank you.

23 MR. MCCAIN: All right. Board members, I'll  
24 entertain a motion at this time.

25 MS. SIMCHICK: I'll make a motion to table --

1 MR. FROST: Postpone.

2 MS. SIMCHICK: -- item number C per the  
3 applicant's request.

4 MR. FROST: Second.

5 MR. MCCAIN: Ms. Simchick --

6 MR. SEARCY: What is the motion?

7 MS. SIMCHICK: I make a motion to postpone or  
8 table the item C per the applicant's request.

9 MR. MCCAIN: Mr. Frost, you have a second?

10 MR. FROST: Second.

11 MR. MCCAIN: All right. Ms. Simchick, would you  
12 like to speak to your motion?

13 MS. SIMCHICK: Thank you.

14 Of course I would support, based on conversations  
15 and back-up information, the superintendent's support to  
16 deny the charter application.

17 I understand that the application has come before  
18 us a few times, or in the past maybe even before I was on  
19 the Board, and that many things have improved each time.  
20 It's a shame that at the second, and Mr. Gibson spoke, that  
21 there was no representation.

22 You submit an application. The district staff  
23 comes up with some findings. One to me that was not quite  
24 answered was how to handle the deseg order. But  
25 additionally, it's a matter of a checklist.

1           And the school, I will tell you having a child  
2 that attended a charter school, and having choice in this  
3 county is important. It's important to me, it's important  
4 to the district I believe. It's important to the families  
5 and also to the charter schools. And especially, we are  
6 very fortunate to have high-performing charter schools in  
7 our district. I welcome the opportunity to even have more  
8 schools at the district.

9           But I was very thankful to hear Mr. Gibson --  
10 maybe there was some confusion. Maybe they can take the  
11 suggestions, reframe and address and return, which I at  
12 that point would find the ability to support. But based on  
13 the superintendent's recommendation and the applicant's  
14 opportunity to speak in front of the Board, offering that  
15 as a solution, I made the motion to table.

16           MR. MCCAIN: Mr. Frost, would you like to speak  
17 to your second?

18           MR. FROST: Yes. Thank you, Mr. Chair. And a  
19 lot of it was mentioned by Board Member Simchick.

20           Unfortunately this format doesn't really lend  
21 itself to back and forth. So, you know, we receive a giant  
22 binder and then we go through it, we do our due diligence,  
23 we do our research, and thank the team who put together  
24 this. Clearly a ton of work went into it.

25           But at the same time, it's a process. And my

1 understanding is that there is like a sensitive window, May  
2 through June, where we can receive these applications and  
3 therefore consider them. And perhaps all the ducks weren't  
4 in a row.

5 But in concept, you know, a bilingual school  
6 seems like a neat thing for the community to have, you  
7 know, to consider. And Dr. Rendell and I have discussed  
8 this and, you know, he can speak to it.

9 But there are a number of issues with this  
10 application, like the bylaws thing and, you know -- maybe,  
11 you know, as a constitutional officer, I don't know that I  
12 can approve something that countermands case law.

13 But certainly parental choice, you know, I trust  
14 parents. And to have different opportunities and, you  
15 know, competition is a good thing. I'll actually be in  
16 Miami Thursday and I hope to drop by the school and see it  
17 in action.

18 And hopefully the motion to postpone  
19 indefinitely, or if we're going to resume it again -- or  
20 postpone time certain or table; which I understand is only  
21 for this meeting and our attorney can speak to that. But I  
22 second the motion to give the sides time to communicate.  
23 You know, communication is an important piece.

24 And again, I respect Dr. Rendell's, you know,  
25 very deliberate presentation of the facts and concerns.

1 I'd like to have -- especially, you know, now that we've  
2 heard that, you know, there was a miscommunication as to  
3 whether they could attend a second meeting. You know, that  
4 in particular is why I decided to second it because, you  
5 know, if they didn't know that they had an opportunity to  
6 continue the conversation, then it's important that that  
7 might happen to me.

8 MR. MCCAIN: Ms. Jimenez.

9 MS. JIMENEZ: Thank you.

10 I would like to urge the Board members to really  
11 think about this. We had, I was on the Board when the  
12 application for Somerset Academy came before us on  
13 October 22, 2013. And at that time there were deficiencies  
14 in the educational plan, the organizational plan and the  
15 business plan.

16 From that date, they submitted an application for  
17 hearing last year and at the last moment they withdrew it.

18 So my concern is that from 2013 when they were  
19 denied to the time that they brought an application before  
20 us and pulled it at the last minute, after the school  
21 district spent an inordinate amount of time -- because that  
22 pile of documents that you saw is the result of that  
23 research. So they had opportunities to get the corrected  
24 document.

25 And the question I would be asking is after it's

1 been corrected for you and after you submitted it in 2013  
2 and it was denied, it is still full of mistakes. It says,  
3 and as one of the speakers said to us, that it was a  
4 replication application, but in reality, during the  
5 questioning when they were asked about things such as  
6 curriculum or code of conduct, they stated that they would  
7 do what the school district is doing. That is not a  
8 replication.

9           And I think it is unfortunate -- I am all for  
10 choice in that sense of having quality schools with  
11 accountability. And I actually had the conversation with  
12 Dr. Rendell when I heard that this was submitted, and I  
13 said to him, I said, you know, if they have a good  
14 application, I am going to have no choice but to support  
15 it. Because the idea of a dual language program -- there  
16 was an article in the New York Times on October 9th about  
17 dual language programs. And actually the school that was  
18 highlighted, my nephew attends that school. It's not a  
19 charter school, it's actually a public school. And I think  
20 it's been a missed opportunity for us to do that as a  
21 public school district.

22           So I very sadly said to Dr. Rendell if this is a  
23 good application, I have to support it because I owe it to  
24 the parents of Indian River County to make sure that we  
25 have options.

1           However, after looking at the application and  
2 looking at the deficiencies in the application, we have the  
3 same issues, a lot of the same issues that we had in 2013.

4           My biggest concern is, even though there's no  
5 statute around this, all of the board members are, none of  
6 them are from Indian River County. Look at our charter  
7 school. Our five charter schools in Indian River County  
8 have local board members. They meet in Indian River  
9 County.

10           Parents that have to attend the board meeting or  
11 that have issues with their children are going to have to  
12 go out of county to be heard. That is just not local  
13 control, it is not best practice.

14           The amount of deficiencies in terms of it not  
15 being a replication, the issues around students with  
16 disabilities, the whole issue around the deseg order --  
17 there's no specific targeted population identified to  
18 determine whether the charter school can meet the  
19 desegregation order. The school that is being replicated,  
20 so the A example that we're told we're going to be modeled  
21 after, is under investigation for racial disparity.

22           There are issues around transportation. These  
23 schools are supposed to be a choice for all students, all  
24 students, not just those that have access.

25           The educational plan is generic. There is no

1 clear plan of how students acquiring proficiency levels in  
2 a second language will be monitored in a school whose  
3 mission is to bilingually foster school achievement by  
4 providing a technologically innovative and challenging  
5 environment.

6           Throughout the application it is stated that the  
7 school will be a replication school but will use the  
8 sponsor's curriculum. Now, that's crazy. We're  
9 replicating this wonderful school and we're not even using  
10 the curriculum that this wonderful school is using for  
11 their students?

12           You know, Board members, this is not about  
13 agendas, about whether we support charter schools or not.  
14 This is about doing what is right for our students and for  
15 taxpayer dollars to be invested for students.

16           There was an article that I downloaded, an audit  
17 that was done at a Somerset Academy in Miami/Dade that has  
18 the same management company, where they funneled grant, a  
19 grant without even consulting the board. And they did it  
20 on their own. There are issues here.

21           The folks that are mentioned in the application,  
22 Mr. Zulueta and Magdalena Fresen, if that name rings a  
23 bell, that's one of our legislators. There is a lot of  
24 politicking going on with this.

25           I would in a heart beat support a dual language

1 school that is not a political agenda for this community.  
2 An application that is what it says it is, that's a  
3 replication, that is looking at the deseg order, that has  
4 strong assessment for what they say they're doing, I  
5 welcome it, bring it on. I don't see how we can justify  
6 tabling this to give people an opportunity to politic.

7 This is about students. I love the idea of dual  
8 language. But this is not the way. We are under a deseg  
9 order. This needs to be accessible to all students.

10 And this application, in 2013 they had the same  
11 problems. How can they come before us with the same issues  
12 being unanswered, after the school district corrected the  
13 application for them? To me that is not seriousness, that  
14 sounds like one of these charter management companies just  
15 throwing applications throughout the state of Florida and  
16 figuring out which one sticks because they have been able  
17 to manipulate the perception of Board members.

18 I cannot support tabling this. They've had  
19 opportunities.

20 I would like to ask a question. And Dr. Rendell,  
21 I don't know if that question can be answered. The one  
22 thing about this that I am concerned about was the comment  
23 that was made that the, Mr. Gibson mentioned that they were  
24 led to believe that they were not, there was no need for  
25 them to be there at the second meeting. I would be

1 concerned -- whether I support this or not is irrelevant in  
2 terms of the district doing the right thing. I believe we  
3 have to be transparent about what we do.

4 So is there any way, Dr. Rendell, to find out if  
5 that, indeed, is a true statement?

6 DR. RENDELL: I believe what Mr. Gibson said, I  
7 can't speak for him, but I believe what he said is they  
8 were under the impression that they weren't going to be  
9 allowed to give any input. And that is correct. Staff, it  
10 was a reporting out meeting where they were going to report  
11 out their findings and they would have been allowed to be  
12 in the audience, but there was not going to be any  
13 dialogue. Since there would not be any dialogue, I believe  
14 that's why they made the decision not to come.

15 MR. MCCAIN: Ms. Simchick.

16 MS. SIMCHICK: Thank you.

17 I do feel the need for a rebuttal because  
18 everybody's allowed their opinion.

19 This document and application is flawed. I never  
20 said it wasn't. I said I would support the  
21 superintendent's recommendation.

22 But it is no way a political agenda of this Board  
23 member for a charter school. It is no way a manipulation,  
24 I heard, of the perception of a Board member.

25 What it is is procedural. An application was

1 submitted. And I spoke to our attorney. If we denied this  
2 application, the applicant would have the right to appeal  
3 with the State Board of Education who most likely would  
4 approve it flaws and all.

5 So in working with the applicant, and through  
6 their own admission, if we table the item, then they have  
7 the opportunity to withdraw. The olive branch is out.  
8 This Board has done everything over and over again to try  
9 to get this school in a fairness in an application. And I  
10 am willing to table the item and allow them to withdraw and  
11 allow them to address our concerns, because the  
12 alternative, the appeal, does not appeal to me. Because I  
13 want to see an application that's clean or I can't approve  
14 it. And I don't want to be forced into opening a charter  
15 school that is a sublevel, have all the issues that you  
16 mentioned. I don't want to see that.

17 And so it is not a manipulation, it was a sense  
18 of again fairness so that this district could proudly say  
19 that they have allowed every opportunity for them to fix  
20 their repeated mistakes of not correcting the items that  
21 are flawed in their application.

22 So I just had to clarify that and the reason for  
23 my framing of that motion.

24 MR. MCCAIN: Mr. Searcy.

25 MR. SEARCY: You know, there's a lot of issues in

1 the application, but the two things that stuck out to me is  
2 this same group has had schools, charter schools in both  
3 Brevard and Orange County that failed. And I mean, it's in  
4 their application so I'm assuming it's correct.

5 But I don't want to be involved in a charter  
6 school coming to our county that's going to fail -- is  
7 going to get money from somebody, somewhere -- come into  
8 our county and fail. We have an extremely strong charter  
9 school group here that -- and all of the charter schools,  
10 they're the best in the county by the way. And if this  
11 group has had schools in other counties that have failed, I  
12 don't want them here. I won't support -- I mean I'll  
13 support the superintendent in denial.

14 MR. MCCAIN: Ms. Jimenez.

15 MS. JIMENEZ: No, and it's true. And Ms.  
16 Simchick makes a good point because we had a situation,  
17 this Board, that denied an application. And the committee  
18 that reviewed the application spent eight hours or  
19 something like that reviewing it. And when it went to the  
20 Board of Education, in like five minutes they overturned  
21 the ruling even though the committee that explored the  
22 application for eight hours sided with the school district.  
23 So I know that whether we like it or not, the chance of an  
24 appeal favoring the applicants, it's beyond our control.

25 But I don't want to vote because I believe that

1 if they didn't take the time to do the right thing right  
2 now for this approval, once they are given the go ahead,  
3 it's a done deal. We can't hold them accountable. We've  
4 said they don't have -- you know, all this stuff that we  
5 say they don't have, we can't force them to do it. We have  
6 no authority.

7           So I would vote against it because I want it to  
8 be clear that this Board -- and I have the hope that maybe  
9 in Tallahassee they will do the right thing. But I hear  
10 you because it's already happened once. But I'm not going  
11 to vote for it just out of fear because I just don't think  
12 that's the thing to do.

13           And again, we're entitled, you know, we always  
14 have differences of opinion and that's okay because that's  
15 how we hash it out. And you reminded me of that specific  
16 point. If it goes to appeal, we may be forced to do this  
17 whether we like it or not.

18           And the other issue with this is that we are very  
19 stable in our population of students and we don't need  
20 another school. We just don't need another school. We are  
21 not at this capacity issue where we need a school. And  
22 when the charter committee met, I think it was last year,  
23 there were folks from all sides and all perspectives on  
24 charter schools, that was one of the questions that was  
25 brought up that people wanted to discuss.

1           You know, a school district will build a school  
2 when it needs it. Charter schools are allowed to go to a  
3 school district and put a school because they want it  
4 there. And there's no local input do we need a school, do  
5 we have no capacity that we need another school. But the  
6 State has not ever responded to that concern which is a  
7 valid concern. So, you know, it is very political  
8 regardless.

9           But I just, they've had chances since 2013 and I  
10 can't see as a Board member in good conscience saying okay,  
11 go ahead because it's inevitable. I'd rather be seen as  
12 saying no, this is wrong for our school district. If we  
13 get it, we'll deal with it.

14           MR. MCCAIN: Mr. Frost.

15           MR. FROST: Thank you, Mr. Chair.

16           And this is a political issue. And there are a  
17 number of flaws with this application. And I've said many  
18 times that Tallahassee acts when local districts don't do  
19 the right thing. And we saw that in the past case with the  
20 approval of another public charter school.

21           That's another point I'd like to make. It's been  
22 said to me that there's this contrast between charter and  
23 public school. Charter schools, the full name is public  
24 charter schools. They are public schools. You don't have  
25 to pass a special test to go there. They are public school

1 children.

2           So, you know, and need is not a requirement.  
3 It's important that the folks at home know that. There is  
4 no need. But if there were a need, I mean if there were a  
5 need to demonstrate need -- like if you build a hospital,  
6 you have a Certificate of Need. We are a C district in a C  
7 state. That's a need. Innovation can bring the change.  
8 You know, it's one of those deals where competition raises  
9 all boats.

10           So it's not as though I think, to Ms. Jimenez and  
11 Board Member Simchick's point, you know, this is a perfect  
12 application. It's not. And I think that it's important to  
13 give it time to develop and to address any deficiencies.

14           So having said that, I think we're probably ready  
15 to call. Thank you, Mr. Chair.

16           MR. MCCAIN: Any further discussion?

17           MR. SEARCY: Call the question.

18           MR. MCCAIN: The motion before us is to table  
19 this item. We do have a second. Right now we'll call for  
20 a vote. All those in favor signify by saying aye.

21                           (Aye)

22           MR. MCCAIN: Any opposed?

23                           (Nay)

24           MR. MCCAIN: Opposed. Motion fails 2-3.

25           So now, Ms. D'Agresta, do we go back to item E,

1 open it back up since it -- the motion was to table it.  
2 That was denied. That was voted down. Now we're still on  
3 E?

4 MS. D'AGRESTA: It's C.

5 MR. MCCAIN: I apologize. I'm looking at D on my  
6 sheet and I'm going the wrong way. Item C, we're still on  
7 C?

8 MS. D'AGRESTA: Yes, sir. And so if there's a  
9 motion the Board could pass, that would be appropriate.

10 MR. MCCAIN: I'll entertain a subsequent motion  
11 at this time.

12 MR. SEARCY: I'll move for approval to deny.

13 MR. MCCAIN: Mr. Searcy.

14 Do I have a second?

15 MS. JIMENEZ: Second.

16 MR. MCCAIN: Thank you, Ms. Jimenez.

17 Mr. Searcy, would you like to speak to your  
18 motion?

19 MR. SEARCY: No, sir.

20 MR. MCCAIN: Ms. Jimenez, your second?

21 MS. JIMENEZ: No, thank you.

22 MR. MCCAIN: Any further discussion?

23 MS. SIMCHICK: Yes. Again, the table was not  
24 based on the application.

25 But I have a question. And because the applicant

1 requested it, my discussion, which I must share with my  
2 peers, with the attorney was that we could deny it and they  
3 could appeal it, or they could withdraw. And I saw a, what  
4 I thought was a fumble attempt to withdraw. And actually  
5 she said they could withdraw and then address the items  
6 that they found in the second finding.

7 If this Board was to deny, do they still have the  
8 opportunity to withdraw after a denial and keep the  
9 application open?

10 MS. D'AGRESTA: If the School Board denies the  
11 application, at that point the process is over except for  
12 appeal rights that are set forth in the law.

13 A charter applicant can always withdraw an  
14 application. This application could be revised and  
15 resubmitted during the next application session, if you  
16 will, the time period for applications. The statute allows  
17 an applicant to submit a draft by May 1st, and then the  
18 school district staff have an opportunity to review and  
19 provide comments on the draft. I think the deadline is,  
20 the comments have to be back by either June 30th or July  
21 1st, and then the applicant can submit a final application  
22 by August 1st. Those are kind of the timelines in the  
23 statute. So there's that possibility for there to be a  
24 draft application of this high-performing replication be  
25 submitted by May 1st is the deadline.

1 I think a charter applicant has a lot of  
2 different options to fix issues. There's always technical  
3 assistance being provided by the Department of Education.  
4 And I know that district staff as well, the coordinators of  
5 charters, also speak to applicants about our internal  
6 processes here in Indian River to try and assist with an  
7 application. So I think there are lots of options.

8 But yes, certainly you can deny, they can  
9 withdraw, you can approve. I mean, there's lots of  
10 different things you can do with an application. But we  
11 have to be mindful of the deadlines that are set by statute  
12 so that we can process an application and have them be able  
13 to open their school by the school year.

14 MS. SIMCHICK: So I'm confused. What is the cut  
15 off deadline?

16 MS. D'AGRESTA: August 1st is the final deadline  
17 for a charter application, a final clean application to be  
18 submitted for the district, and then the district has a  
19 time period to review it and then bring a recommendation  
20 forward.

21 MS. SIMCHICK: So then by removing or withdrawing  
22 their application, what would be the cut off if they were  
23 to clean up their issues as they had suggested tonight?  
24 What would be the return?

25 MS. D'AGRESTA: By statute, it's August 1st.

1 MS. SIMCHICK: Of next year.

2 MS. D'AGRESTA: Yes.

3 MS. SIMCHICK: So they have a year.

4 MS. D'AGRESTA: Yes, yes.

5 MS. SIMCHICK: So by denial tonight, they cannot  
6 submit it again until April, did I hear you, or May 1st?

7 MS. D'AGRESTA: May 1st for a draft.

8 MS. SIMCHICK: For a draft.

9 MS. D'AGRESTA: It's not required. But charter  
10 schools may submit a draft application to get some feedback  
11 from the district staff ahead of the final August 1st  
12 deadline.

13 MS. SIMCHICK: I think I have that then.

14 So as I said then based on the information that  
15 my attorney is giving me and based on -- I just want to  
16 make clear that I fully support -- I will not be able to  
17 support the motion, but I fully support the  
18 superintendent's denial. I fully believe in the areas that  
19 need to be cleaned up. But based on my personal witness to  
20 the applicant who are willing to continue to work and the  
21 misunderstanding that they spoke of, I would, you know,  
22 support my earlier feelings of having that.

23 But I do support the superintendent. I just want  
24 to make that clear. I do support your reason for denial.  
25 And it is a flawed application. I was hoping that we

1 could, in a sense of community, have you address those  
2 concerns even though you hadn't. But that does not look  
3 possible at this time. So --

4 MR. MCCAIN: Any further discussion?

5 MR. SEARCY: Call the question.

6 MR. MCCAIN: Yes, sir.

7 MR. SEARCY: Call the question.

8 MR. MCCAIN: I apologize, I thought that you said  
9 that you a question.

10 Mr. Frost.

11 MR. FROST: I do. Thank you. Thank you, Mr.  
12 Chair. And I do understand the vice-chair has called for  
13 the question.

14 I do think that we need to -- and it's been  
15 brought out before, but I would like an opinion from our  
16 attorney on this. Can we as constitutional officers do  
17 something that may put us in peril as far as the  
18 desegregation order? If we're under a federal  
19 desegregation order, can I vote to approve something that  
20 knowingly violates that? Not to put you on the spot or  
21 anything. It's constitutional law, let's hear it.

22 MS. D'AGRESTA: Yes, sir. The School Board has  
23 been ordered by a federal court to attain certain criteria,  
24 if you will, with regard to student attendance and with  
25 regard to employees. And no, you may not knowingly take

1 action to violate that consent decree. If you do, you just  
2 must be aware that the federal court still has continuing  
3 jurisdiction over the case and could entertain some sort of  
4 sanction or call you back into court to discuss, you know,  
5 your declination to adhere to that consent decree.

6 So you shouldn't, I'll put it that way it, you  
7 really shouldn't violate your consent decree. If you do,  
8 please be aware there may be sanctions.

9 MR. FROST: Thank you.

10 And I guess the same applies to Rhea vs. Alachua  
11 Schools as far as the bylaws not requiring local meetings,  
12 where I guess that case law says that the potential, as  
13 their bylaws are written now on page 5 of 13 or page 209 of  
14 342 of our action item C in our agenda, it addresses  
15 specifically the legal implications of violating the  
16 Sunshine Law by having a, potentially having a board  
17 meeting as it exists now in their bylaws at their corporate  
18 headquarters, or I'm sorry, their out-of-town headquarters  
19 and thereby, you know, not allowing an open meeting  
20 process. Is that the same?

21 MS. D'AGRESTA: That issue is slightly different.  
22 That's a state law requirement. As you know, charter  
23 schools are governed by the Sunshine Law which is the same  
24 law that you are required to comply with and have your  
25 meetings in public.

1           The application, the cold reading of the  
2 application indicates that the governing board will have  
3 two meetings every school year here in Indian River County.  
4 That's required by law and they've recited that in their  
5 application.

6           The issue that was raised had to do with a parent  
7 dispute resolution process. It was a multi-step process  
8 and the final step, I think it was four or five steps, the  
9 final step for a parent of a child here in Indian River was  
10 to attend a governing board meeting and address the  
11 governing board with that complaint, whatever their  
12 complaint may be. The issue raised was you're going to  
13 have two meetings a school year. There was a concern that  
14 the parent's complaint would not be able to be finally  
15 resolved in a timely manner, okay.

16           And so part of the discussion during the  
17 interview process was that the charter school governing  
18 board was looking at a way for parents to attend remotely.  
19 So that if the governing board was going to be meeting in  
20 Fort Lauderdale or if a charter governing board was going  
21 to be meeting in Jacksonville, that if there was an Indian  
22 River parent with a concern that needed to be addressed by  
23 the governing board, that they would just attend that  
24 meeting remotely and have the governing board determine or  
25 decide or do whatever they were going to do about the

1 Indian River issue at their meeting in Jacksonville or  
2 Miami or Broward.

3           What the Alachua school board case tells us is  
4 when the Alachua school board needs to make a decision,  
5 they need to take action with regard to an Alachua school  
6 board issue, that case law tells us they have to do it  
7 within their jurisdiction. They have to be physically,  
8 their quorum must be physically present in Alachua County.

9           And with the process that was being suggested to  
10 address a dispute resolution with a parent, that Sunshine  
11 Law issue was not going to be complied with because the  
12 governing board would be taking action, a discussion  
13 regarding Indian River charter school issues, somewhere  
14 else, either down south or up north.

15           In addition to that, there's been a very recent  
16 attorney general opinion, again on Sunshine Law, with  
17 regard to a board of trustees for a pension down in South  
18 Florida. And in that particular opinion -- again, the  
19 attorney general this time, not a court -- came to the  
20 conclusion that the board of trustees could not go to, I  
21 think it was Massachusetts, and hold interviews and  
22 meetings up in Massachusetts regarding a South Florida  
23 board of trustees issue because they really had  
24 jurisdiction there, they needed to physically produce their  
25 meeting, have a physical quorum in their jurisdiction.

1           So that lends to the issue of if, if that's the  
2 way this governing board is going to operate, that perhaps  
3 they would call meetings in other areas of the state but  
4 actually address Indian River County charter school issues  
5 and make decisions, that it's going to raise a Sunshine Law  
6 issue with regard to that attorney general opinion I  
7 mentioned as well as the Rhea/Alachua school board case.

8           So that's why I included some language in the  
9 analysis suggesting that we either need a court declaration  
10 or perhaps something from the Florida attorney general's  
11 office that gives some guidance that a charter school can  
12 behave in this way because they're governed by the same  
13 Sunshine Laws as you are.

14           So Sunshine Law, I don't know, you may find that  
15 I am exceedingly conservative with regard to Sunshine Law  
16 because there are criminal penalties and I want to be sure  
17 that elected officials are well within the law and be sure  
18 that our meetings comply. So that was the purpose of  
19 adding that in.

20           Did I clarify?

21           MR. FROST: You did. Thank you.

22           And it's because they're public schools; right?

23           MS. D'AGRESTA: Yes.

24           MR. FROST: Okay. Thank you.

25           MR. MCCAIN: Anything further -- I'm sorry. Are

1 you done?

2 MR. FROST: No, I appreciate your indulgence,  
3 Mr. Chair, because this is a very important decision and I  
4 like to make informed decisions as best I can. So thank  
5 you for the time.

6 MR. MCCAIN: That's all right.

7 Any further discussion?

8 Seeing none, all those in favor signifying by  
9 saying aye.

10 (Aye)

11 MR. MCCAIN: Any opposed?

12 (Nay)

13 MR. MCCAIN: Four-one or 3-2?

14 MR. FROST: Four-one.

15 MR. MCCAIN: Four-one. Motion carries 4-1 this  
16 time.

17 The next item is item D, approval for the  
18 superintendent's recommendation to deny charter application  
19 for Somerset Middle School.

20 Excuse me. Before we move on to that, we do have  
21 some speakers to this item. The first speaker is Charles  
22 Gibson.

23 MR. GIBSON: Good evening again.

24 I guess I have no new information other than I  
25 can address certain items concerning the desegregation

1 order. And as I spoke at the initial public hearing, one  
2 of the things that we pointed out in terms of the  
3 desegregation order was that there's a distinction between  
4 your public school and a charter school in the sense that  
5 you all have certain geographical areas. And one of the  
6 questions that was raised was where are you going to be  
7 located. And our response was we, number one, we didn't  
8 want to divulge that information because if, since it was a  
9 public meeting, if we began negotiations with a potential  
10 landlord, then they would know "Oh, you're coming here, so  
11 now we're going to jack up the price." So that was one of  
12 the rationale behind it. And in addition to, the statute  
13 does not say that we have to have a location set in the  
14 application.

15 But going back directly to the desegregation  
16 order, one of the quagmires in that whole process is as a  
17 charter school, we can't dictate who walks in our doors.  
18 So hypothetically, if we get an overwhelming group of  
19 students, hypothetically if it's Hispanics or whites or  
20 blacks, then we would craft, of course, to make sure that  
21 we follow the desegregation order accordingly. But if it  
22 comes out to be those same percentages, then we will follow  
23 that. And I think that that's really the biggest issue  
24 that we have and that's what we explained to them. Because  
25 how can we control which parents would apply? And once

1 they apply and are accepted, how can we then remove or  
2 adjust students to fit a desegregation order? So that's  
3 kind of the quagmire that we're in in terms of compliance.  
4 I mean, listen, we're in the position of compliance.

5 One of the things, one of the comments that was  
6 made, that we had two failing schools in other counties, we  
7 closed those schools because -- it's not that they weren't  
8 academically sufficient. Parents did not want to attend.  
9 It was a numbers thing. Parents weren't interested, so  
10 that's one of the reasons we closed. It wasn't that we  
11 failed, it wasn't that we were out of compliance. But  
12 again, this is a choice.

13 If we have a school here and parents do not want  
14 to attend, then we'll have a school with either a smaller  
15 enrollment or we won't have the school open. It is a  
16 school of choice.

17 And so I make these comments because I think that  
18 it's a little unfair to take certain things in isolation  
19 because we have to look at the circumstances. And that's a  
20 part of the dialogue that we were talking about.

21 When there's allegations that we're mismanaging  
22 funds or that we're failing, I mean, that's simply not  
23 true. I mean, if you look at nationwide, we have some of  
24 the top schools in the nation. I mean, we do. If you look  
25 at statewide, we have some of the top schools in the

1 nation. We have about --

2 MR. MCCAIN: It's three minutes. Yeah, please  
3 wrap it up.

4 MR. GIBSON: Just in closing, I mean, we have  
5 probably about 47 schools in our network and 95 percent of  
6 them are above B average. So, you know, we want to bring  
7 that, we want to bring that to this county.

8 Thank you for the time and I appreciate it.

9 MR. MCCAIN: Thank you.

10 Our next speaker is Adriana Lima.

11 MS. LIMA: Thank you for your time.

12 I actually just wanted to clarify. I believe the  
13 schools that you're referring to in Brevard and Orange are  
14 part of addendum C and none of those schools were Somerset  
15 schools actually. So Somerset Academy has not closed a  
16 school in Brevard or Orange County.

17 The other statement I believe that was made was  
18 that SoMi is currently, or Somerset South Miami is  
19 currently under investigation. Somerset is not currently  
20 under investigation.

21 So I just wanted to make those two points of  
22 clarification. Thank you.

23 MR. MCCAIN: Our next speaker is Mr. Richard  
24 Moreno.

25 MR. MORENO: Pass.

1 MR. MCCAIN: You pass, okay. Thank you.

2 The item before us is action item D, approval for  
3 the middle school.

4 Dr. Rendell.

5 DR. RENDELL: Thank you, Chairman McCain.

6 It is my recommendation that the School Board  
7 deny the application for Somerset Academy for the  
8 replication of a charter middle school here in Indian River  
9 County. The application is to replicate a charter middle  
10 school in Miami. The review committee found several  
11 deficiencies in the application, and as a result of that, I  
12 am recommending denial.

13 MR. MCCAIN: I'll entertain a motion at this  
14 time.

15 MR. SEARCY: So move.

16 MR. MCCAIN: Thank you, Mr. Searcy.

17 Do I have a second?

18 MS. JIMENEZ: Second.

19 MR. MCCAIN: Thank you, Ms. Jimenez.

20 Mr. Searcy, would you like to speak to your  
21 motion?

22 MR. SEARCY: No.

23 MR. MCCAIN: Ms. Jimenez, your second?

24 MS. JIMENEZ: Dr. Rendell, is there any  
25 possibility of addressing the allegation that there is a

1 current Somerset school, the one that the replication model  
2 is after? In your document to us, there is a statement,  
3 and in parentheses, a reference to that statement, and that  
4 is being denied by the applicants. Can we just have a  
5 little clarification on that.

6 DR. RENDELL: It's my understanding that the City  
7 of South Miami is investigating the racial disparities of  
8 membership at the elementary school that they're  
9 replicating.

10 Dr. Fritz, I believe you asked the questions  
11 regarding that in the interview process?

12 DR. FRITZ: Thank you, Dr. Rendell.

13 The reference that you're speaking of,  
14 Ms. Jimenez, is a Miami Herald article. There's actually a  
15 series of two, one from this summer and one from I believe  
16 February of 2015, where the Miami Herald reported that they  
17 were under investigation. So it was just a citation of  
18 what was in the newspaper article. We are aware that there  
19 is a justice center with the University of Miami that has  
20 been trying to work with them to resolve the issues, and as  
21 we understand it, as of the date of the interview, that  
22 resolution process is in accordance currently.

23 DR. RENDELL: But to confirm, when you asked  
24 about that in the interview process, they confirmed that  
25 they were working with that group to remedy that situation.

1 DR. FRITZ: Yes. They verified they were working  
2 with the organization in Miami to work on that issue.

3 MR. MCCAIN: Any further discussion?

4 MS. JIMENEZ: Thank you.

5 MR. MCCAIN: Ms. Simchick.

6 MS. SIMCHICK: Yes. And again, there was no  
7 sense to make a motion to table and deny again.

8 But I just want to make clear that I am not in  
9 favor of approving this application. But my personal  
10 integrity, in the spirit of allowing everybody a free  
11 moment to amend or rectify any complaints, I want to make  
12 sure that I have extended the extra yard. I support again  
13 the superintendent, but I am neither denying or approving  
14 this application at this time.

15 MR. MCCAIN: Any further discussion?

16 MR. FROST: Thank you, Mr. Chair.

17 So if the noted deficiencies in the application  
18 go to the State Board of Education, will they amend them or  
19 just approve the application? I'm sorry, I'm new here  
20 remember. How does that work?

21 DR. RENDELL: I'm not sure we can tell you.

22 MS. D'AGRESTA: Yes, I don't know that I can  
23 predict what the State Board of Education will do. But  
24 typically the process is that the State Board of Education  
25 either approves or rejects this Board's action, or any

1 school board's action. The State Board of Education should  
2 not be revising applications, it should not be, you know,  
3 adding or subtracting from applications, it should just be  
4 looking at the information presented to it and making its  
5 decision on that information.

6 MR. MCCAIN: Any further discussion?

7 MR. FROST: Just to be clear, so it could come  
8 back as it is approved from the, it's possible that it  
9 could come back as it is approved from the State.

10 MS. D'AGRESTA: Yes, sir. The State Board of  
11 Education can approve or deny -- excuse me, approve or  
12 reject this Board's action.

13 So if the State Board -- let's take the  
14 scenarios. If the State Board of Education decides to  
15 accept what this School Board has done if an appeal is  
16 filed -- I mean, let's step back. If an appeal is filed,  
17 the State Board has the option to approve or agree with  
18 what this School Board has done.

19 The State Board of Education also has the option  
20 of rejecting what this School Board has done. And what the  
21 statute says is the State Board would then return the  
22 application to this School Board for the School Board to  
23 also approve. So it would come back as it went up. So it  
24 would basically look the same.

25 The School Board at that point, of course, would

1 have its appeal rights to the Fourth District Court of  
2 Appeal if you wished to challenge the action of the State  
3 Board of Education.

4 MR. FROST: And that's the reason I wished we  
5 worked together on this rather than getting the potential  
6 of having something come back to us that's completely  
7 untenable. We'll have to go through the appeal process,  
8 assuming they appeal and then we appeal their appeal and,  
9 you know, on and on, rather than working together to bring  
10 what looks like a pretty neat school to the district. it's  
11 unfortunate.

12 Thank you, Mr. Chairman.

13 MR. MCCAIN: Any further discussion?

14 All those in favor signify by saying aye.

15 (Aye)

16 MR. MCCAIN: Opposed?

17 (Aye)

18 MR. MCCAIN: Motion carries 3-2, Ms. Stang.

19 (End of discussion)  
20  
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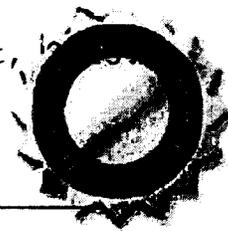
1 STATE OF FLORIDA )  
2 ) SS  
3 COUNTY OF INDIAN RIVER )

4 CERTIFICATE

5  
6 I, PATRICE C. HENSLEY, Notary Public of the State  
7 of Florida at Large, certify that I was authorized to and  
8 did stenographically report the foregoing proceedings and  
9 that the transcript is a true and complete record of my  
10 stenographic notes.

11 DATED this 18th day of August, 2010

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13 *Patrice C Hensley*



14 PATRICE C. HENSLEY  
15 THIS TRANSCRIPT IS DIGITALLY  
16 SIGNED. SHOULD THERE BE ANY  
17 CHANGE MADE, THE SIGNATURE WILL  
18 DISAPPEAR.  
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| <p><b>vote</b> 5:12 18:25<br/>19:7,11 21:20<br/>26:19<br/><b>voted</b> 22:2<br/><b>vs</b> 27:10</p> <hr/> <p style="text-align: center;"><b>W</b></p> <hr/> <p><b>waive</b> 6:1<br/><b>walks</b> 32:17<br/><b>want</b> 3:17 5:4,20<br/>6:1 17:13,14<br/>17:16 18:5,12<br/>18:25 19:7<br/>20:3 25:15,23<br/>30:16 32:8<br/>33:8,13 34:6,7<br/>37:8,11<br/><b>wanted</b> 4:7<br/>19:25 34:12,21<br/><b>wants</b> 5:22<br/><b>wasn't</b> 16:20<br/>33:10,11<br/><b>way</b> 15:8 16:4<br/>16:22,23 18:10<br/>22:6 27:6<br/>28:18 30:2,12<br/><b>we'll</b> 6:6 20:13<br/>21:19 33:14<br/>39:7<br/><b>we're</b> 4:19 7:17<br/>10:19 13:20,20<br/>14:8,9 19:13<br/>21:14 22:2,6<br/>26:18 32:11<br/>33:3,4,21,22<br/><b>we've</b> 11:1 19:3<br/><b>WEISS</b> 2:12<br/><b>welcome</b> 4:19<br/>6:16 9:7 15:5<br/><b>went</b> 9:24 18:19<br/>38:23<br/><b>weren't</b> 10:3<br/>16:8 33:7,9<br/><b>whites</b> 32:19<br/><b>WILLIAM</b> 2:6<br/><b>willing</b> 17:10<br/>25:20</p> | <p><b>window</b> 10:1<br/><b>wished</b> 39:2,4<br/><b>withdraw</b> 17:7<br/>17:10 23:3,4,5<br/>23:8,13 24:9<br/><b>withdrawing</b><br/>24:21<br/><b>withdrew</b> 11:17<br/><b>witness</b> 25:19<br/><b>wonderful</b> 14:9<br/>14:10<br/><b>words</b> 6:17<br/><b>work</b> 9:24 25:20<br/>36:20 37:2,20<br/><b>worked</b> 39:5<br/><b>working</b> 6:15<br/>17:5 36:25<br/>37:1 39:9<br/><b>wrap</b> 34:3<br/><b>written</b> 27:13<br/><b>wrong</b> 20:12<br/>22:6</p> <hr/> <p style="text-align: center;"><b>X</b></p> <hr/> <p style="text-align: center;"><b>Y</b></p> <hr/> <p><b>yard</b> 37:12<br/><b>Yeah</b> 34:2<br/><b>year</b> 11:17 19:22<br/>24:13 25:1,3<br/>28:3,13<br/><b>years</b> 6:16<br/><b>yield</b> 5:18,22,25<br/>6:7,10<br/><b>York</b> 12:16</p> <hr/> <p style="text-align: center;"><b>Z</b></p> <hr/> <p><b>Zulueta</b> 14:22</p> <hr/> <p style="text-align: center;"><b>0</b></p> <hr/> <p style="text-align: center;"><b>1</b></p> <hr/> <p><b>110</b> 7:10<br/><b>111</b> 2:13<br/><b>13</b> 1:8 27:13<br/><b>15</b> 6:16<br/><b>18th</b> 40:11<br/><b>1990</b> 1:3</p> | <p><b>1st</b> 23:17,21,22<br/>23:25 24:16,25<br/>25:6,7,11</p> <hr/> <p style="text-align: center;"><b>2</b></p> <hr/> <p><b>2-3</b> 21:24<br/><b>2000</b> 2:13<br/><b>2013</b> 11:13,18<br/>12:1 13:3<br/>15:10 20:9<br/><b>2015</b> 1:8 36:16<br/>40:11<br/><b>209</b> 27:13<br/><b>22</b> 11:13<br/><b>25th</b> 1:3</p> <hr/> <p style="text-align: center;"><b>3</b></p> <hr/> <p><b>3-2</b> 31:13 39:18<br/><b>30th</b> 23:20<br/><b>32801</b> 2:14<br/><b>32960</b> 1:4<br/><b>33134</b> 2:16<br/><b>342</b> 27:14</p> <hr/> <p style="text-align: center;"><b>4</b></p> <hr/> <p><b>4-1</b> 31:15<br/><b>46,000</b> 6:25<br/><b>47</b> 34:5</p> <hr/> <p style="text-align: center;"><b>5</b></p> <hr/> <p><b>5</b> 27:13</p> <hr/> <p style="text-align: center;"><b>6</b></p> <hr/> <p><b>6:00</b> 1:9 3:3<br/><b>6340</b> 2:16</p> <hr/> <p style="text-align: center;"><b>7</b></p> <hr/> <p><b>75</b> 7:9</p> <hr/> <p style="text-align: center;"><b>8</b></p> <hr/> <p style="text-align: center;"><b>9</b></p> <hr/> <p><b>95</b> 34:5<br/><b>9th</b> 12:16</p> |
|---|--|--|

5

Date: 07:23 PM EST, 11/19/2015  
From: Collette Papa <cpapa@academica.org>  
To: "store1631@theupsstore.com" <store1631@theupsstore.com>  
Subject: Fwd: Receipt of Applications

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Begin forwarded message:

From: Adriana Lima <alima@academica.org>  
Date: October 6, 2015 at 10:39:49 AM EDT  
To: Collette Papa <cpapa@academica.org>  
Subject: FW: Receipt of Applications

Adri C. Lima / Academica  
305.878.9993 / alima@academica.org  
Office: 305.669.2906 / Fax: 305.669.4390  
6340 Sunset Drive Miami, FL 33143  
www.academica.org



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From: <Ferrentino>, "Michael.Ferrentino@indianriverschools.org" <Michael.Ferrentino@indianriverschools.org>  
Date: Wednesday, August 5, 2015 at 10:09 AM  
To: Adri Lima <alima@academica.org>  
Cc: "Michael.Ferrentino@indianriverschools.org" <Michael.Ferrentino@indianriverschools.org>  
Subject: Receipt of Applications

Good afternoon Ms. Lima,

Just a short email to inform you that we are in receipt of the following applications:

- 1) Friday, July 31, 2015 – Somerset Academy Vero Beach
- 2) Monday, August 3, 2015 - Somerset Academy Middle School Vero Beach

I will be meeting with our Superintendent next Wednesday.....after-which I will forward to you an evaluation agenda.

Thank you.....Mike

Dr. Michael Ferrentino  
Executive Director ESE/SS  
School District of Indian River County  
1990 25<sup>th</sup> St.  
Vero Beach, FL 32960  
(772) 564-5932  
[Michael.Ferrentino@indianriverschools.org](mailto:Michael.Ferrentino@indianriverschools.org) /

**From:** Ferrentino, Michael  
**Sent:** Tuesday, August 18, 2015 11:50 AM  
**To:** 'Adriana Lima'  
**Cc:** 'dconcepcionfl@gmail.com'; Ferrentino, Michael  
**Subject:** RE: Receipt of Applications

Good morning Ms. Lima,

Since we truly only have the 60 days this year we are going to have a tight timeframe to work within.

We have scheduled the "Interview" sessions as follows:

Somerset Academy Vero Beach -Monday, August 31,  
2015 1:00 PM – 3:00 PM  
Somerset Academy Middle School Vero Beach - Monday, August 31,  
2015 3:00 PM – 5:00 PM

Additionally, we have scheduled our "Summary of Findings" sessions as follows:

Somerset Academy Vero Beach -Monday, September  
14, 2015 1:00 PM – 3:00 PM  
Somerset Academy Middle School Vero Beach - Monday, September  
14, 2015 3:00 PM – 5:00 PM

I hope representatives from Somerset can attend this important aspect of the review process.

Again, we ask that only Somerset Board and Founding Members, in addition to the current Principals of the Replication schools attend the Interview process.

Location:  
School District of Indian River County  
Teacher Education Center (TEC)  
1990 25<sup>th</sup> Street  
Vero Beach, FL 32960  
(772) 564-3000

We are looking forward to seeing you at these meetings.  
Thank you,

Michael Ferrentino, Ed.D.

<2015 August 1st Timeline Somerset & Somerset Middle Application- Revised due to Storm.docx>

Charter School Application Timeline-2015-2016

- July 31, 2015 SOMERSET ACADEMY APPLICATION RECEIVED.
- Aug. 3, 2015 SOMERSET ACADEMY MIDDLE APPLICATION RECEIVED.
- Aug. 14, 2015 Initial meeting with selected reviewers. Application forwarded to selected (11-noon, LICR) reviewers for scoring and School Board members (SLC.)
- Aug. 17-21, 2015 selected reviewers begin working meetings with their staff.
- Aug. 21, 2015 Follow-up meeting with selected reviewers.  
(11-noon, LICR)
- Aug. 24-28, 2015 (cont.) Selected reviewers - working meetings with their staff.
- Aug. 28, 2015 Follow-up meeting with selected reviewers. Preparatory meeting for Interviews (Public meeting) with Somerset Representatives.  
(11-noon, LICR)
- 
- Sept. 10, 2015 District Review Team conducts Interviews (Public Meeting) (1:00 PM, TEC) with Somerset Academy Representatives.  
  
District Review Team conducts Interviews (Public Meeting) (3:00 PM, TEC) with Somerset Academy Middle Representatives.
- Sept. 11, 2015 Team Meeting to review Interview Question responses.  
(11-noon, LICR)
- Sept. 11, 2015 Team meeting to prepare responses for Summary of Findings meeting.
- Sept. 21, 2015 District Review Team conducts, "Summary of Findings meeting"  
(public meeting) (1:00 pm, TEC) for Somerset Academy Representatives.  
  
District Review Team conducts, "Summary of Findings meeting"  
(public meeting) (3:00 pm, TEC) for Somerset Academy Middle Representatives.
- Sept. 22, 2015 Review Team Recommendations to Superintendent.  
Notification to Somerset Representatives of Recommendation to Board.
- Sept. 24, 2015 (noon) Item placeholder on the School Board's 10/06/15 agenda for decision.
- Sept. 23-25, 2015 Notification of the Superintendent's recommendation to the School Board.
- October 06, 2015 School Board Meeting.
- October 07, 2015 Formal notification of Award or Denial after School Board meeting for Somerset Academy.  
Formal notification to State of Florida of the status on the application.

**From:** <Ferrentino>, "[Michael.Ferrentino@indianriverschools.org](mailto:Michael.Ferrentino@indianriverschools.org)"  
<[Michael.Ferrentino@indianriverschools.org](mailto:Michael.Ferrentino@indianriverschools.org)>  
**Date:** Saturday, August 22, 2015 at 10:54 AM  
**To:** Adri Lima <[alima@academica.org](mailto:alima@academica.org)>  
**Subject:** RE: Reminder for Interview dates

Yes....  
This will be a Public meeting...

**From:** Adriana Lima [<mailto:alima@academica.org>]  
**Sent:** Saturday, August 22, 2015 10:53 AM  
**To:** Ferrentino, Michael  
**Cc:** [dconcepcionfl@gmail.com](mailto:dconcepcionfl@gmail.com)  
**Subject:** Re: Reminder for Interview dates

Thank you, Mr. Ferrentino.  
We will have Board, Founding members and an administrator from the school.  
Will members of the public be allowed in the room?

*Adri C. Lima / Academica*  
*305.878.9993 / [www.academica.org](http://www.academica.org)*

On Aug 22, 2015, at 10:50 AM, Ferrentino, Michael  
<[Michael.Ferrentino@indianriverschools.org](mailto:Michael.Ferrentino@indianriverschools.org)> wrote:

Hello Mr. Concepcion,

A friendly reminder regarding the dates and times we have set for our meetings with Somerset representatives as seen below.

Thank you....Mike Ferrentino

**Dr. Michael Ferrentino**  
**Executive Director ESE/SS**  
**School District of Indian River County**  
**1990 25<sup>th</sup> St.**  
**Vero Beach, FL 32960**  
**(772) 564-5932**  
**[Michael.Ferrentino@indianriverschools.org](mailto:Michael.Ferrentino@indianriverschools.org) /**

<[Karen.Malits@indianriverschools.org](mailto:Karen.Malits@indianriverschools.org)>, "McCarty, Patrick"  
 <[Patrick.Mccarty@indianriverschools.org](mailto:Patrick.Mccarty@indianriverschools.org)>, "Morrison, Carter"  
 <[Carter.Morrison@indianriverschools.org](mailto:Carter.Morrison@indianriverschools.org)>, "Robison, Jamie"  
 <[Jamie.Robison@indianriverschools.org](mailto:Jamie.Robison@indianriverschools.org)>, "Rynberg, Andrew"  
 <[Andrew.Rynberg@indianriverschools.org](mailto:Andrew.Rynberg@indianriverschools.org)>, "Suit, Edwina"  
 <[Edwina.Suit@indianriverschools.org](mailto:Edwina.Suit@indianriverschools.org)>, "Taylor, Christopher"  
 <[Christopher.Taylor@indianriverschools.org](mailto:Christopher.Taylor@indianriverschools.org)>, "Torres-Martinez, Lillian"  
 <[Lillian.TorresMartinez@indianriverschools.org](mailto:Lillian.TorresMartinez@indianriverschools.org)>

**Subject:** RE: Reminder for Interview dates

Hello Ms. Lima and Mr. Concepcion....

I met with the various review team members this morning in regards to the storm and our meeting schedule.

Although at present, the superintendent is anticipating school to be open for business on Monday. However, all team members felt that considering that we are requesting you to come from our south counties, it is unfair, and probably unsafe, to have you drive through rain and wind even if it only remains a Tropical Storm.

Thus, we have rescheduled the interviews as follows:

From Monday, August 31, 2015 @ 1:00 – 2:30 PM for Somerset Academy Elementary Vero to **Friday, September 11, 2015 @ 10:30 AM – 12 noon**

Lunch 12 noon-1:00 PM

From Monday, August 31, 2015 @ 2:30 – 5:00 PM for Somerset Academy Middle Vero to **Friday, September 11, 2015 @ 1:00 PM – 2:30 PM**

Thank you....be safe....

**Mike Ferrentino**

**From:** Adriana Lima [<mailto:alima@academica.org>]

**Sent:** Thursday, August 27, 2015 2:11 PM

**To:** Ferrentino, Michael

**Subject:** Re: Reminder for Interview dates

Good Afternoon Dr. Ferrentino

I hope you are doing well.

The team is set to go up on Monday. In the event the Tropical Storm/Hurricane is set to come this way, will you let me know prior to Monday morning if we will reschedule?

Looking forward to hearing from you.

Thanks

**Adri C. Lima / Academica**  
 305.878.9993/ [alima@academica.org](mailto:alima@academica.org)

Office: 305.669.2906 / Fax: 305.669.4390  
 6340 Sunset Drive Miami, FL 33143  
[www.academica.org](http://www.academica.org)

Facebook Twitter Instagram

**From:** Adriana Lima [<mailto:alima@academica.org>]  
**Sent:** Friday, August 28, 2015 2:20 PM  
**To:** Ferrentino, Michael; '[dconcepcionfl@gmail.com](mailto:dconcepcionfl@gmail.com)'  
**Cc:** Alderman, Donna; Berg, Deborah; Blanco, Alice; Chesnut, Patricia; D'Agresta, Suzanne; Francis, Kathrine; Fritz, William; Green, Bruce; Hayes, Christina; Long, Deborah; Malits, Karen; McCarty, Patrick; Morrison, Carter; Robison, Jamie; Rynberg, Andrew; Suit, Edwina; Taylor, Christopher; Torres-Martinez, Lillian  
**Subject:** Re: Reminder for Interview dates

Dr. Ferrentino and review team members,  
 Thank you for your email and consideration.  
 Somerset Academy, Inc. has a scheduled board meeting on September 11th. Are there any other dates in September that work for you? If not, I will work with the board to see if they can reschedule their meeting.

Thank you very much. Take care and be safe!

**Adri C. Lima / Academica**  
 305.878.9993/ [alima@academica.org](mailto:alima@academica.org)

Office: 305.669.2906 / Fax: 305.669.4390  
 6340 Sunset Drive Miami, FL 33143  
[www.academica.org](http://www.academica.org)

Facebook Twitter LinkedIn

**From:** <Ferrentino>, "[Michael.Ferrentino@indianriverschools.org](mailto:Michael.Ferrentino@indianriverschools.org)"  
 <[Michael.Ferrentino@indianriverschools.org](mailto:Michael.Ferrentino@indianriverschools.org)>  
**Date:** Friday, August 28, 2015 at 1:54 PM  
**To:** Adri Lima <[alima@academica.org](mailto:alima@academica.org)>, "[dconcepcionfl@gmail.com](mailto:dconcepcionfl@gmail.com)"  
 <[dconcepcionfl@gmail.com](mailto:dconcepcionfl@gmail.com)>  
**Cc:** "Alderman, Donna" <[Donna.Alderman@indianriverschools.org](mailto:Donna.Alderman@indianriverschools.org)>, "Berg, Deborah" <[Deborah.Berg@indianriverschools.org](mailto:Deborah.Berg@indianriverschools.org)>, "Blanco, Alice" <[Alice.Blanco@indianriverschools.org](mailto:Alice.Blanco@indianriverschools.org)>, "Chesnut, Patricia" <[Patricia.Chesnut@indianriverschools.org](mailto:Patricia.Chesnut@indianriverschools.org)>, "D'Agresta, Suzanne" <[Suzanne.D'Agresta@indianriverschools.org](mailto:Suzanne.D'Agresta@indianriverschools.org)>, "[Michael.Ferrentino@indianriverschools.org](mailto:Michael.Ferrentino@indianriverschools.org)" <[Michael.Ferrentino@indianriverschools.org](mailto:Michael.Ferrentino@indianriverschools.org)>, "Francis, Kathrine" <[Kathrine.Francis@indianriverschools.org](mailto:Kathrine.Francis@indianriverschools.org)>, "Fritz, William" <[William.Fritz@indianriverschools.org](mailto:William.Fritz@indianriverschools.org)>, "Green, Bruce" <[Bruce.Green@indianriverschools.org](mailto:Bruce.Green@indianriverschools.org)>, "Hayes, Christina" <[Christina.Hayes@indianriverschools.org](mailto:Christina.Hayes@indianriverschools.org)>, "Long, Deborah" <[Deborah.Long@indianriverschools.org](mailto:Deborah.Long@indianriverschools.org)>, "Malits, Karen"

5-6

**From:** Adriana Lima [<mailto:alima@academica.org>]  
**Sent:** Monday, August 31, 2015 10:31 PM  
**To:** Ferrentino, Michael  
**Subject:** Re: Reminder for Interview dates

Good evening Mr. Ferrentino

We have had usual weather around here, nothing out of the norm. Sorry to hear about the flooding! I hope everyone is safe.

Somerset is asking if the meeting can happen Sept 15th so the group can all be there. Does that work for your team?

Thank you!

*Adri C. Lima / Academica*  
305.878.9993 / [www.academica.org](http://www.academica.org)

On Aug 31, 2015, at 2:29 PM, Ferrentino, Michael <[Michael.Ferrentino@indianriverschools.org](mailto:Michael.Ferrentino@indianriverschools.org)> wrote:

Hi Ms. Lima,

I trust that you fared well and that the flooding wasn't as bad as it was here in Indian River County. We have worked through another time frame for our meeting dates.

I would like to propose conducting the interviews on the afternoon of Thursday, September 10, 2015 as follows:

Somerset Academy Elementary Vero to **Thursday, September 10, 2015 @ 1:30 AM – 3:00 PM**

Somerset Academy Middle Vero to **Thursday, September 10, 2015 @ 3:30 PM – 5:00 PM**

I have enclosed an attached revised schedule for your review and approval.

Thank you,  
Michael Ferrentino

**From:** Adriana Lima [<mailto:alima@academica.org>]  
**Sent:** Friday, August 28, 2015 3:31 PM  
**To:** Ferrentino, Michael  
**Subject:** Re: Reminder for Interview dates

That is no problem. Thank you so much!

*Adri C. Lima / Academica*  
305.878.9993 / [www.academica.org](http://www.academica.org)

On Aug 28, 2015, at 3:30 PM, Ferrentino, Michael <[Michael.Ferrentino@indianriverschools.org](mailto:Michael.Ferrentino@indianriverschools.org)> wrote:

I will work on that.....

May not get back to you until Monday or Tuesday if that is ok?

Thanks....Mike

**Subject:** RE: Reminder for Interview dates

**Date:** Tuesday, September 1, 2015 at 4:44:41 PM Eastern Daylight Time

**From:** Ferrentino, Michael

**To:** Adriana Lima, 'dconcepcionfl@gmail.com'

Wonderful,

I will let the Review Team know that our revised schedule will work for both parties.

Looking forward to seeing you on the 15<sup>th</sup>.

Mike

**From:** Adriana Lima [mailto:[alima@academica.org](mailto:alima@academica.org)]

**Sent:** Tuesday, September 01, 2015 4:42 PM

**To:** Ferrentino, Michael; 'dconcepcionfl@gmail.com'

**Subject:** Re: Reminder for Interview dates

This is great. Thank you very much and we look forward to the 15th.

**Adri C. Lima / Academica**  
305.878.9993 / [alima@academica.org](mailto:alima@academica.org)

Office: 305.669.2906 / Fax: 305.669.4390  
6340 Sunset Drive Miami, FL 33143  
[www.academica.org](http://www.academica.org)

Page 1 of 1

**From:** <Ferrentino>, "[Michael.Ferrentino@indianriverschools.org](mailto:Michael.Ferrentino@indianriverschools.org)"

<[Michael.Ferrentino@indianriverschools.org](mailto:Michael.Ferrentino@indianriverschools.org)>

**Date:** Tuesday, September 1, 2015 at 4:39 PM

**To:** Adri Lima <[alima@academica.org](mailto:alima@academica.org)>, "[dconcepcionfl@gmail.com](mailto:dconcepcionfl@gmail.com)" <[dconcepcionfl@gmail.com](mailto:dconcepcionfl@gmail.com)>

**Cc:** "[Michael.Ferrentino@indianriverschools.org](mailto:Michael.Ferrentino@indianriverschools.org)" <[Michael.Ferrentino@indianriverschools.org](mailto:Michael.Ferrentino@indianriverschools.org)>

**Subject:** RE: Reminder for Interview dates

Good afternoon Ms. Lima,

I have spoken with our Review Team members and it seems that September 15, 2015 will work for us as well. Thus, with your approval and consent we will reschedule as follows:

Somerset Academy Elementary Vero to **Tuesday, September 15, 2015 @ 1:30 AM – 3:00 PM**  
Somerset Academy Middle Vero to **Tuesday, September 15, 2015 @ 3:30 PM – 5:00 PM**

I have attached a revised working schedule for your review and consent.

Thank you for your consideration,  
Mike Ferrentino

Charter School Application Timeline-2015-2016

5-7

- July 31, 2015 SOMERSET ACADEMY APPLICATION RECEIVED.
- Aug. 3, 2015 SOMERSET ACADEMY MIDDLE APPLICATION RECEIVED.
- Aug. 14, 2015 Initial meeting with selected reviewers. Application forwarded to selected (11-noon, LICR) reviewers for scoring and School Board members (SLC.)
- Aug. 17-21, 2015 selected reviewers begin working meetings with their staff.
- Aug. 21, 2015 Follow-up meeting with selected reviewers.  
(11-noon, LICR)
- Aug. 24-28, 2015 (cont.) Selected reviewers - working meetings with their staff.
- Aug. 28, 2015 Follow-up meeting with selected reviewers. Preparatory meeting for Interviews (Public meeting) with Somerset Representatives.  
(11-noon, LICR)
- 
- Sept. 11, 2015 Review Compiled Interview Questions  
(11-noon, LICR)
- Sept. 15, 2015 District Review Team conducts Interviews (Public Meeting) (1:00 PM, TEC) with Somerset Academy Representatives.  
  
District Review Team conducts Interviews (Public Meeting) (3:00 PM, TEC) with Somerset Academy Middle Representatives.
- Sept. 18, 2015 Team Meeting to review Interview Question responses.  
(1-2, LICR)
- Sept. 25, 2015 Team meeting to prepare responses for Summary of Findings meeting.
- Sept. 29, 2015 District Review Team conducts, "Summary of Findings meeting"  
(public meeting) (1:00 pm, TEC) for Somerset Academy Representatives.  
  
District Review Team conducts, "Summary of Findings meeting"  
(public meeting) (3:00 pm, TEC) for Somerset Academy Middle Representatives.
- Sept. 30, 2015 Review Team Recommendations to Superintendent.  
Notification to Somerset Representatives of Recommendation to Board.
- Oct. 1, 2015 Notification of the Superintendent's recommendation to the School Board.
- Oct. 1, 2015 (noon) Item placeholder on the School Board's 10/13/15 agenda for decision.
- October 13, 2015 School Board Meeting.
- October 14, 2015 Formal notification of Award or Denial after School Board meeting for Somerset Academy.  
Formal notification to State of Florida of the status on the application.

6

U.S. Department of Education

Office for Civil Rights



May 14, 2014

Dear Colleague:

One of the fastest-growing areas of school reform is the creation of public schools through a chartering process. Since first appearing in the early 1990s, many charter schools have provided students with additional meaningful opportunities to receive a high-quality education. In communities throughout the nation, numerous charter schools are developing unique learning environments, spurring innovation, engaging parents and other stakeholders, and improving educational opportunities for students. The U.S. Department of Education (Department) is committed to supporting the establishment of high-quality public charter schools from which all students can benefit.

Because many charter schools are newly created, it is understandable that charter school administrators are interested in information about the applicability of Federal civil rights laws.<sup>1</sup> Parents, teachers, community leaders, and charter school authorizers have also sought guidance as to charter schools' legal obligations under the Federal civil rights laws.

I am writing to remind you that the Federal civil rights laws, regulations, and guidance that apply to charter schools are the same as those that apply to other public schools. For this reason, it is essential that charter school officials and staff be knowledgeable about Federal civil rights laws. These laws extend to all operations of a charter school, including recruiting, admissions, academics, educational services and testing, school climate (including prevention of harassment), disciplinary measures (including suspensions and expulsions), athletics and other nonacademic and extracurricular services and activities, and accessible buildings and technology.

The Department's Office for Civil Rights (OCR) enforces a number of Federal civil rights laws that apply to charter schools, including:

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<sup>1</sup> More than one quarter of charter schools have been open three years or less. See National Alliance for Public Charter Schools, *The Public Charter Schools Dashboard Report on Charter School Age*, available at <http://dashboard.publiccharters.org/dashboard/schools/page/age/year/2013>.

- Title VI of the Civil Rights Act of 1964 (Title VI) (prohibiting discrimination based on race, color, or national origin);<sup>2</sup>
- Title IX of the Education Amendments of 1972 (Title IX) (prohibiting discrimination based on sex);<sup>3</sup> and
- Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990 (Title II) (prohibiting discrimination based on disability).<sup>4</sup>

These Federal civil rights laws and the specific legal obligations discussed in this letter apply to all public charter schools in the United States, regardless of whether they receive Federal funds under the Department's Charter Schools Program.<sup>5</sup> In addition, charter schools that receive funds—either directly or through a State educational agency (SEA)—under a Department grant program, such as the Charter Schools Program, are subject to the additional requirements of each grant program.<sup>6</sup>

This letter does not attempt to summarize the entire body of Federal civil rights laws. Instead, it briefly addresses a few of the subjects that have arisen in the charter schools context: equal opportunity in admissions; provision of a free appropriate public education (FAPE) to students with disabilities; provision of services to English-language learners so that they can participate fully in their school's educational program; and the non-discriminatory administration of discipline. Throughout, this letter also identifies Departmental guidance and resources that are available to charter schools to assist them in complying with the Federal civil rights laws.

The obligations discussed below under the Federal civil rights laws are independent of charter schools' obligations under the Individuals with Disabilities Education Act (IDEA). Working with the Department's Office of Special Education and Rehabilitative Services (OSERS), which is responsible for administering the IDEA, OCR intends to issue joint guidance on the rights of students with disabilities who attend charter schools and their parents.

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<sup>2</sup> 42 U.S.C. § 2000d *et seq.*; 34 C.F.R. Part 100.

<sup>3</sup> 20 U.S.C. § 1681 *et seq.*; 34 C.F.R. Part 106.

<sup>4</sup> 29 U.S.C. § 794; 34 C.F.R. Part 104; 42 U.S.C. § 12131 *et seq.*; 28 C.F.R. Part 35. Pursuant to a delegation by the Attorney General of the United States, OCR shares in the enforcement of Title II in all programs, services, and regulatory activities relating to the operation of, among other types of entities, public elementary and secondary educational programs. 28 C.F.R. § 35.190(b)(2). Title II cannot be construed to establish any lesser standard than the standards established under Section 504 and its implementing regulations. 42 U.S.C. § 12201(a); 28 C.F.R. § 35.103(a).

<sup>5</sup> 20 U.S.C. § 7221-7225g. Title II applies to all public entities (including public schools) regardless of whether they receive Federal financial assistance. Title VI, Title IX, and Section 504 apply to all education programs or activities that receive Federal financial assistance either directly from the Department or through a local educational agency (LEA), State educational agency, or otherwise. OCR is unaware of any public school, including a charter school, that is not part of a program or activity that receives Federal financial assistance directly or indirectly from the Department.

<sup>6</sup> For further information on the Charter Schools Program, see <http://www.ed.gov/programs/charter/index.html>.

*Nondiscrimination in admissions.* Charter schools may not discriminate in admissions on the basis of race, color, national origin, or disability.<sup>7</sup>

Although public charter schools' civil rights obligations are no different from those of other public schools in this regard, the fact that students choose to attend a charter school and are not simply assigned to attend a charter school underscores the need to be mindful of the rights of children and parents in the community when publicizing the school to attract students and when evaluating their applications for admission.

Charter schools must ensure that language-minority parents who are not proficient in English receive meaningful access to the same admissions information and other school-related information provided to English-proficient parents in a manner and form they can understand, such as by providing free interpreter and/or translation services.<sup>8</sup> Also, communications with parents with disabilities must be as effective as communications with other parents. Appropriate auxiliary aids and services (such as Braille materials or a sign language interpreter) must be made available whenever they are necessary to ensure equally effective communication with parents with hearing, vision, or speech disabilities.<sup>9</sup>

As a general rule, a school's eligibility criteria for admission must be nondiscriminatory on their face and must be applied in a nondiscriminatory manner. In addition, a charter school may not use admissions criteria that have the effect of excluding students on the basis of race, color, or national origin from the school without proper justification.<sup>10</sup> Charter schools also may not categorically deny admission to students on the basis of disability.<sup>11</sup>

Charter schools located in a school district subject to a desegregation plan (whether the plan is court-ordered, or required by a Federal or State administrative entity) must be operated in a

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<sup>7</sup> 34 C.F.R. §§ 100.3(b)(1) (Title VI), 104.4(b) (Section 504). Generally, Title IX, which prohibits sex discrimination in federally funded education programs and activities, does not apply to admissions. A vocational (or career and technical education) charter school, however, may not discriminate on the basis of sex in its admissions policies or practices. 34 C.F.R. §§ 106.21(a), 106.35. The United States Constitution imposes strict parameters on the creation and operation of single-sex public schools and other uses of sex-based criteria. *See United States v. Virginia*, 518 U.S. 515, 531-33 (1996); Brief for the United States as *Amicus Curiae* Supporting Appellants at 25-26, *Doe v. Vermillion Parish Sch. Bd.*, No. 10-30378 (5th Cir. June 4, 2010), available at [http://www.justice.gov/crt/about/app/briefs/vermillion\\_brief.pdf](http://www.justice.gov/crt/about/app/briefs/vermillion_brief.pdf). Charter schools considering the use of sex-based admissions criteria should consult with legal counsel.

<sup>8</sup> OCR, *Identification of Discrimination and Denial of Services on the Basis of National Origin*, (May 25, 1970), reprinted in 35 Fed. Reg. 11,595 (July 18, 1970).

<sup>9</sup> *See* 34 C.F.R. § 104.4(b) and 28 C.F.R. § 35.160 (effective communication); *see also* 34 C.F.R. §§ 104.21-104.23 and 28 C.F.R. §§ 35.149-35.152 (program and facility accessibility).

<sup>10</sup> 34 C.F.R. §§ 100.3(b)(2), 100.3(b)(6). *See also* OCR and Department of Justice, *Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools*, at p. 12 (December 2, 2011) (*Voluntary Use of Race Guidance*), available at <http://www.ed.gov/ocr/docs/guidance-ese-201111.pdf>.

<sup>11</sup> 34 C.F.R. § 104.4(b); and 34 C.F.R. §§ 104.33-104.36.

manner consistent with that desegregation plan.<sup>12</sup> Charter schools may also voluntarily elect to create learning environments that include students of diverse backgrounds. The benefits of such student body diversity are many. Diverse environments help students sharpen their critical thinking and analytical skills; prepare them to succeed in an increasingly diverse and interconnected world; break down stereotypes and reduce bias; and enable schools to fulfill their role in opening doors to students of all backgrounds.<sup>13</sup>

If a charter school wishes to promote racial diversity or avoid racial isolation, it has the flexibility (to the extent permitted by applicable State law) to pursue a variety of approaches in the context of admissions and recruiting, school location, attendance boundaries, transfers, and retention and support programs. As explained in greater depth in the *Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools*,<sup>14</sup> charter schools should consider approaches that do not rely on the race of individual students before adopting approaches that do. Race-neutral approaches can take racial impact into account to promote diversity or avoid racial isolation;<sup>15</sup> examples include targeting specific media outlets in which to advertise, reaching out to particular community groups, or using lotteries that give extra weight based on the socioeconomic status of a child's parents.<sup>16</sup> If a charter school determines that race-neutral approaches would be unworkable or ineffective, it may employ generalized race-based approaches, which use race as an express criterion (such as locating a school based on the overall racial composition of neighborhoods or feeder schools) but do not rely on the race of individual

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<sup>12</sup> In some instances, it may also be necessary for a charter school to seek a modification of the school district's desegregation plan or order from the court or administrative entity requiring the desegregation plan.

<sup>13</sup> *Grutter v. Bollinger*, 539 U.S. 306, 330-31 (2003); see also *Parents Involved in Cmty. Sch. v. Seattle Sch. Dist. No. 1*, 551 U.S. 701, 787-89, 797-98 (2007) (Kennedy, J., concurring).

<sup>14</sup> Available at <http://www.ed.gov/ocr/docs/guidance-ese-201111.pdf>. See also OCR and Department of Justice, *Questions and Answers About Fisher v. University of Texas at Austin* (September 27, 2013), available at <http://www.ed.gov/ocr/docs/dcl-qa-201309.pdf> (affirming validity of *Voluntary Use of Race Guidance*); Department of Education and Department of Justice, *Dear Colleague Letter on Schuette v. Coalition to Defend Affirmative Action* (May 6, 2014), available at <http://www.ed.gov/ocr/letters/colleague-201405-schuette-guidance.pdf> (same).

<sup>15</sup> Racial impact may not, however, be considered in furtherance of an invidious purpose. *Voluntary Use of Race Guidance* at p. 5.

<sup>16</sup> Nonregulatory guidance from the Department identifies circumstances under which a charter school receiving Federal funds under the Charter Schools Program may use weighted lotteries: (1) when necessary to comply with certain Federal civil rights laws, the Equal Protection Clause of the United States Constitution, or applicable State law; (2) to give slightly better chances for admission to students seeking to transfer schools under the public school choice provisions of Title I, part A of the Elementary and Secondary Education Act of 1965 (ESEA); or (3) if permitted by State law, to give slightly better chances for admission to educationally disadvantaged students, including students who are economically disadvantaged, students with disabilities, migrant students, limited English proficient students, neglected or delinquent students, and homeless students. Department of Education, *Charter Schools Program: Title V, Part B of the ESEA: Nonregulatory Guidance* (January 2014) at pp. 18-19 (E-3), available at <http://www2.ed.gov/programs/charter/fy14cspnonregguidance.doc>. That guidance also suggests that charter schools consider conducting additional recruitment efforts toward groups that might otherwise have limited opportunities to participate in the charter school's programs. See *id.* at p. 20 (E-4). Note that the nonregulatory guidance only applies to Charter Schools Program recipients and does not otherwise apply to a charter school.

students. If race-neutral and generalized race-based approaches would be unworkable, a charter school may consider an individual student's race under appropriate factual circumstances.<sup>17</sup>

Free appropriate public education for students with disabilities.<sup>18</sup> Under Section 504, every student with a disability enrolled in a public school, including a public charter school, must be provided a free appropriate public education—that is, regular or special education and related aids and services that are designed to meet his or her individual educational needs as adequately as the needs of students without disabilities are met.<sup>19</sup> Evaluation and placement procedures are among the requirements that must be followed if a student needs, or is believed to need, special education or related services due to a disability.<sup>20</sup>

Charter schools may not ask or require students or parents to waive their right to a free appropriate public education in order to attend the charter school. Additionally, charter schools must provide nonacademic and extracurricular services and activities in such a manner that students with disabilities are given an equal opportunity to participate in these services and activities.<sup>21</sup> More information will be provided in joint guidance that OCR and OSERS plan to issue on the rights of students with disabilities who attend charter schools.

Affirmative steps for English-language learners. Like all public schools, charter schools must take “affirmative steps” to help English-language learners overcome language barriers so that they can participate meaningfully in their schools’ educational programs.<sup>22</sup> A charter school must timely identify language-minority students who have limited proficiency in reading, writing, speaking, or understanding English, and must provide those students with an effective language instruction educational program that also affords meaningful access to the school’s academic content. Federal civil rights laws do not, however, require any school, including a charter school, to adopt or implement any particular educational model or program of instruction for English-language learners; schools have substantial flexibility to determine how they will satisfy their legal obligations to meet these students’ needs.<sup>23</sup>

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<sup>17</sup> Schools thinking about considering individual student’s race in admissions should carefully review the *Voluntary Use of Race Guidance* for detailed analysis of when such consideration may be lawful and may also wish to consult with legal counsel.

<sup>18</sup> IDEA also has a specific statutory definition of the term free appropriate public education. 20 U.S.C. § 1401(9) and 34 C.F.R. § 300.17. This letter does not address the IDEA definition of free appropriate public education or other related IDEA requirements.

<sup>19</sup> 34 C.F.R. § 104.33(b)(1).

<sup>20</sup> 34 C.F.R. § 104.35.

<sup>21</sup> 34 C.F.R. § 104.37; see also OCR, *Dear Colleague letter on Extracurricular Athletics* (January 25, 2013), available at <http://www.ed.gov/ocr/letters/colleague-201301-504.pdf>.

<sup>22</sup> See *Lau v. Nichols*, 414 U.S. 563, 566 (1974).

<sup>23</sup> OCR’s policies governing the treatment of English-language learners are available at <http://www.ed.gov/ocr/ellresources.html>.

*Nondiscrimination in discipline.* Data collected by OCR have demonstrated significant disparities in the use of exclusionary discipline (such as suspensions or expulsions) against students of color and students with disabilities in many schools across the country, and that an increasing number of students are losing important instructional time due to exclusionary discipline.<sup>24</sup> All public schools, including charter schools, are obligated to avoid and redress discrimination in the administration of school discipline on the basis of race, color, or national origin; disability; and sex. This obligation applies over the entire course of the disciplinary process, from behavior management in the classroom, to referral to an authority outside the classroom because of misconduct, to resolution of the discipline incident. The *Guidance on the Nondiscriminatory Administration of School Discipline*<sup>25</sup> offers detailed assistance on how to identify, avoid, and remedy discriminatory discipline. The discipline guidance document focuses on racial discrimination, but much of its analytical framework also applies to discrimination on other prohibited grounds.<sup>26</sup> In addition, when addressing discipline for students with disabilities, it is important that charter schools comply with applicable legal requirements governing the discipline of a child for misconduct caused by, or related to, the child's disability.<sup>27</sup>

This is by no means an exhaustive list of the legal requirements that apply to charter schools under these Federal civil rights laws. A full list of OCR's guidance publications is available at <http://www.ed.gov/ocr/publications.html>. OCR can provide technical assistance to help charter school authorizers and charter school operators, administrators, board members, and teachers understand and comply with these civil rights laws and other laws enforced by OCR.<sup>28</sup>

OCR is also available to provide technical assistance to students, parents/guardians, community-based organizations, and other stakeholders who are interested in learning more about the Federal civil rights of students and parents and the responsibilities of charter schools. The Federal civil rights laws prohibit retaliation and intimidation against those who contact OCR to gather information about their rights or who file a complaint. It is also unlawful for a school to retaliate

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<sup>24</sup> See OCR and Department of Justice, *Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline* (January 8, 2014) at pp. 3-4, available at <http://www.ed.gov/ocr/letters/colleague-201401-title-vi.pdf>.

<sup>25</sup> *Id.* See also Department of Education guidance package on Student Climate and Discipline, including a Guiding Principles of Reform non-regulatory guidance, a Directory of Federal Resources; and a Compendium of State Laws and Regulations on School Discipline, available at <http://www2.ed.gov/policy/gen/guid/school-discipline/index.html>.

<sup>26</sup> See *Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline*, at pp. 2-3.

<sup>27</sup> 34 C.F.R. § 104.35(a). See generally 34 C.F.R. §§ 104.4, 104.32-36.

<sup>28</sup> In addition to the statutes discussed in the letter, OCR enforces the Age Discrimination Act of 1975, 42 U.S.C. § 6101 *et seq.*; 34 C.F.R. Part 110; and the Boy Scouts of America Equal Access Act of 2001, 20 U.S.C. § 7905; 34 C.F.R. Part 108. The Department of Justice enforces Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c *et seq.*, and the Equal Educational Opportunities Act of 1974, 20 U.S.C. § 1703.

against an individual for bringing concerns about possible civil rights problems to a school's attention.<sup>29</sup>

SEAs and charter school authorizers have an important role in assisting charter schools with civil rights compliance. Every SEA or charter authorizer that receives Federal financial assistance has, as a matter of Federal law, an obligation to ensure that any charter school to which it provides a charter, money (regardless of whether they are Federal or State funds), or other significant assistance, is not discriminating.<sup>30</sup> In addition to SEAs and charter school authorizers, States can designate other agencies to take, investigate, and resolve complaints of discrimination by charter schools. Together with OCR, these entities can all provide technical assistance and support for charter schools, parents, and students.

If you have any questions or would like technical assistance on these issues, I encourage you to contact the OCR office in your region. I particularly urge individuals designated to coordinate charter schools' compliance with the civil rights laws to seek OCR's assistance whenever needed.<sup>31</sup>

The list of OCR offices is available at <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>. You may also contact OCR's Customer Service Team at (800) 421-3481 or [ocr@ed.gov](mailto:ocr@ed.gov).

Thank you for your commitment to improving public education and providing high-quality educational opportunities to our nation's students.

Sincerely,

/s/

Catherine E. Lhamon  
Assistant Secretary for Civil Rights

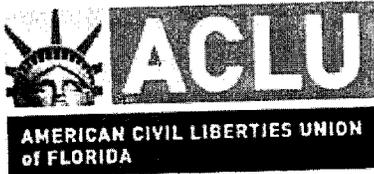
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<sup>29</sup> 34 C.F.R. § 100.7(e) (Title VI); 34 C.F.R. § 106.71 (Title IX) (incorporating 34 C.F.R. §100.7(e) by reference); 34 C.F.R. § 104.61 (Section 504) (incorporating 34 C.F.R. §100.7(e) by reference); 28 C.F.R. § 35.134 (Title II); *see also* OCR *Dear Colleague Letter on Retaliation*, available at <http://www.ed.gov/ocr/letters/colleague-201304.html>.

<sup>30</sup> *See, e.g.*, 34 C.F.R. §§ 100.3(b)(1), 100.3(b)(2), 100.4(b) (Title VI); 34 C.F.R. § 104.4(b)(1)(v) (Section 504); 34 C.F.R. § 106.31(b)(6) (Title IX).

<sup>31</sup> 34 C.F.R. §§ 106.8(a) (Title IX) (requiring each recipient of Federal financial assistance to designate coordinator); 104.7(a) (Section 504) (each recipient with at least 15 employees); 28 C.F.R. § 35.107(a) (Title II) (each public entity with at least 50 employees, regardless of whether they are a recipient of Federal financial assistance).

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Adam Tebrugge | Staff Attorney  
American Civil Liberties Union of Florida  
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Because Freedom Can't Protect Itself | [www.aclufi.org](http://www.aclufi.org)

*November 6, 2015*

Office for Civil Rights  
U.S. Department of Education  
61 Forsyth St. SW, Suite 19T10  
Atlanta, GA 30303-8927

Greetings:

Enclosed you will find our six page administrative complaint and accompanying exhibits. I will be the primary contact person. Could you please confirm that you received this complaint, and keep me informed of any progress.

If I may be of any assistance, please let me know.

Sincerely,

N. Adam Tebrugge

Cc: Dr. Mark J. Rendell  
Superintendent  
School District of Indian River County  
1990 25<sup>th</sup> Street  
Vero Beach, FL 32960

**U.S. DEPARTMENT OF EDUCATION**

**OFFICE FOR CIVIL RIGHTS**

**ADMINISTRATIVE COMPLAINT**

**November 6, 2015**

**Office for Civil Rights  
U.S. Department of Education  
61 Forsyth St. SW, Suite 19T10  
Atlanta, GA 30303-8927**

**COMPLAINANT**

American Civil Liberties Union Foundation of Florida, Inc.  
4500 Biscayne Boulevard, Suite 340  
Miami, Florida 33137  
(813) 286-3439

The ACLU of Florida is a statewide, nonprofit, nonpartisan organization with approximately 15,000 members dedicated to preserving the principles embodied in the Bill of Rights.

**RECIPIENT**

Dr. Mark J. Rendell  
Superintendent  
School District of Indian River County  
1990 25<sup>th</sup> Street  
Vero Beach, FL 32960  
(772) 564-3150

**PRELIMINARY STATEMENT** This Complaint is filed by the ACLU Foundation of Florida, Inc. regarding the School District for Indian River County's (the "School District") failure to comply with a 1967 desegregation order. As a result of the School District's noncompliance, and as more fully stated below, students in Indian River County are being affected.

## LEGAL HISTORY

In *Sharpton v. Board of Public Instruction for Indian River County*, No. 64-721 (S.D. Fla. May 13, 1967), the Southern District of Florida issued a desegregation order requiring the School District to place students into schools "without regard to race or color" by the 1967-68 school year. (See Order attached as EXHIBIT I). The Order set up a system of parental and student choice of a preferred school and forbids any discrimination on the basis of race for any service, facility, activity or program provided by the schools. The Order also required the School District to provide equal facilities, and to "take positive and affirmative steps to accomplish the desegregation of their school facilities and achieve substantial desegregation of faculties." Teachers and professional staff were not to be demoted, dismissed or passed over for retention or promotion on the basis of race. The Court also made provisions to monitor the progress of the Indian River School District.

In 1994, the NAACP and the School District came back before the court in a continuation of the same action. They jointly sought approval for a new court order (Order, attached as EXHIBIT II) in light of the changed circumstances in the District. Order II directed the School District to make: "A significant effort . . . to bring the ratio of minority teachers in the teaching population in line with the ratio of minority students in the student population. A 'significant effort' will be defined as a range of 20% to 40% per annum of all new hires and replacement teachers employed during the next three years and beyond until the proper ratio has been achieved." The District was ordered to use all possible and appropriate strategies to recruit and employ minority teachers. Additionally, the District was to ensure that each school employed minority teachers, that minorities would be placed in higher level non-instructional positions, and that there would be additional minority representation on coaching staffs. The Court also required the School District to develop "a meaningful multicultural achievement plan" to improve the academic performance of Indian River minority students. Finally, the Court required that the percentage of minority students assigned to schools would be consistent with the number of minority students living within the District.

## JURISDICTION

The Office of Civil Rights is responsible for ensuring compliance with Title VI and receiving information about, investigating, and remedying violations of Title VI and its implementing regulations and guidelines in the region. 34 C.F.R. § 100.6, *et seq.* The ACLU has not filed this Complaint with any other agency or institution.

The School District's actions and inaction documented herein related to the 1967 desegregation orders are ongoing and the number of impacted students, faculty and administrators continues to expand. Therefore, this Complaint is timely.

Under Title VI of the Civil Rights Act of 1964 (42 USC S 2000D et seq.) which “prohibits discrimination ... in programs and activities receiving federal financial assistance”, The School District which receives federal financial assistance, including funds directly from the Department of Education and Department funds passed through the Florida Department of Education, and is thereby prohibited “from discrimination on the basis of race, color or national origin.”

## **COMPLAINT**

The School District for Indian River County has failed to comply with the basic directions of the Court as memorialized by the 1967 and 1994 desegregation orders. In a school board workshop held February 10, 2015, members of the School District openly acknowledged that they were not in compliance.

**A. The School District has failed to employ minority teachers in a ratio proportional to the number of minority students in the population.**

The District has not engaged in a good faith effort to recruit or retain minority teachers. As mentioned, Order II required the District to make a “significant effort” to address the ratio of minority faculty to students. According to the Order: “A ‘significant effort’ will be defined as a range of 20% to 40% per annum of all new hires and replacement teachers employed during the next three years and beyond until the proper ratio has been achieved.”

The 2014-2015 Ethnicity-Race Report (attached as EXHIBIT III) demonstrates that the ratio of minority instructional staff is significantly below the number of minority students. The District Totals show that while Black students make up 18% of the student body, Black teachers makeup only 7.2% of the instructional staff. Hispanics make up 23% of the student body, but only 5.6% of the instructional staff.

Nor has the District maintained qualified minority teachers in administrative or coaching positions. For instance: In 2012, Vero Beach High School Principal Eric Seymour was removed without cause from his position and reassigned to a middle school. He has now been reassigned to the position of social worker. In 2012, Coach Randy Bethel, who had sixteen years of head coaching experience, was fired without cause after winning a District Championship. <http://www.tcpalm.com/sports/high-school/bethel-refused-resign>. Thereafter, other African American coaches were subjected to racial taunts. <http://tinyurl.com/nbwqbhp>

**B. The failure of the Indian River School District to comply with the desegregation order entered in 1965 and revised in 1994, has had consequences for the students.**

The District has failed to prepare or implement a meaningful “multicultural achievement plan” as required by the desegregation order. This plan was to be presented to the School Board by 1994 and then implemented and monitored. The failure to prepare and implement this plan has resulted in deficiencies in academic achievement among minority students in the District.

These deficiencies are shown in the Florida Comprehensive Assessment Test Scores reflected in Table 67 of EXHIBIT IV attached. Black or African American Non-Hispanic students ranked lowest at all grade levels in the FCAT math test.

**C. The School District has failed to closely monitor the Exceptional Student Education (ESE) and Alternative Education programs.**

Order II required the Indian River School District to closely monitor the Exceptional Student Education (ESE) and Alternative Education programs. Instead, there is more than a decade long history of being cited by the Florida Department of Education (FLDOE) for non-compliance. The District received letters of non-compliance in 2005, 2008 and 2011. In May, 2014, the FLDOE released a report about the Indian River School District and ESE students. *See* 2013-2014 Exceptional Student Education Monitoring and Assistance On Site Visit Report, attached as EXHIBIT V. This report identified numerous issues with the use of restraints and suspensions in the District.

**D. Minority students face disproportionate discipline.**

The United States Department of Education maintains Civil Rights Data Collection. The most recent data for the Indian River School District is from 2011 and may be found at <http://ocrdata.ed.gov/Page?t=d&eid=31619&syk=6&pid=961> . This data shows that Black students made up 16.1% of the District Enrollment in 2011 and received 45.4% of the in school suspensions, 29.7% of the out of school suspensions and had an expulsion rate of 50%. In addition, Hispanic students made up 19.7% of the District Enrollment in 2011 and experienced an out of school suspension rate at 22.5% and an expulsion rate of 16.7%. *See* EXHIBIT VI.

The discipline issues referenced in sections C and D of this complaint are the result of zero tolerance policies, a lack of meaningful due process, and overreliance on School Resource Officers to address problems. School Resource Officers are first and foremost law enforcement

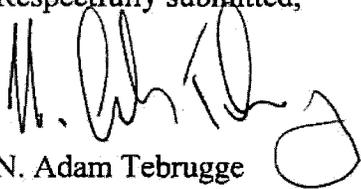
officers assigned to the Indian River School District. These officers are too often using arrests in lieu of alternatives such as civil citations. The School District ranks near the bottom of the State of Florida for use of civil citations. See *Stepping Up: Florida's Top Civil Citation Efforts, section 31*, available at <http://tinyurl.com/o34u7dw>.

### **RELIEF REQUESTED**

The ACLU of Florida requests that the Office of Civil Rights:

1. Conduct a thorough, independent evaluation of racial disparities and other inequities within the School District, including the administration, staff and School Board of Indian River County.
2. Ensure that the School District complies with the desegregation Order of 1965, and Order II entered in 1994, by:
  - a. Requiring the District to "recruit and employ minority teachers" to "bring the ratio of minority teachers in the teaching population in line with the ratio of minority students in the student population."
  - b. Requiring proportional assignment of minority students to schools within the District.
  - c. Requiring the District to develop "a meaningful multicultural achievement plan" to improve the academic performance of Indian River minority students.
  - d. Requiring the District to better monitor the placement of students in ESE and alternative education programs. Determine why the District continues to overuse restraints on disabled students.
3. Review the discipline of students by the School District and its compliance with applicable federal civil rights laws, including Title VI of the Civil Rights Act of 1964 and The Individuals with Disabilities Education Act (IDEA). Specifically, you should determine why:
  - a. The discipline/risk ratio for minority students as determined by the Florida Department of Education's LEA profile continues to be unacceptably high;
  - b. African-American students, particularly those with disabilities, are subjected to suspension or expulsion from school at a significantly higher rate than other students.
  - c. Determine why the District is relying upon School Resource Officers and arrests, rather than use of alternatives such as civil citations.
4. Confirm receipt of this complaint and update us as to your response.

Respectfully submitted,



N. Adam Tebrugge  
Fla. Bar# 0473650  
ACLU of Florida  
P.O. Box 21142  
Tampa, Florida 33622-1142

Nancy Abudu  
Legal Director  
ACLU of Florida

Renee Parsons  
President  
Treasure Coast Chapter of the ACLU

# |

IN THE UNITED STATES DISTRICT COURT  
IN AND FOR THE SOUTHERN DISTRICT  
OF FLORIDA.

No. 64-721-Civil-CA

DENISE SHARPTON, et al.,

Plaintiffs,

vs.

THE BOARD OF PUBLIC INSTRUCTION  
OF INDIAN RIVER COUNTY, FLORIDA,

Defendant.



ORDER

This cause coming on to be heard upon Plaintiffs' Motion for Further Relief and upon stipulation of counsel for entry of a Consent Order, and the Court having heard the argument of counsel and being fully advised in the premises, it is, therefore, upon consideration,

ORDERED, ADJUDGED AND DECREED that the Final Decree entered herein on the 19th day of April, 1965, as amended by Order dated November 12, 1965, and as corrected by Order entered December 30, 1965, be amended to read as follows:

1. Commencing with the 1967-68 school year, all grades, including kindergarten grades, in the public schools of Indian River County, Florida, shall be desegregated and students assigned to schools in these grades without regard to race or color. Every child eligible to enter and intending to enter any grade of the public schools of Indian River County, Florida, at the beginning of the 1967-1968 school year and subsequent school years may choose to attend any school in the county school system.

2. The following provisions shall apply to all grades:

(a) Who May Exercise Choice. A choice of schools may be exercised by a parent or other adult person serving as the student's

Exhibit 1

parent. A student may exercise his own choice if he (1) is exercising a choice for the ninth or a higher grade, or (2) has reached the age of fifteen at the time of the exercise of choice. Such a choice by a student is controlling unless a different choice is exercised for him by his parent or other adult person serving as his parent during the choice period or at such later time as the student exercises a choice. Each reference in this decree to a student's exercising a choice means the exercise of the choice, as appropriate, by a parent or such other adult, or by the student himself.

(b) Annual Exercise of Choice. All students, both white and negro, shall be required to exercise a free choice of schools annually.

(c) Choice Period. The period for exercising choice of a school shall commence March 1 and end March 31 of each year. No student or prospective student who exercises his choice within the choice period shall be given any preference because of the time within the period when such choice was exercised.

(d) Mandatory Exercise of Choice. A failure to exercise a choice within the choice period shall not preclude any student from exercising a choice at any time up to one week before the opening of school for the Fall term for the year with respect to which the choice applies, but such choice may be subordinated to the choices of students who exercised choice before the expiration of the choice period. Any student who has not exercised his choice of school within a week before school opens shall be assigned to the school nearest his home where space is available under standards for determining available space which shall be applied uniformly throughout the system.

(e) Public Notice. On or within a week before the date the choice period opens, the defendants shall arrange for the conspicuous publication of a notice describing the provisions of this decree in the newspaper most generally circulated in the community. The text of the notice shall be substantially similar to the text of the explanatory letter sent home to parents. Publication as a legal notice will not be sufficient. Copies of this notice must also be given at that time to all radio and television stations serving the community. Copies of this decree shall be posted in each school in the school system and at the office of the Superintendent of Education.

(f) Mailing of Explanatory Letters and Choice Forms. No later than the first day of the choice period there shall be distributed by first-class mail an explanatory letter and a choice form to the parent (or other adult person acting as parent, if known to the defendants) of each student, together with a return envelope addressed to the Superintendent.

(g) Extra copies of the Explanatory Letter and Choice Form. Extra copies of the explanatory letter and choice form shall be freely available to parents, students, prospective students, and the general public at each school in the system and at the office of the Superintendent of Education during the times of the year when such schools are usually open.

(h) Content of Choice Form. Each choice form shall set forth the name and location of the grades offered at each school and may require of the person exercising the choice the name, address, age of student, school and grade currently

or most recently attended by the student, the school chosen, the signature of one parent or other adult person serving as parent, or where appropriate the signature of the student, and the identity of the person signing. No statement of reasons for a particular choice, or any other information, or any witness or other authentication, may be required or requested, without approval of the court.

(i) Return of Choice Form. At the option of the person completing the choice form, the choice may be returned by mail, in person, or by messenger to any school in the school system or to the office of the Superintendent.

(j) Choices not on Official Form. The exercise of choice may also be made by the submission in like manner of any other writing which contains information sufficient to identify the student and indicates that he has made a choice of school.

(k) Choice Forms Binding. When a choice form has once been submitted and the choice period has expired, the choice is binding for the entire school year and may not be changed except in cases of parents making different choices from their children under the conditions set forth in paragraph (a) of this decree and in the exceptional cases where, absent the consideration of race, a change is educationally called for or where compelling hardship is shown by the student.

(l) Preference in Assignment. In assigning students to schools, no preference shall be given to any student for prior

attendance at a school and, except with the approval of court in extraordinary circumstances, no choice shall be denied for any reason other than overcrowding. In case of overcrowding at any school, preference shall be given on the basis of the proximity of the school to the homes of the students choosing it, without regard to race or color. Standards for determining overcrowding shall be applied uniformly throughout the system.

(m) Second Choice Where First Choice Is Denied.

✓ Any student whose choice is denied must be promptly notified in writing and given his choice of any school in the school system serving his grade level where space is available.

The student shall have seven days from the receipt of notice of a denial of first choice in which to exercise a second choice.

(n) Assignment by Superintendent in Default of Choice by Student. In order to utilize existing school space to the best advantage, a student who has not made a choice of a particular school may be assigned to such school as the Superintendent shall determine, provided such assignment is not based on race, color or national origin of any individual.

(o) Transportation. Where transportation is generally provided, buses must be routed to the maximum extent feasible in light of the geographic distribution of students, so as to serve students assigned in accordance with the provisions of this decree. Every student choosing either the formerly white or the formerly negro school nearest his residence must be transported to the school to which he is assigned under these provisions, whether or not it is his first choice, if that school is sufficiently distant

from his home to make him eligible for transportation under generally applicable transportation rules.

(p) **Officials not to Influence Choice.** At no time shall any official, teacher or employee of the school system influence any parent, or other adult person serving as a parent, or any student, in the exercise of a choice or favor or penalize any person because of a choice made. If the defendant school board employs professional guidance counselors; such persons shall base their guidance and counselling on the individual student's particular personal, academic and vocational needs. Such guidance and counselling by teachers as well as professional guidance counsellors shall be available to all students without regard to race or color.

(q) **Protection of Persons Exercising Choice.** Within their authority school officials are responsible for the protection of persons exercising rights under or otherwise affected by this decree. They shall, without delay, take appropriate action with regard to any student or staff member who interferes with the successful operation of the plan. Such interference shall include harassment, intimidation, threats, hostile words or acts, and similar behavior. The school board shall not publish, allow or cause to be published, the names or addresses of pupils exercising rights or otherwise affected by this decree. If officials of the school system are not able to provide sufficient protection, they shall seek whatever assistance is necessary from other appropriate officials.

3. **Prospective Students.** Each prospective new student shall be required to exercise a choice of schools before or at the time of enrollment.

All such students known to defendants shall be furnished a copy of the prescribed letter to parents, and choice form, by mail or in person, on the date the choice period opens or thereafter as the school system learns that he plans to enroll. Where there is no pre-registration procedure for newly entering students, copies of the choice forms shall be available at the Office of the Superintendent and at each school during the time the school is usually open.

#### 4. Transfers.

(a) Transfers for Students. Any student shall have the right, at the beginning of a new term, to transfer to any school from which he was excluded or would otherwise be excluded on account of his race or color.

(b) Transfers for Special Needs. Any student who requires a course of study not offered at the school to which he has been assigned may be permitted, upon his written application, at the beginning of any school term or semester, to transfer to another school which offers courses for his special needs if such student qualifies on his cumulative record; however, no such application shall be denied because of race, color or national origin.

(c) Special or Exceptional Schools. The assignment of pupils to special or exceptional schools and classes such as those for the physically handicapped, the emotionally disturbed, the brain damaged, the gifted, and the mentally retarded shall be made upon academic excellence, physical need, mental capacity, or emotional condition without regard to the nearness of such school of the residence of such pupil and without regard to race, color or national origin.

5. Services, Facilities, Activities and Programs. No student shall be segregated or discriminated against on account of race or color in any service, facility, activity or program (including transportation, athletics, or other extracurricular activity) that may be conducted or sponsored by or affiliated with the school in which he is enrolled. A student attending school for the first time on a desegregated basis may not be subject to any disqualification or waiting period for participation in activities and programs, including athletics, which might otherwise apply because he is a transfer or newly assigned student except that such transferees shall be subject to long-standing, non-racially based rules of city, county or state athletic associations dealing with the eligibility of transfer students for athletic contests. All school use or school-sponsored use of athletic fields, meeting rooms and all other school related services, facilities, activities and programs such as Commencement exercises and parent-teacher meetings which are open to persons other than enrolled students, shall be open to all persons without regard to race or color. All special educational programs conducted by the defendants shall be conducted without regard to race or color.

6. School Equalization.

(a) Inferior Schools. In the event that any schools heretofore maintained for Negro students should be determined to be inferior with regard to physical facilities, equipment, courses of instruction or instructional materials to the quality of those provided in schools previously maintained for white students, the defendants shall promptly take such steps as are necessary to provide physical facilities, equipment, courses of instruction, and instructional materials of quality equal to that provided in schools previously maintained for white

students. Conditions of overcrowding, as determined by pupil-teacher ratios and pupil-classroom ratios shall, to the extent feasible, be distributed evenly between schools formerly maintained for Negro students and those formerly maintained for white students. If for any reason it is not feasible to improve sufficiently any school formerly maintained for Negro students, where such improvement would otherwise be required by this subparagraph, such school shall be closed as soon as possible, and students enrolled in the school shall be reassigned on the basis of freedom of choice. By October of each year, defendants shall report to the Clerk of the Court pupil-teacher ratios, pupil-classroom ratios, and per-pupil expenditures both as to operating and capital improvement costs, and shall outline the steps to be taken and the time within which they shall accomplish the equalization of such schools.

(b) Remedial Programs. The defendants shall take steps to provide remedial education programs which will permit students attending or who have previously attended all Negro schools to overcome any past inadequacies in their education.

7. New Construction. The defendants, to the extent consistent with the proper operation of the school system as a whole, shall locate any new school and substantially expand any existing schools with the objective of eradicating the vestiges of the dual system and of eliminating the effects of segregation.

8. Faculty and Staff.

(a) Faculty Employment. Race or color shall not be a factor in the hiring, assignment, reassignment, promotion,

demotion, or dismissal of teachers and other professional staff members, including student teachers, except that race may be taken into account for the purpose of counteracting or correcting the effect of the segregated assignment of teachers in the dual system. Defendants shall take steps to assign teachers, principals and staff members to schools so that the faculty and staff is not composed exclusively of members of one race. Wherever possible, teachers shall be assigned so that more than one teacher of the minority race (white or Negro) shall be on a desegregated faculty. Defendants shall take positive and affirmative steps to accomplish the desegregation of their school faculties and to achieve substantial desegregation of faculties in as many of the schools as possible for the 1967-68 school year notwithstanding that teacher contracts for the 1967-68 school year may have already been signed and approved. The tenure of teachers in the system shall not be used as an excuse for failure to comply with this provision. The defendants shall establish as an objective that the pattern of teacher assignment to any particular school not be identifiable as tailored for a heavy concentration of either Negro or white pupils in the school.

(b) Dismissals. Teachers and other professional staff members may not be discriminatorily assigned, dismissed, demoted, or passed over for retention, promotion, or rehiring, on the ground of race or color. In any instance where one or more teachers or other professional staff members are to be displaced as a result of desegregation, no staff vacancy in the school system shall be filled

through recruitment from outside the system unless no such displaced staff member is qualified to fill the vacancy. If, as a result of desegregation, there is to be a reduction in the total professional staff of the school system, the qualifications of all staff members in the system shall be evaluated in selecting the staff member to be released without consideration of race or color. A report containing any such proposed dismissals, and the reasons therefor, shall be filed with the Clerk of the Court, serving copies upon opposing counsel, within five (5) days after such dismissal, demotion, etc., as proposed.

9. Reports to the Court.

(a) Report on Choice Period. The defendants shall serve upon the opposing parties and file with the Clerk of the Court on or before June 15, 1967, and in each subsequent year on or before June 1, a report tabulating by race the number of choice applications and transfer applications received for enrollment in each grade in each school in the system, and the number of choices and transfers granted and the number of denials in each grade of each school. The report shall also state any reasons relied upon in denying choice and shall tabulate, by school and by race of student, the number of choices and transfers denied for each such reason.

In addition, the report shall show the percentage of pupils actually transferred or assigned from segregated grades or to schools attended predominantly by pupils of a race other than the race of the applicant, for attendance during the 1966-67 school year, with comparable data for the 1965-66 school year. Such

additional information shall be included in the report served upon opposing counsel and filed with the Clerk of the Court.

(b) Report After School Opening. The defendants shall, in addition to reports elsewhere described, serve upon opposing counsel and file with the Clerk of the Court within 15 days after the opening of schools for the fall semester of each year, a report setting forth the following information:

(i) The name, address, grade, school of choice and school of present attendance of each student who has withdrawn or requested withdrawal of his choice of school or who has transferred after the start of the school year, together with a description of any action taken by the defendants on his request and the reasons therefor.

(ii) The number of faculty vacancies, by school, that have occurred or been filled by the defendants since the order of this Court or the latest report submitted pursuant to this subparagraph. This report shall state the race of the teacher employed to fill each such vacancy and indicate whether such teacher is newly employed or was transferred from within the system. The tabulation of the number of transfers within the system shall indicate the schools from

which and to which the transfers were made. The report shall also set forth the number of faculty members of each race assigned to each school for the current year.

(iii) The number of students, by race, in each grade of each school.

10. Explanatory Letter. The defendants in complying with the provisions of Paragraph 2 of this decree, with regard to the mailing of explanatory letters and choice forms, shall use explanatory letters and choice forms in substantially the following form:

Board of Public Instruction  
Indian River County  
Vero Beach, Florida 32960

(Date Sent)

Dear Parent:

All grades in our school system will be desegregated next year. Any student who will be entering one of these grades next year may choose to attend any school in our system, regardless of whether that school was formerly all-white or all-Negro. It does not matter which school your child is attending this year. You and your child may select any school you wish.

Every student, white and Negro, must make a choice of schools. If a child is entering the ninth or higher grade, or if the child is fifteen years old or older, he may make the choice himself. Otherwise a parent or other adult serving as parent must sign the choice form. A child enrolling in the school system for the first time must make a choice of schools before or at the time of his enrollment.

The form on which the choice should be made is attached to this letter. It should be completed and returned by March 31, 1967. You may mail it in the enclosed envelope, or deliver it by messenger or by hand to any school principal or to the Office of the Superintendent. No one may require you to return your choice form before March 31, 1967 and no preference is given for returning the choice form early.

No principal, teacher or other school official is permitted to influence anyone in making a choice or to require early return of the choice form. No one is permitted to favor or penalize any student or other person because of a choice made. A choice once made cannot be changed except for serious hardship.

No child will be denied his choice unless for reasons of overcrowding at the school chosen, in which case children living nearest the school will have preference.

Transportation will be provided, if reasonably possible, no matter what school is chosen.

All parents will be sent a notice of the school to which their child will be assigned no later than June 2, 1967, by first class mail to their last known address.

Additional information concerning assignment procedures may be obtained by contacting Mr. Drennen Browne, Director of Educational Services, at the County School Office located at 1426 - 19th Street or by calling telephone number 562-6468.

Your School Board and the school staff will do everything we can to see to it that the rights of all students are protected and that desegregation of our schools is carried out successfully.

Sincerely yours,  
Superintendent.

**CHOICE FORM**

This form is provided for you to choose a school for your child to attend next year. You have 30 days to make your choice. It does not matter which school your child attended last year, and does not matter whether the school you choose was formerly a white or Negro school. This form must be mailed or brought to the principal of any school in the system or to the office of the Superintendent, Board of Public Instruction, Indian River County, Vero Beach, Florida 32960, by June 1, 1967. A choice is required for each child.

Name of child \_\_\_\_\_  
(Last) (First) (Middle)

Address \_\_\_\_\_

Mailing address, if different from above \_\_\_\_\_

Telephone No. at Home \_\_\_\_\_ Telephone No. at Work \_\_\_\_\_

Name of Parent or other adult serving as parent \_\_\_\_\_

If child is entering first grade, date of birth: \_\_\_\_\_  
(Month) (Day) (Year)

Grade child is entering \_\_\_\_\_

School attended last year \_\_\_\_\_

Choose one of the following schools by marking an X beside the name.

| Name of School | Grade | Location |
|----------------|-------|----------|
| _____          | _____ | _____    |
| _____          | _____ | _____    |
| _____          | _____ | _____    |
| _____          | _____ | _____    |

Signature \_\_\_\_\_  
Date \_\_\_\_\_

To be filled in by Superintendent:  
School Assigned \_\_\_\_\_

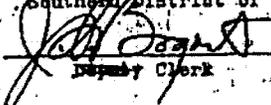
11. Jurisdiction is hereby retained to assure the full implementation of this Order and to make such other and further Orders that the Court may deem necessary and just and as changes and circumstances might require.

DONE AND ORDERED at Miami, Florida, this 13<sup>th</sup> day of May, 1967.

**C. CLYDE ATKINS**

Judge

I certify the foregoing to be a true and correct copy of the original which has been filed of record in this Office.  
Joseph I. Bogart, Clerk  
United States District Court  
Southern District of Florida

By   
Deputy Clerk

COPY

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT COURT OF FLORIDA

CASE NO. 64-721-Civ-ATKINS

DENISE SHARPTON, DARRYL  
SHARPTON, et al.,

Plaintiffs,

-vs-

THE BOARD OF PUBLIC INSTRUCTION  
OF INDIAN RIVER COUNTY, FLORIDA,  
et al,

Defendants.

D.C.  
MAY 2 1974  
U.S. DISTRICT COURT  
MIAMI

REVISED ORDER APPROVING PLAN

This cause arose based on the Parties joint Motion Requesting Approval of Revised Order Approving Plan. The School Board of Indian River County, Florida, hereafter referred to as the "School Board", and The National Association for the Advancement of Colored People, Indian River County Branch, hereafter referred to as the "NAACP", requested this Court's consideration and approval of a Revised Order Approving Plan which has been negotiated and approved by the remaining parties to this case. The Court, having considered the joint motion of the parties, the facts, the record, the plan as presented in the Motion and the history of cooperation of the parties, does hereby

Find as facts:

In 1964, two sets of parents with students in the Indian River County public school system filed suit stating there existed in Indian River County a segregated system of public schools. This Court entered an Order Approving Plan on May 19, 1969, based on a plan put

Exhibit II

forth by the parties. This plan called for complete desegregation of the public school system. Since the entry of the Order Approving Plan, dated May 19, 1969, the school system changed by closing three formerly all-black schools, two were permanently closed and the third was integrated according to the terms of the plan. One of the terms of the plan specified that there would only be one school providing all the children of Indian River County with a sixth (6th) grade education. That first sixth (6th) grade school was located in the middle of Indian River County and was called Gifford Middle Six.

In the late 1970's a second sixth (6th) grade was established in a new school, Sebastian River Middle Junior High School. This school started out serving the growing but less populated northern part of Indian River County. Where the former plan had provided for all students in Indian River County to attend the 6th grade at Gifford Middle Six, the new school allowed North county residents to attend the sixth (6th) grade at Sebastian River Middle Junior High School. No modification was sought to amend the 1969 Order Approving Plan and no objection was raised in the public meetings of the School Board to the second sixth (6th) grade being established.

In the late 1980's the School Board adopted a reorganization plan for the establishment of a "middle school system" to replace the elementary schools (K-5), sixth grade school, seventh grade school, junior high school (8 & 9) and high school system. The middle school system would operate elementary schools (K-5), middle schools (6-8) and high schools (9-12). This plan has been debated, negotiated and agreed upon by the parties, with certain conditions. The conditions center around maintaining a racial balance of students, teachers and noninstructional employees throughout the school system, at each school site and in proportion to the number of minorities in the county wide population.

Through a series of meetings spanning 1990-1993, pursuant to this Court's direction, the parties have met and reached an agreement which they are now requesting this Court to review and approve. The parties have acknowledged that during the span of approximately thirty (30) years since the entry of this Court's last order approving the 1969 plan, schools have come and gone and the student population of Indian River County has risen from 8,500 to almost 13,000. Under current conditions, the 1969 plan makes it difficult for the School Board to maintain an educationally sound program for all student. Therefore, the aforesaid changes are necessary to foster an effective operation of this School District.

This Court does therefore

**Order and Adjudge** that the following plan of organization of the School District of Indian River County, Florida is approved.

The School Board middle school system reorganization plan and update of minority achievement plan shall be implemented as set forth below and any modification of the following be discussed by the parties and the results of those discussions be forwarded to this Court for further action.

#### I. Facilities Reorganization

- \* The School Board may officially close Gifford Middle 6 in June of 1995 as a sixth grade center. The School Board is currently working on a list of future uses for that building. All faculty and staff will be reassigned.
- \* The School Board may officially close Gifford Middle 7 as a seventh grade center in June of 1995 and reopen it as Gifford Middle Magnet, grades 6, 7, and 8 in August of 1995.
- \* The School Board may officially rename Vero Beach Junior High to Vero Beach Middle, grades 6, 7, and 8 in August of 1995.
- \* The School Board may officially rename Sebastian River Middle/Junior High School to Sebastian River Middle School, grades 6, 7, and 8. All 9th grade students will be reassigned to the new high school.
- \* The school district will open the new South County Middle School with 6, 7 and 8 grades in August of 1995.
- \* The school district will open the new Sebastian River High School with grades 9, 10 and 11 in August of 1994. Grade 12 will be added in 1995-1996.
- \* The School Board will move the 9th graders from Vero Beach Junior High to Vero Beach High School in August of 1995.

These recommendations are subject to be delayed or modified if the building program is delayed and/or modified and if the over-crowding at Vero Beach Senior High cannot be

addressed by another option.

## II. Minority Teacher Ratio

A significant effort will be made to bring the ratio of minority teachers in the teaching population in line with the ratio of minority students in the student population. A "significant effort" will be defined as a range of 20% to 40% per annum of all new hires and replacement teachers employed during the next three years and beyond until the proper ratio has been achieved. Should the agreed yearly range not be met, the district will document by November 1st of each year the number of letters of intent offered and refused. The parties agree that all teachers to be hired must be qualified, and the district will ensure that qualifications requirements are applied uniformly and publicized with respect to both minority and non-minority applicants.

## III. Minority Teacher Recruitment/Employment

The School District will utilize all possible/appropriate strategies in attempting to employ minority teachers. Those strategies include, but are not limited to:

1. Using staff and lay citizens to facilitate recruiting;
2. Visiting colleges/universities/career fairs to recruit potential minority teachers;
3. Having potential minority teaching candidates visit Indian River County;
4. Designating a staff member or consultant to visit colleges of education in the region to interview and offer letter of intent;
5. Having the local businesses and banks assist with moving expenses and start up costs;
6. Working with the teachers' union to facilitate the employment of these and other critical shortage area faculty; and
7. Utilizing current Indian River County hiring practices of application, structured interviewing by individuals in the district office, and interviewing by building

principals and/or members of the School Improvement Teams. When these hiring practices fail to produce appropriate minority staffing results, the Superintendent will take the necessary steps to achieve compliance. This Recruitment/Employment plan shall not alter the School Board's authority, pursuant to Section 230.23, Fla.Stats., including the authority to designate positions to be filled, prescribe qualifications for those positions, and provide for the appointment, compensation, promotion, suspension, and dismissal of employees nor shall it alter the Superintendent's authority under Section 230.33, Fla.Stats. including those duties of recommending employment positions to be filled and persons to fill those positions. The Superintendent retains final approval for hiring all employees.

#### IV. Minority Faculty/Staff Assignment by School

The School District of Indian River County acknowledges that some schools do not have minority teachers on staff. The School District agrees that every school will have minority representation on the instructional or administrative staff by November 1, 1994. This representation will not be achieved by shifting minority teachers among the staff unless no positions are being added to one of these schools. The School Board will attempt to encourage and place more minorities in "higher level" non-instructional positions, such as supervisor, administrative secretary, etc. The School Board will also work to provide additional minority representation on the coaching staff in the school district.

#### V. Future Schools in the Gifford Community

A substantial building renovation program of approximately five million dollars is planned at Middle Seven (formerly Gifford Middle High School). It is intended to utilize that facility as a sixth, seven, and eighth grade middle school with a special magnet instructional program. The NAACP shall select a representative to attend all future facility/construction planning sessions associated with the renovation.

The current Gifford Middle Six will be closed as a sixth grade center. Its anticipated future operation, while currently in planning stages, has centered around the following scenarios including, but not limited to, one or more of the following:

1. A pre-school facility providing low-cost child care and pre-school academic instruction.
2. An elementary magnet school with a specific curriculum; possible a school of the

- performing arts or a math and science magnet school.
3. An adult education center providing a more expanded adult education program.
  4. A specialized vocational center providing training in fields like technology, cosmetology, and nursing.
  5. A community youth center providing recreational and counseling opportunities for the young people in the community.
  6. Early intervention classes for three and four year old (Pre K site)
  7. Adult Literacy (GED)
  8. Parent Education
  9. After School Enrichment
  10. Senior Center
  11. Recreation Center (Family)
  12. Social Services Agencies (satellite site)
  13. Computing Center
  14. Library (satellite)
  15. Career Development Center
  16. Extension Center
  17. Medical Services (Well-child Clinic)
  18. DARE office or COPE office

The above list of options is open for discussion. The school district has no intention of abandoning the Gifford Middle Six facility. Whatever scenario is selected will have to generate a revenue stream to assist with utilities and other operational expenses of the building.

#### VI. Minority Student Achievement/Resource Allocation

A meaningful multicultural achievement plan will be implemented and monitored so that the academic achievement of minority students in Indian River County is improved. The plan will be presented to the School Board no later than January of 1994. The district will closely monitor students assigned to ESE and Alternative Education.

In cases where these numbers exceed state and district averages, a plan of action will be developed in consultation with the NAACP for immediate intervention.

#### VII. Student Assignments

The district will continue the practice of curricular and programmatic choice in assigning students who may reside outside an attendance area of school on a space available basis. This will allow all students to take advantage of special programs. The percentage of minority students assigned to individual schools should be consistent with the percentage of minority students represented in the school district. At the present time there are 17.8% minority students in the school system.

The School District will allocate student populations at each school in proportion to the percentage distribution of minority students system-wide within a range of plus or minus 9%. The School District needs to keep this percentage range wide enough to satisfy natural fluctuation. The Parties feel 9%-27% will eliminate additional extensive transportation of students.

#### VIII. Plan Supervision

The School District will continue under this Revised Order Approving Plan while the plan is implemented. This will maintain an avenue for dealing with problems should any occur in the process of implementation. This Revised Order Approving Plan will continue in effect until further Court Order. This case will remain open; the parties agree there has not yet been a determination of unitary status and the Court shall retain jurisdiction of this case.

#### IX. Transportation

There are no requirements for any change to the current transportation system.

#### X. Extra-Curricular

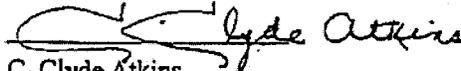
There are no requirements for change to the current extra-curricular structure.

#### XI. Changes and Disputes

The Parties agree that changes to this plan may be made in writing and upon mutual

agreement. The Parties agree to continue to work together to provide for the changing student and adult populations of Indian River County. If either Party feels there is a need to meet on any issue relating to this or any subsequent plan for desegregation, they shall notify the other and make arrangements through their appropriate officers to meet and discuss the issues prior to the need for Court action. If there is a dispute over any issues relating to desegregation, be it an issue covered in this plan or one not covered, every effort shall be made to handle those issues between the Parties without the necessity for Court action. Mediation methods and techniques shall be employed where meetings between the parties are unsuccessful. The Parties to this case and their successors have enjoyed a long relationship of cooperation through negotiation and settlement of their disputes by agreement. It is the intent of this plan to continue that relationship through a commitment to meetings and negotiation rather than litigation.

DONE AND ORDERED this 23<sup>rd</sup> day of May, 1994 in Miami,  
Florida.

  
C. Clyde Atkins  
United States District Judge

cc: G. Russell Petersen, Esq.  
Norman J. Chachkin, Esq.

2014-2015 Ethnicity – Race Report as of February 10, 2015

| School  | White  | Black  | Hispanic | Asian | Other |
|---|--------|--------|----------|-------|-------|
| Alternative Center<br>Instructional Staff w         | 75.0%  | 16.7%  | 8.30%    | 0%    | 0%    |
| Support Staff                                       | 37.5%  | 62.5%  | 0%       | 0%    | 0%    |
| Students  | 26.92% | 55.77% | 17.31%   | 0%    | 0%    |
| Beachland Elementary<br>Instructional Staff ww      | 87.8%  | 4.9%   | 4.9%     | 0.0%  | 2.4%  |
| Support Staff                                       | 73.00% | 7.0%   | 20.0%    | 0%    | 0%    |
| Students  | 61.54% | 20.58% | 13.08%   | .77%  | 4.04% |
| Citrus Elementary<br>Instructional Staff ww         | 94.7%  | 5.3%   | 0%       | 0%    | 0%    |
| Support Staff                                       | 80.80% | 11.50% | 7.70%    | 0%    | 0%    |
| Students  | 52.6%  | 21.02% | 21.59%   | .71%  | 3.69% |
| Dodgertown Elementary<br>Instructional Staff WH     | 90.2%  | 4.9%   | 4.9%     | 0.0%  | 0%    |
| Support Staff                                       | 42.90% | 47.60% | 9.50%    | 0%    | 0%    |
| Students  | 25.49% | 38.34% | 33.33%   | .22%  | 2.40% |
| Fellsmere Elementary<br>Instructional Staff HW      | 80.4%  | 5.4%   | 12.5%    | 0.0%  | 1.8%  |
| Support Staff                                       | 59.0%  | 7.0%   | 28.0%    | 3.0%  | 3.0%  |
| Students  | 9.57%  | 4.71%  | 85.41%   | .15%  | .15%  |
| Gifford Middle School<br>Instructional Staff WBW    | 87.7%  | 8.8%   | 3.5%     | 0%    | 0.0%  |
| Support Staff                                       | 57.0%  | 38.0%  | 5.0%     | 0%    | 0%    |
| Students  | 54.10% | 26.63% | 13.98%   | 1.57% | 3.01% |
| Glendale Elementary<br>Instructional Staff ww       | 93.8%  | 4.2%   | 2.1%     | 0.0%  | 0.0%  |
| Support Staff                                       | 79.0%  | 16.0%  | 5.0%     | 0%    | 0%    |
| Students  | 48.99% | 24.22% | 18.72%   | 1.47% | 6.06% |
| Indian River Academy<br>Instructional Staff ww      | 86.8%  | 5.30%  | 7.90%    | 0%    | 0%    |
| Support Staff                                       | 61.10% | 38.90% | 0%       | 0%    | 0%    |
| Students  | 36.72% | 33.40% | 22.61%   | 2.49% | 4.36% |
| Liberty Magnet School<br>Instructional Staff BW     | 80.5%  | 7.3%   | 12.2%    | 0.0%  | 0.0%  |
| Support Staff                                       | 84.20% | 5.30%  | 10.50%   | 0%    | 0%    |
| Students  | 68.12% | 8.56%  | 16.58%   | 3.46% | 3.28% |
| Osceola Magnet School<br>Instructional Staff ww     | 97.3%  | 2.7%   | 0%       | 0%    | 0%    |
| Support Staff                                       | 66.67% | 26.67% | 6.67%    | 0%    | 0%    |
| Students  | 67.66% | 11.03% | 15.33%   | 2.24% | 3.55% |
| Oslo Middle School<br>Instructional Staff BBW       | 77.2%  | 17.5%  | 5.3%     | 0%    | 0.0%  |
| Support Staff                                       | 54.0%  | 39.0%  | 7.0%     | 0%    | 0%    |
| Students  | 48.81% | 22.60% | 20.56%   | 2.26% | 4.97% |
| Pelican Island Elementary<br>Instructional Staff BW | 88.6%  | 6.8%   | 2.3%     | 0%    | 2.3%  |
| Support Staff                                       | 52.17% | 39.13% | 4.35%    | 4.35% | 0%    |
| Students  | 61.73% | 19.59% | 9.57%    | 68%   | 7.74% |

Exhibit III

2014-2015 Ethnicity – Race Report as of February 10, 2015

| School  | White  | Black  | Hispanic | Asian | Other |
|---|--------|--------|----------|-------|-------|
| Rosewood Magnet School<br>Instructional Staff WW    | 89.7%  | 5.1%   | 5.1%     | 0.0%  | 0.0%  |
| Support Staff                                       | 55.56% | 33.33% | 5.56%    | 0%    | 5.56% |
| Students  | 74.82% | 11.41% | 9.96%    | 1.09% | 2.72% |
| Sebastian Elementary<br>Instructional Staff BW      | 92.1%  | 5.3%   | 2.6%     | 0.0%  | 0.0%  |
| Support Staff                                       | 68.40% | 15.80% | 10.50%   | 0%    | 5.30% |
| Students  | 67.72% | 15.16% | 10.04%   | 1.18% | 5.91% |
| Sebastian River Middle<br>Instructional Staff BBW   | 78.0%  | 6.8%   | 11.9%    | 1.7%  | 1.7%  |
| Support Staff                                       | 50.0%  | 20.80% | 29.20%   | 0%    | 0%    |
| Students  | 52.36% | 8.75%  | 34.64%   | 6.9%  | 3.34% |
| Sebastian River High<br>Instructional Staff WBBWW   | 82.9%  | 6.8%   | 7.7%     | 0.9%  | 1.7%  |
| Support Staff                                       | 64.60% | 14.60% | 20.80%   | 0%    | 0%    |
| Students  | 59.41% | 10.51% | 25.82%   | 7.5%  | 3.13% |
| Storm Grove Middle<br>Instructional Staff BBW       | 72.9%  | 18.6%  | 6.8%     | 1.7%  | 0.0%  |
| Support Staff                                       | 46.20% | 50.0%  | 3.80%    | 0%    | 0%    |
| Students  | 61.28% | 14.19% | 19.58%   | 2.09% | 2.75% |
| Treasure Coast Elementary<br>Instructional Staff WB | 85.1%  | 4.3%   | 4.3%     | 4.3%  | 2.1%  |
| Support Staff                                       | 76.50% | 17.60% | 5.90%    | 0%    | 0%    |
| Students  | 65.43% | 10.65% | 18.83%   | 1.70% | 3.40% |
| Vero Beach Elementary<br>Instructional Staff WW     | 89.3%  | 8.9%   | 1.8%     | 0.0%  | 0.0%  |
| Support Staff                                       | 73.30% | 16.70% | 3.30%    | 0%    | 6.70% |
| Students  | 36.56% | 26.14% | 29.96%   | 1.76% | 5.58% |
| Vero Beach High<br>Instructional Staff WBWWWW       | 86.0%  | 7.0%   | 6.4%     | 0.6%  | 0.0%  |
| Support Staff                                       | 56.90% | 33.30% | 5.60%    | 1.40% | 2.80% |
| Students  | 60.81% | 20.28% | 14.26%   | 1.86% | 2.63% |
| Wabasso<br>Instructional Staff W                    | 92.3%  | 0%     | 7.7%     | 0%    | 0%    |
| Support Staff                                       | 58.3%  | 41.7%  | 0%       | 0%    | 0%    |
| Students  | 48.31% | 27.12% | 16.95%   | 8.5%  | 6.78% |

| District Totals                     | White | Black | Hispanic | Asian | Other |
|-------------------------------------|-------|-------|----------|-------|-------|
| Instructional Staff                 | 86%   | 7.2%  | 5.6%     | .5%   | .7%   |
| Support Staff                       | 62.4% | 26.9% | 8.7%     | .5%   | 1.5%  |
| Students                            | 54%   | 18%   | 23%      | 1%    | 4%    |
| Administrative Staff - District     | 71%   | 23.2% | 5.8%     | 0%    | 0%    |
| Administrative Staff – School Based | 70.6% | 25.5% | 3.9%     | 0%    | 0%    |

2014-2015 Ethnicity – Race Report as of February 10, 2015

| Charter Schools – Students Only | White  | Black  | Hispanic | Asian | Other |
|---------------------------------|--------|--------|----------|-------|-------|
| North County Charter            | 59.93% | 14.04% | 20.89%   | 1.37% | 3.77% |
| IR Charter High School          | 76.18% | 5.19%  | 11.45%   | 2.29% | 4.89% |
| St. Peter's Academy             | 1.65%  | 62.81% | 34.71%   | 0%    | .83%  |
| Imagine School                  | 76.65% | 4.69%  | 12.51%   | 2.01% | 4.13% |
| Sebastian Charter Jr. High      | 58.20% | 5.47%  | 33.20%   | 1.95% | 1.17% |

2013-2014

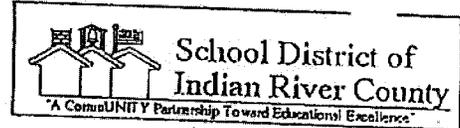
| School/Principal    |                | White | Black |    | Hispanic | Asian | Other/Multi |
|---------------------|----------------|-------|-------|----|----------|-------|-------------|
| Beachland Elem      | Instruc St     | 90.9  | 4.5   | -  | 2.3      | 0     | 2.3         |
|                     | VW Support St  | 55.6  | 11.1  | OK | 33.3     | 0     | 0           |
|                     | Students       | 65.1  | 20.3  | OK | 12.1     | 1     | 1.5         |
| Citrus Elem         | Instruc St     | 94.6  | 5.4   | -  | 0        | 0     | 0           |
|                     | VW Support St  | 68.4  | 21.1  | OK | 10.5     | 0     | 0           |
|                     | Students       | 53.3  | 18.9  | OK | 22.3     | 1     | 4.5         |
| DodgerTown Elem     | Instruc St     | 90.2  | 4.9   | -  | 2.4      | 2.4   | 0           |
|                     | VW Support St  | 46.7  | 40    | +  | 13.3     | 0     | 0           |
|                     | Students       | 29.4  | 32.7  | +  | 35       | 0.5   | 2.4         |
| Fellsmere Elem      | Instruc St     | 82.8  | 5.2   | -  | 10.3     | 0     | 1.7         |
|                     | HW Support St  | 44.4  | 5.6   | -  | 38.9     | 5.6   | 5.6         |
|                     | Students       | 11.4  | 3.2   | -  | 84.7     | 0.3   | 0.4         |
| Glendale Elem       | Instruc St     | 88.9  | 4.4   | -  | 4.4      | 0     | 2.2         |
|                     | VW Support St  | 84.6  | 7.7   | -  | 7.7      | 0     | 0           |
|                     | Students       | 48.8  | 23.7  | OK | 18.7     | 1.7   | 7.1         |
| Highlands Elem      | Instruc St     | 92.1  | 0     | -  | 7.9      | 0     | 0           |
|                     | VW Support St  | 57.1  | 35.7  | +  | 7.1      | 0     | 0           |
|                     | Students       | 38    | 36.1  | +  | 19.5     | 1.7   | 4.7         |
| Liberty Magnet      | Instruc St     | 80.5  | 7.3   | -  | 12.2     | 0     | 0           |
|                     | BW Support St  | 76.9  | 7.7   | -  | 15.4     | 0     | 0           |
|                     | Students       | 70.6  | 7.5   | -  | 15.7     | 3.8   | 2.4         |
| Osceola Magnet      | Instruc St     | 97.3  | 2.7   | -  | 0        | 0     | 0           |
|                     | VW Support St  | 60    | 30    | +  | 10       | 0     | 0           |
|                     | Students       | 71.4  | 9.9   | OK | 12.7     | 3.2   | 2.8         |
| Pelican Island Elem | Instruc St     | 90.9  | 9.1   | OK | 0        | 0     | 0           |
|                     | BW Support St  | 47.1  | 47.1  | +  | 5.9      | 0     | 0           |
|                     | Students       | 58.8  | 20.4  | OK | 11.4     | 0     | 9.4         |
| Rosewood Magnet     | Instruc St     | 89.5  | 5.3   | -  | 5.3      | 0     | 0           |
|                     | VW Support St  | 57.1  | 42.9  | +  | 0        | 0     | 0           |
|                     | Students       | 73.7  | 12    | OK | 11.3     | 0.7   | 2.3         |
| Sebastian Elem      | Instruc St     | 92.5  | 5     | -  | 2.5      | 0     | 0           |
|                     | BW Support St  | 81.8  | 9.1   | OK | 0        | 0     | 9.1         |
|                     | Students       | 69.3  | 14.8  | OK | 9.7      | 1.5   | 4.7         |
| Treasure Coast Elem | Instruc St     | 87.2  | 4.3   | -  | 4.3      | 2.1   | 0           |
|                     | WB Support St  | 54.5  | 36.4  | +  | 9.1      | 0     | 0           |
|                     | Students       | 63.3  | 10.5  | OK | 21.3     | 1.4   | 3.5         |
| Vero Beach Elem     | Instruc St     | 91.5  | 6.8   | -  | 1.7      | 0     | 0           |
|                     | VW Support St  | 72    | 20    | OK | 0        | 0     | 8           |
|                     | Students       | 38.5  | 26.2  | OK | 27.8     | 1.9   | 5.6         |
| Gifford MS          | Instruc St     | 91.5  | 6.8   | -  | 1.7      | 0     | 0           |
|                     | WBW Support St | 50    | 50    | +  | 0        | 0     | 0           |
|                     | Students       | 55.3  | 26.2  | OK | 13.1     | 1.5   | 3.9         |
| Oslo MS             | Instruc St     | 76.8  | 17.9  | OK | 5.4      | 0     | 0           |
|                     | BBW Support St | 52.9  | 35.3  | +  | 11.8     | 0     | 0           |
|                     | Students       | 49.6  | 22.4  | OK | 20       | 2.3   | 5.7         |
| Sebastian River MS  | Instruc St     | 74.2  | 8.1   | -  | 12.9     | 1.6   | 3.2         |
|                     | WBW Support St | 56.3  | 25    | OK | 18.8     | 0     | 0           |
|                     | Students       | 51.7  | 10.3  | OK | 35.1     | 0.4   | 2.5         |
| Storm Grove MS      | Instruc St     | 71.4  | 19.6  | OK | 8.9      | 0     | 0           |
|                     | BBW Support St | 61.5  | 38.5  | +  | 0        | 0     | 0           |
|                     | Students       | 63.4  | 14.8  | OK | 17.3     | 1.4   | 3.1         |
| Sebastian River HS  | Instruc St     | 83.5  | 6.1   | -  | 8.7      | 0     | 1.7         |
|                     | WBW Support St | 63.2  | 15.2  | OK | 21.2     | 0     | 0           |
|                     | Students       | 59.9  | 9.7   | OK | 25.8     | 1     | 3.6         |
| Vero Beach HS       | Instruc St     | 87.1  | 6.5   | -  | 5.8      | 0.6   | 0           |
|                     | WBW Support St | 50    | 37.9  | +  | 6.9      | 1.7   | 3.4         |
|                     | Students       | 62    | 20.3  | OK | 13.3     | 1.6   | 2.8         |

*Racial Identification of Instructional Staff, Support Staff and Students, by School (%)*

Note: W=White, B=Black, H=Hispanic, "+"= exceeds Order, OK = compliance with Order, "-" = less than Order

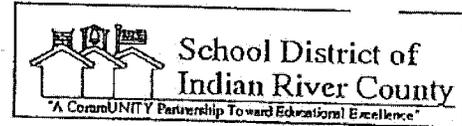
# Ethnic by School with Percentages & Total School Enrollment

Detail Filter: Current Enrollment



| Fac/Abbr        | Total         | Amer.Indian |              | Asian      |              | Black        |               | Hispanic     |               | Multiracial |              | White        |               |
|-----------------|---------------|-------------|--------------|------------|--------------|--------------|---------------|--------------|---------------|-------------|--------------|--------------|---------------|
|                 | Cnt           | Cnt         | Pct          | Cnt        | Pct          | Cnt          | Pct           | Cnt          | Pct           | Cnt         | Pct          | Cnt          | Pct           |
| <b>County</b>   |               |             |              |            |              |              |               |              |               |             |              |              |               |
| ADULT ED        | 325           |             |              | 4          | 1.23%        | 75           | 23.08%        | 88           | 27.08%        | 2           | 0.62%        | 156          | 48.00%        |
| ALT ED          | 51            | 1           | 1.96%        |            |              | 28           | 54.90%        | 6            | 11.76%        |             |              | 16           | 31.37%        |
| BEACHLAND       | 583           |             |              | 4          | 0.69%        | 120          | 20.58%        | 71           | 12.18%        | 13          | 2.23%        | 375          | 64.32%        |
| CITRUS          | 680           | 7           | 1.03%        | 6          | 0.88%        | 133          | 19.56%        | 153          | 22.50%        | 26          | 3.82%        | 355          | 52.21%        |
| DODGERTOWN      | 466           | 2           | 0.43%        | 3          | 0.64%        | 161          | 34.55%        | 163          | 34.98%        | 8           | 1.72%        | 129          | 27.68%        |
| FELLSMERE       | 686           |             |              | 1          | 0.15%        | 21           | 3.06%         | 590          | 86.01%        | 2           | 0.29%        | 72           | 10.50%        |
| GIFFORD         | 872           | 8           | 0.92%        | 12         | 1.38%        | 227          | 26.03%        | 116          | 13.30%        | 27          | 3.10%        | 482          | 55.28%        |
| GLENDALE        | 503           | 3           | 0.60%        | 8          | 1.59%        | 115          | 22.86%        | 99           | 19.68%        | 34          | 6.76%        | 244          | 48.51%        |
| HIGHLANDS       | 478           | 2           | 0.42%        | 11         | 2.30%        | 175          | 36.61%        | 91           | 19.04%        | 20          | 4.18%        | 179          | 37.45%        |
| LIBERTY MAGNET  | 540           |             |              | 21         | 3.89%        | 37           | 6.85%         | 82           | 15.19%        | 13          | 2.41%        | 387          | 71.67%        |
| NUMBER-JOHN MCK | 47            |             |              |            |              | 5            | 10.64%        | 7            | 14.89%        |             |              | 35           | 74.47%        |
| OSCEOLA         | 530           | 1           | 0.19%        | 17         | 3.21%        | 54           | 10.19%        | 69           | 13.02%        | 14          | 2.64%        | 375          | 70.75%        |
| OSLO            | 912           | 5           | 0.55%        | 21         | 2.30%        | 200          | 21.93%        | 183          | 20.07%        | 46          | 5.04%        | 457          | 50.11%        |
| PELICAN IS      | 484           | 2           | 0.41%        | 6          | 1.24%        | 92           | 19.01%        | 57           | 11.78%        | 38          | 7.85%        | 289          | 59.71%        |
| ROSEWOOD        | 549           |             |              | 4          | 0.73%        | 65           | 11.84%        | 64           | 11.66%        | 11          | 2.00%        | 405          | 73.77%        |
| SEB ELEM        | 544           | 1           | 0.18%        | 8          | 1.47%        | 79           | 14.52%        | 52           | 9.56%         | 32          | 5.88%        | 372          | 68.38%        |
| SEB MIDDLE      | 848           | 4           | 0.47%        | 3          | 0.35%        | 87           | 10.26%        | 302          | 35.61%        | 18          | 2.12%        | 434          | 51.18%        |
| SRHS            | 1,840         | 6           | 0.33%        | 20         | 1.09%        | 188          | 10.22%        | 475          | 25.82%        | 62          | 3.37%        | 1,089        | 59.18%        |
| STORM GROVE MID | 927           | 1           | 0.11%        | 14         | 1.51%        | 140          | 15.10%        | 155          | 16.72%        | 27          | 2.91%        | 590          | 63.65%        |
| TREASURE COAST  | 653           |             |              | 9          | 1.38%        | 68           | 10.41%        | 138          | 21.13%        | 24          | 3.68%        | 414          | 63.40%        |
| VB ELEM         | 707           | 1           | 0.14%        | 13         | 1.84%        | 183          | 25.88%        | 201          | 28.43%        | 38          | 5.37%        | 271          | 38.33%        |
| VBHS            | 2,739         | 6           | 0.22%        | 44         | 1.61%        | 554          | 20.23%        | 370          | 13.51%        | 73          | 2.67%        | 1,692        | 61.77%        |
| WABASSO         | 137           |             |              | 1          | 0.73%        | 35           | 25.55%        | 27           | 19.71%        | 8           | 5.84%        | 66           | 48.18%        |
| <b>TOTAL</b>    | <b>16,101</b> | <b>50</b>   | <b>0.53%</b> | <b>230</b> | <b>1.44%</b> | <b>2,842</b> | <b>19.73%</b> | <b>3,559</b> | <b>21.90%</b> | <b>536</b>  | <b>3.55%</b> | <b>8,884</b> | <b>53.47%</b> |

# Ethnic by School with Percentages & Total School Enrollment



Detail Filter: Current Enrollment

| Fac/Abbr        | Total  | Amer.Indian |       | Asian |       | Black |        | Hispanic |         | Multiracial |       | White  |        |
|-----------------|--------|-------------|-------|-------|-------|-------|--------|----------|---------|-------------|-------|--------|--------|
|                 | Cnt    | Cnt         | Pct   | Cnt   | Pct   | Cnt   | Pct    | Cnt      | Pct     | Cnt         | Pct   | Cnt    | Pct    |
| <b>Charter</b>  |        |             |       |       |       |       |        |          |         |             |       |        |        |
| ES/PK/HOME      | 12     |             |       |       |       | 2     | 16.67% | 4        | 33.33%  |             |       | 6      | 50.00% |
| HOME BASED      | 713    | 1           | 0.14% | 8     | 1.12% | 24    | 3.37%  | 34       | 4.77%   | 9           | 1.26% | 637    | 89.34% |
| JR CHARTER HIGH | 653    | 4           | 0.61% | 15    | 2.30% | 33    | 5.05%  | 74       | 11.33%  | 18          | 2.76% | 509    | 77.95% |
| Imagine Schools | 896    |             |       | 19    | 2.12% | 47    | 5.25%  | 110      | 12.28%  | 35          | 3.91% | 685    | 76.45% |
| MIGRANTS        | 13     |             |       |       |       |       |        | 13       | 100.00% |             |       |        |        |
| N CO CHART      | 255    | 1           | 0.39% | 6     | 2.35% | 40    | 15.69% | 56       | 21.96%  | 7           | 2.75% | 145    | 56.86% |
| PK EARLY        | 162    |             |       |       |       | 28    | 17.28% | 50       | 30.86%  | 2           | 1.23% | 82     | 50.62% |
| SB CHAR JR      | 203    |             |       | 2     | 0.99% | 8     | 3.94%  | 60       | 29.56%  | 5           | 2.46% | 128    | 63.05% |
| ST PETER'S      | 114    |             |       |       |       | 70    | 61.40% | 41       | 35.96%  | 1           | 0.88% | 2      | 1.75%  |
| TEEN BABY       | 16     |             |       |       |       | 8     | 50.00% | 5        | 31.25%  | 1           | 6.25% | 2      | 12.50% |
|                 | 3,037  | 6           | 0.38% | 50    | 1.78% | 260   | 19.85% | 447      | 31.13%  | 78          | 2.69% | 2,196  | 53.17% |
| District Total: | 19,138 | 56          | 0.51% | 280   | 1.50% | 3,102 | 19.77% | 4,006    | 24.69%  | 614         | 3.31% | 11,080 | 53.39% |

## EMPLOYMENT EQUITY

| 2013-14 School District Administrative Positions |       |                |                   |                |                |                 |            |
|--|-------|----------------|-------------------|----------------|----------------|-----------------|------------|
|  | Total | # & %<br>Black | # & %<br>Hispanic | # & %<br>White | # & %<br>Other | # & %<br>Female | # & % Male |
| Student Demographics                             | 16081 | 2831 (18%)     | 3505 (22%)        | 8946 (56%)     | 799 (5%)       | 7819 (49%)      | 8262 (51%) |
| Administrators                                   | 72    | 16 (22%)       | 3 (4%)            | 51 (74%)       | 0 (0%)         | 38 (53%)        | 34 (49%)   |

| 2013-14 School District Instructional and Support Positions |             |                  |                   |                   |                |                   |                  |
|---|-------------|------------------|-------------------|-------------------|----------------|-------------------|------------------|
| Teachers<br>Fall 2013                                       | Total       | # & %<br>Black   | # & %<br>Hispanic | # & % White       | # & %<br>Other | # & % Female      | # & %<br>Male    |
| <b>Classroom Teachers</b>                                   |             |                  |                   |                   |                |                   |                  |
| Elementary  | 591         | 29 (5%)          | 25 (4%)           | 531 (90%)         | 6 (1%)         | 544 (92%)         | 47 (8%)          |
| Middle  | 233         | 30 (13%)         | 17 (7%)           | 183 (79%)         | 3 (1%)         | 167 (72%)         | 66 (28%)         |
| High  | 271         | 17 (6%)          | 19 (7%)           | 231 (85%)         | 4 (1%)         | 152 (56%)         | 119 (44%)        |
| Other Schools   | 35          | 3 (8%)           | 2 (5%)            | 30 (86%)          | 0 (0%)         | 29 (83%)          | 6 (17%)          |
| <b>Total</b>  | <b>1130</b> | <b>79 (7%)</b>   | <b>63 (6%)</b>    | <b>975 (86%)</b>  | <b>13 (1%)</b> | <b>892 (79%)</b>  | <b>238 (21%)</b> |
| District (Student Services, ESE, Instructional & PD)        | 68          | 0 (0%)           | 2 (3%)            | 65 (96%)          | 1 (1%)         | 60 (88%)          | 8 (12%)          |
| <b>District Instructional Total</b>                         | <b>1198</b> | <b>79(7%)</b>    | <b>65 (5%)</b>    | <b>1040 (87%)</b> | <b>14 (1%)</b> | <b>952 (79%)</b>  | <b>246 (21%)</b> |
| <b>Support Staff</b>  |             |                  |                   |                   |                |                   |                  |
| Elementary  | 252         | 58 (23%)         | 26 (10%)          | 160 (63%)         | 8 (3%)         | 222 (88%)         | 30 (12%)         |
| Middle  | 89          | 30 (34%)         | 10 (11%)          | 49 (55%)          | 0 (0%)         | 74 (83%)          | 15 (17%)         |
| High  | 127         | 34 (27%)         | 13 (10%)          | 77 (61%)          | 3 (2%)         | 100 (79%)         | 27 (21%)         |
| Other   | 27          | 12 (44%)         | 0 (0%)            | 15 (56%)          | 0 (0%)         | 26 (96%)          | 1 (4%)           |
| District  | 268         | 88 (33%)         | 14 (5%)           | 158 (59%)         | 8 (3%)         | 143 (54%)         | 125 (47%)        |
| <b>Support Total</b>  | <b>763</b>  | <b>222(29%)</b>  | <b>63 (8%)</b>    | <b>459 (60%)</b>  | <b>19 (2%)</b> | <b>565 (74%)</b>  | <b>198(26%)</b>  |
| <b>District Total</b>                                       | <b>2038</b> | <b>318 (16%)</b> | <b>132 (6%)</b>   | <b>1555 (76%)</b> | <b>33 (2%)</b> | <b>1556 (76%)</b> | <b>482 (24%)</b> |

11/8/13

**POSITIONS POSTED AND FILLED AS OF OCTOBER 15, 2013**

| EMPLOYEE TYPE | TOTAL APPLICANTS                 | TOTAL MINORITY APPLICANTS       | ETHNICITY OF HIRED EMPLOYEE |               |                 |                 |
|---------------|----------------------------------|---------------------------------|-----------------------------|---------------|-----------------|-----------------|
|               |                                  |                                 | Black                       | Hispanic      | White           | Total Positions |
| Support       | 1293<br>(with duplication)       | 334<br>(with duplication)       | 14 (26%)                    | 5 (9%)        | 34 (64%)        | 53              |
| Instructional | 1458<br>(with duplication)       | 85<br>(with duplication)        | 4 (6%)                      | 1 (1%)        | 62 (93%)        | 67              |
| <b>TOTAL</b>  | <b>2741</b><br>(with duplicates) | <b>419</b><br>(with duplicates) | <b>18 (15%)</b>             | <b>6 (5%)</b> | <b>96 (80%)</b> | <b>120</b>      |

## School District of Indian River County - Information Technology

## 2014-2015 Support Staff

| Group - Administrative<br>or Primary Resp Ctr | White |        | Black |       | Hispanic* |        | Asian |      | Other |      | Total |
|---|-------|--------|-------|-------|-----------|--------|-------|------|-------|------|-------|
|   |       |        |       |       |           |        |       |      |       |      |       |
| Adult Education                               | 7     | 77.8%  | 2     | 22.2% | 0         | 0.0%   |       |      |       |      |       |
| Alternative Center For Edu.                   | 3     |        | 5     |       | 0         |        | 0     | 0.0% | 0     | 0.0% |       |
| Beachland Elementary Ext Day                  | 3     | 100.0% | 0     | 0.0%  | 0         | 0.0%   |       |      |       |      |       |
| Beachland Elementary Food Serv                | 3     | 100.0% | 0     | 0.0%  | 0         | 0.0%   | 0     | 0.0% | 0     | 0.0% |       |
| Beachland Elementary School                   | 5     | 55.6%  | 1     | 11.1% | 3         | 33.3%  | 0     | 0.0% | 0     | 0.0% |       |
| Board Member'S Office                         | 1     | 100.0% | 0     | 0.0%  | 0         | 0.0%   | 0     | 0.0% | 0     | 0.0% |       |
| Building Department                           | 4     | 100.0% | 0     | 0.0%  | 0         | 0.0%   |       |      |       |      |       |
| Citrus Elementary Ext Day                     | 2     | 100.0% | 0     | 0.0%  | 0         | 0.0%   | 0     | 0.0% | 0     | 0.0% |       |
| Citrus Elementary Food Service                | 6     | 100.0% | 0     | 0.0%  | 0         | 0.0%   |       |      |       |      |       |
| Citrus Elementary School                      | 13    | 72.2%  | 3     | 16.7% | 2         | 11.1%  | 0     | 0.0% | 0     | 0.0% |       |
| Dodgertown Elementary Food Ser                | 1     | 20.0%  | 4     | 80.0% | 0         | 0.0%   |       |      |       |      |       |
| Dodgertown Elementary School                  | 7     | 46.7%  | 6     | 40.0% | 2         | 13.3%  | 0     | 0.0% | 0     | 0.0% |       |
| Facilities                                    | 3     | 100.0% | 0     | 0.0%  | 0         | 0.0%   |       |      |       |      |       |
| Fellsmere Elementary Food Serv                | 9     | 100.0% | 0     | 0.0%  | 0         | 0.0%   | 0     | 0.0% | 0     | 0.0% |       |
| Fellsmere Elementary School                   | 8     | 40.0%  | 2     | 10.0% | 8         | 40.0%  |       |      |       |      |       |
| Finance Department                            | 12    | 80.0%  | 2     | 13.3% | 1         | 6.7%   | 0     | 0.0% | 1     | 5.0% |       |
| Food Service                                  | 5     | 100.0% | 0     | 0.0%  | 0         | 0.0%   |       |      |       |      |       |
| Freshmen L/C Food Service                     | 3     | 60.0%  | 2     | 40.0% | 0         | 0.0%   |       |      |       |      |       |
| Gifford Middle Food Service                   | 5     | 83.3%  | 1     | 16.7% | 0         | 0.0%   |       |      |       |      |       |
| Gifford Middle School                         | 6     | 54.5%  | 4     | 36.4% | 1         | 9.1%   |       |      |       |      |       |
| Glendale Elementary Food Serv                 | 3     | 60.0%  | 2     | 40.0% | 0         | 0.0%   |       |      |       |      |       |
| Glendale Elementary School                    | 12    | 85.7%  | 1     | 7.1%  | 1         | 7.1%   |       |      |       |      |       |
| Highlands Elementary Ext Day                  | 1     | 100.0% | 0     | 0.0%  | 0         | 0.0%   |       |      |       |      |       |
| Highlands Elementary Food Serv                | 0     | 0.0%   | 3     | 75.0% | 0         | 0.0%   |       |      |       |      |       |
| Human Resources                               | 5     | 55.6%  | 4     | 44.4% | 0         | 0.0%   |       |      |       |      |       |
| Liberty Magnet Ext Day                        | 0     | 0.0%   | 0     | 0.0%  | 1         | 100.0% |       |      |       |      |       |
| Liberty Magnet Food Service                   | 4     | 100.0% | 0     | 0.0%  | 0         | 0.0%   |       |      |       |      |       |
| Liberty Magnet School                         | 12    | 85.7%  | 1     | 7.1%  | 1         | 7.1%   |       |      |       |      |       |
| Osceola Magnet Extended Day                   | 1     | 100.0% | 0     | 0.0%  | 0         | 0.0%   |       |      |       |      |       |
| Osceola Magnet Food Service                   | 3     | 75.0%  | 1     | 25.0% | 0         | 0.0%   |       |      |       |      |       |
| Osceola Magnet School                         | 6     | 66.7%  | 2     | 22.2% | 1         | 11.1%  |       |      |       |      |       |
| Oslo Middle School                            | 9     | 52.9%  | 7     | 41.2% | 1         | 5.9%   |       |      |       |      |       |
| Oslo Middle School Food Serv                  | 6     | 60.0%  | 4     | 40.0% | 0         | 0.0%   |       |      |       |      |       |

School District of Indian River County - Information Technology

Support Staff

| Group - Administrative<br>or Primary Resp Ctr | White |        | Black |       | Hispanic* |        | Asian |       | Other |       | Total |
|---|-------|--------|-------|-------|-----------|--------|-------|-------|-------|-------|-------|
|   |       |        |       |       |           |        |       |       |       |       |       |
| Pelican Island Elem Food Serv                 | 4     | 80.0%  | 0     | 0.0%  | 0         | 0.0%   | 1     | 20.0% | 0     | 0.0%  |       |
| Pelican Island Elementary Schl                | 8     | 44.4%  | 9     | 50.0% | 1         | 5.6%   | 0     | 0.0%  | 0     | 0.0%  |       |
| Purchasing Department                         | 8     | 72.7%  | 1     | 9.1%  | 1         | 9.1%   | 0     | 0.0%  | 0     | 0.0%  |       |
| Risk Management                               | 2     | 50.0%  | 1     | 25.0% | 1         | 25.0%  | 0     | 0.0%  | 1     | 9.1%  |       |
| Rosewood Magnet Extended Day                  | 1     | 100.0% | 0     | 0.0%  | 0         | 0.0%   | 0     | 0.0%  | 0     | 0.0%  |       |
| Rosewood Magnet Food Service                  | 3     | 75.0%  | 0     | 0.0%  | 0         | 0.0%   | 0     | 0.0%  | 0     | 0.0%  |       |
| Rosewood Magnet School                        | 6     | 46.2%  | 6     | 46.2% | 1         | 7.7%   | 0     | 0.0%  | 1     | 25.0% |       |
| Sebastian Elementary Food Serv                | 3     | 50.0%  | 1     | 16.7% | 2         | 33.3%  | 0     | 0.0%  | 0     | 0.0%  |       |
| Sebastian Elementary School                   | 10    | 76.9%  | 2     | 15.4% | 0         | 0.0%   | 0     | 0.0%  | 0     | 0.0%  |       |
| Sebastian River High Food Serv                | 11    | 78.6%  | 1     | 7.1%  | 2         | 14.3%  | 0     | 0.0%  | 1     | 7.7%  |       |
| Sebastian River Mid Food Serv                 | 3     | 42.9%  | 1     | 14.3% | 3         | 42.9%  | 0     | 0.0%  | 0     | 0.0%  |       |
| Sebastian River Middle School                 | 9     | 52.9%  | 4     | 23.5% | 4         | 23.5%  | 0     | 0.0%  | 0     | 0.0%  |       |
| Sebastian River High School                   | 19    | 57.6%  | 6     | 18.2% | 8         | 24.2%  | 0     | 0.0%  | 0     | 0.0%  |       |
| Storm Grove Food Service                      | 5     | 50.0%  | 4     | 40.0% | 1         | 10.0%  | 0     | 0.0%  | 0     | 0.0%  |       |
| Storm Grove Middle School                     | 7     | 41.2%  | 9     | 52.9% | 1         | 5.9%   | 0     | 0.0%  | 0     | 0.0%  |       |
| Superintendent'S Office                       | 2     | 100.0% | 0     | 0.0%  | 0         | 0.0%   | 0     | 0.0%  | 0     | 0.0%  |       |
| Transportation                                | 37    | 51.4%  | 32    | 44.4% | 3         | 4.2%   | 0     | 0.0%  | 0     | 0.0%  |       |
| Treasure Coast Elem Food Srv                  | 5     | 100.0% | 0     | 0.0%  | 0         | 0.0%   | 0     | 0.0%  | 0     | 0.0%  |       |
| Treasure Coast Elementary Schl                | 8     | 66.7%  | 3     | 25.0% | 1         | 8.3%   | 0     | 0.0%  | 0     | 0.0%  |       |
| Vero Beach Elementary Ext Day                 | 4     | 100.0% | 0     | 0.0%  | 0         | 0.0%   | 0     | 0.0%  | 0     | 0.0%  |       |
| Vero Beach Elementary Food Ser                | 3     | 60.0%  | 1     | 20.0% | 1         | 20.0%  | 0     | 0.0%  | 0     | 0.0%  |       |
| Vero Beach Elementary School                  | 15    | 71.4%  | 4     | 19.0% | 0         | 0.0%   | 0     | 0.0%  | 0     | 0.0%  |       |
| Vero Beach High Food Service                  | 10    | 76.9%  | 3     | 23.1% | 0         | 0.0%   | 0     | 0.0%  | 2     | 9.5%  |       |
| Vero Beach High School                        | 31    | 52.5%  | 21    | 35.6% | 4         | 6.8%   | 1     | 1.7%  | 2     | 3.4%  |       |
| Wabasso School                                | 8     | 61.5%  | 5     | 38.5% | 0         | 0.0%   | 0     | 0.0%  | 0     | 0.0%  |       |
| Instructional Division                        | 2     | 66.7%  | 1     | 33.3% | 0         | 0.0%   | 0     | 0.0%  | 0     | 0.0%  |       |
| Ese Districtwide                              | 4     | 80.0%  | 0     | 0.0%  | 0         | 0.0%   | 0     | 0.0%  | 1     | 20.0% |       |
| Student Services                              | 2     | 100.0% | 0     | 0.0%  | 0         | 0.0%   | 0     | 0.0%  | 0     | 0.0%  |       |
| Attendance                                    | 0     | 0.0%   | 0     | 0.0%  | 1         | 100.0% | 0     | 0.0%  | 0     | 0.0%  |       |
| Indian River Academy                          | 10    | 71.4%  | 4     | 28.6% | 0         | 0.0%   | 0     | 0.0%  | 0     | 0.0%  |       |
| Total   | 408   | 62.4%  | 176   | 26.9% | 57        | 8.7%   | 3     | 0.5%  | 10    | 1.5%  |       |

School District of Indian River County - Information Technology

Administrative,

| Group - Administrative<br>or Primary Resp Ctr | White |       | Black |       | Hispanic* |      | Total | 0 | 0 |
|---|-------|-------|-------|-------|-----------|------|-------|---|---|
| Administrative                                | 49    |       | 16    |       | 4         |      |       |   |   |
| Total   | 49    | 71.0% | 16    | 23.2% | 4         | 5.8% | 69    | 0 |   |
|   |       |       |       |       |           |      | 69    | 0 |   |

## Florida Comprehensive Assessment Test (FCAT)

The Florida Comprehensive Assessment Test started in 1998 as the state's plan to increase student achievement by way of implementing higher standards in the areas of mathematics, reading, writing, and science. During the 2010-11 school year, Florida began transitioning from FCAT to FCAT 2.0 and the Florida End-of-Course (EOC) Assessments, changing some of the logistics of testing, but still including the same areas of study. Please see the glossary at the end of this report for a description of FCAT scoring. Table 66 shows the percentage of students in Indian River County and Florida, grades 3 – 10, scoring 3 and above on the FCAT 2.0, in 2013 and 2014.

Table 66: Students Scoring 3 and Above on FCAT, Indian River, Florida, 2013 and 2014

| Grade Level | Indian River |      |         |      | Florida |      |         |      |
|-------------|--------------|------|---------|------|---------|------|---------|------|
|             | 2013         |      | 2014    |      | 2013    |      | 2014    |      |
|             | Reading      | Math | Reading | Math | Reading | Math | Reading | Math |
| 3           | 58%          | 49%  | 56%     | 49%  | 57%     | 58%  | 57%     | 58%  |
| 4           | 61%          | 55%  | 59%     | 52%  | 60%     | 61%  | 61%     | 63%  |
| 5           | 60%          | 51%  | 63%     | 52%  | 60%     | 55%  | 61%     | 56%  |
| 6           | 58%          | 49%  | 58%     | 45%  | 59%     | 52%  | 60%     | 53%  |
| 7           | 58%          | 49%  | 54%     | 44%  | 57%     | 55%  | 57%     | 56%  |
| 8           | 56%          | 12%  | 58%     | 18%  | 56%     | 51%  | 57%     | 47%  |
| 9           | 57%          | NA   | 50%     | NA   | 53%     | NA   | 53%     | NA   |
| 10          | 60%          | NA   | 61%     | NA   | 54%     | NA   | 55%     | NA   |

Source: Florida Department of Education, Florida 2.0 Comprehensive Assessment Test, 2013 & 2014

Note: NA indicates the test was not given for that year or is not administered for the selected grade level

Compiled by: Health Council of Southeast Florida, 2015

Table 67 shows FCAT math percentage rates for achievement level three and above for Indian River schools grades 3 to 8 in 2013. Asian, Non-Hispanic had the highest percentage from 3 through 7 grade, with the exception of the 5<sup>th</sup> grade at which White non-Hispanic students excelled greatest. Black or African American Non-Hispanic students ranked lowest at all grade levels.

Table 67: FCAT Math, Indian River Schools, Percent Greater than or Equal to Level 3 in 2013

| Grade | White Non-Hispanic | Black or African American Non-Hispanic | Asian Non-Hispanic | Multiracial Non-Hispanic | Hispanic/Latino | Total Students |
|-------|--------------------|--|--------------------|--------------------------|-----------------|----------------|
| 3     | 59%                | 27%                                    | 75%                | 51%                      | 42%             | 49%            |
| 4     | 63%                | 26%                                    | 6%                 | 52%                      | 51%             | 55%            |
| 5     | 63%                | 20%                                    | 56%                | 40%                      | 48%             | 51%            |
| 6     | 60%                | 21%                                    | 60%                | 52%                      | 41%             | 49%            |
| 7     | 58%                | 22%                                    | 64%                | 50%                      | 45%             | 48%            |
| 8     | 17%                | 4%                                     | 0%                 | 0%                       | 14%             | 12%            |

Source: Florida Department of Education, 2014

Compiled by: Health Council of Southeast Florida 2014

Table 68 shows FCAT reading percentage for achievement level three and above in Indian River schools grades 3 to 8 in 2013. White non-Hispanic students had the highest percentage passes in FCAT reading scores in 5 of the 8 grade levels listed in the table below. Asian, Non-Hispanic achieved the highest in 5<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> grade. Black or African American Non-Hispanic students ranked lowest at all grade levels for FCAT reading scores.

Table 68: FCAT Reading, Indian River Schools, Percent Greater than or Equal to Level in 2013

| Grade | White Non-Hispanic | Black or African American Non-Hispanic | Asian Non-Hispanic | Hispanic Non-Hispanic | Hispanic Latino | Total Students |
|-------|--------------------|--|--------------------|-----------------------|-----------------|----------------|
| 3     | 72%                | 32%                                    | 68%                | 63%                   | 45%             | 58%            |
| 4     | 71%                | 40%                                    | 64%                | 50%                   | 52%             | 61%            |
| 5     | 72%                | 38%                                    | 78%                | 51%                   | 47%             | 60%            |
| 6     | 70%                | 31%                                    | 56%                | 52%                   | 50%             | 58%            |
| 7     | 71%                | 31%                                    | 68%                | 53%                   | 45%             | 58%            |
| 8     | 66%                | 34%                                    | 38%                | 53%                   | 44%             | 56%            |
| 9     | 67%                | 30%                                    | 75%                | 54%                   | 42%             | 57%            |
| 10    | 68%                | 34%                                    | 71%                | 68%                   | 48%             | 60%            |

Source: Florida Department of Education, 2014

Compiled by: Health Council of Southeast Florida 2014



State Board of Education

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Commissioner of Education

December 15, 2014

Dr. Frances J. Adams, Superintendent  
Indian River County School District  
1900 25<sup>th</sup> Street  
Vero Beach, FL 32960-3395

Dear Superintendent Adams:

We are pleased to provide you with the **2013-14 Exceptional Student Education (ESE) Monitoring and Assistance On-Site Visit Report for Indian River County School District**. This report was developed by integrating multiple sources of information related to an on-site monitoring visit to your school district on May 14-15, 2014. Those information sources included interviews with district and school staff, student-focus groups, student record reviews, **Local Educational Agency Profiles, Guiding Questions – District Level Needs Assessment** and an action-planning and problem-solving process. This report will be posted on the Bureau of Exceptional Education and Student Services' (BEES) website and may be accessed at <http://www.fldoe.org/e/mon-home.asp>.

The 2013-14 ESE Monitoring and Assistance process focuses on those State Performance Plan indicators that contributed to the targeting of school districts for coordinated early intervening services and those indicators that affect equity and access in the educational environment for students with disabilities. Additionally, the process focuses on a shift from ESE compliance to outcomes to prepare all students for college and career readiness, which include: increasing standard diploma graduates; decreasing the number of students dropping out of school; increasing regular class placement; decreasing the need for seclusion and restraint; and eliminating disproportionality in eligibility identification and discipline.

The Indian River County School District was selected for an on-site visit due to discipline and restraint for students with disabilities. The on-site visit was conducted by a state support team (SST) that included BEES and discretionary project staff.

Exhibit V

Monica Verra-Tirado, Ed.D., Chief  
Bureau of Exceptional Education and Student Services

Superintendent Adams  
December 15, 2014  
Page Two

Mr. Michael Ferrentino, ESE executive director, and his staff were very helpful to the SST in preparing for the on-site visit and throughout the visit. In addition, the principals and other staff members at the schools visited welcomed the SST and demonstrated a commitment to the education of students in the school district.

As part of the SST's visit, representatives from the school district's ESE department, the schools visited and other school district staff participated in an action-planning and problem-solving process. This group reviewed the school district's data collected prior to and during the on-site visit, and came to consensus on a priority goal related to district-wide implementation of a multi-tiered system of support to result in increased levels of student engagement and academic success. An action plan, developed around that goal, will be implemented by the ESE department with the assistance of designated discretionary project staff from the SST.

Thank you for your commitment to improving services to exceptional education students in the Indian River County School District. If there are any questions regarding this report, please contact me at 850-245-0475 or via email at [monica.verra-tirado@fldoe.org](mailto:monica.verra-tirado@fldoe.org).

Sincerely,

Monica Verra-Tirado, Ed.D., Chief  
Bureau of Exceptional Education and Student Services

Enclosure

cc: Michael Ferrentino  
Cathy Bishop  
Patricia Howell  
Liz Conn

**2013-14 Exceptional Student Education  
Monitoring and Assistance  
On-Site Visit Report**

**Indian River County School District**

**May 14-15, 2014**

**Florida Department of Education  
Bureau of Exceptional Education and Student Services**

**2013-14 Exceptional Student Education  
Monitoring and Assistance  
On-Site Visit Report**

**Indian River County School District**

**May 14-15, 2014**

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**2013-14 Exceptional Student Education  
Monitoring and Assistance  
On-Site Visit Report**

**Indian River County School District**

**May 14-15, 2014**

**Authority**

The Florida Department of Education (FDOE), Bureau of Exceptional Education and Student Services (BEESS), in carrying out its roles of leadership, resource allocation, technical assistance, monitoring and evaluation, is required to oversee the performance of district school boards in the enforcement of all exceptional student education (ESE) laws and rules (sections 1001.03(3), 1003.571 and 1008.32, Florida Statutes [F.S.]). One purpose of the Individuals with Disabilities Education Act (IDEA) is to assess and ensure the effectiveness of efforts to educate children with disabilities (s. 300.1(d) of Title 34, Code of Federal Regulations [CFR]). The bureau is responsible for ensuring that the requirements of IDEA and the educational requirements of the state are implemented (34 CFR §300.149(a)(1) and (2)).

In fulfilling this requirement, the bureau monitors ESE programs provided by district school boards in accordance with ss. 1001.42, 1003.57 and 1003.573, F.S. Through these monitoring activities, the bureau examines records and ESE services, evaluates procedures, provides information and assistance to school districts and otherwise assists school districts in operating effectively and efficiently. The monitoring system is designed to facilitate improved educational outcomes for students while ensuring compliance with applicable federal laws and regulations and state statutes and rules.

Under 34 CFR §300.646(b)(2), if a state identifies significant disproportionality based on race or ethnicity in a local educational agency (LEA) with respect to the identification of children as children with disabilities, the identification of children in specific disability categories, the placement of children with disabilities in particular educational settings or the taking of disciplinary actions, the LEA must use the maximum amount (15 percent) of funds allowable for comprehensive coordinated early intervening services (CEIS) for children in the LEA, particularly, but not exclusively, for children in those groups that were significantly overidentified.

Section 1003.573, F.S., Use of restraint and seclusion on students with disabilities, was created in July 2010, and established documentation, reporting and monitoring requirements for districts regarding the use of restraint and seclusion for students with disabilities. School districts were required to have policies and procedures that govern parent notification, incident reporting, data collection and monitoring of the use of restraint or seclusion for students with disabilities in place no later than January 31, 2011. In July 2011, s. 1003.573, F.S., was amended to require that the FDOE establish standards for documenting, reporting and monitoring the use of manual or physical restraint and occurrences of seclusion. In September and October 2011, the standards established by the FDOE were provided to school districts and were included in the district's **Exceptional Student Education Policies and Procedures (SP&P)** document.

## **ESE Monitoring and Assistance Process**

### **Background Information**

The 2013-14 ESE Monitoring and Assistance process focuses on those State Performance Plan (SPP) indicators that contributed to the targeting of school districts for CEIS and the following indicators that affect equity and access in the educational environment for students with disabilities.

- Indicator 1 – Graduation: Percentage of youth with individual educational plans (IEPs) graduating from high school with a regular diploma.
- Indicator 2 – Dropout: Percentage of youth with IEPs dropping out of high school.
- Indicator 4 – Rates of suspension and expulsion:
  - A. Percentage of districts that have a significant discrepancy in the rates of suspensions and expulsions of greater than 10 days in a school year for children with IEPs.
  - B. Percentage of districts that have (a) a significant discrepancy, by race or ethnicity, in the rate of suspensions and expulsions of greater than 10 days for children with IEPs; and (b) policies, procedures or practices that contribute to the significant discrepancy and do not comply with requirements relating to the development and implementation of IEPs, the use of positive behavioral interventions and support and procedural safeguards.
- Indicator 5 – Educational environments:  
Percentage of children with IEPs ages 6 through 21:
  - A. Inside the regular class 80 percent or more of the day;
  - B. Inside the regular class less than 40 percent of the day; and
  - C. In separate schools, residential facilities or homebound or hospital placements.
- Indicator 10 – Disproportionality, specific disability categories: Percentage of districts with disproportionate representation of racial and ethnic groups in specific disability categories that is the result of inappropriate identification.
- CEIS – Services provided to students in kindergarten through grade 12 (with a particular emphasis on students in kindergarten through grade three) who are not currently identified as needing special education or related services, but who need additional academic and behavioral supports to succeed in a general education environment.
- Restraint – Rate of incidents of restraint, as reported in the FDOE website.
- Seclusion – Rate of incidents of seclusion, as reported in the FDOE website.

The 2013-14 ESE Monitoring and Assistance process includes four phases:

- Phase 1 was composed of planning activities that occurred in advance of the first on-site visit to the school district.
- Phase 2 was the initial on-site visit to the selected school district by the state support team (SST).
- Phase 3 includes follow-up and post-initial visit activities that are conducted by a designated follow-up team, as determined by the SST, and identification of the ongoing data that will be collected.
- Phase 4 includes evaluation of the effectiveness of the school district's action plan, and should include participation of the comprehensive team that was involved in Phase 1.

For ESE compliance monitoring purposes, the bureau required all school districts to participate in the 2013-14 Level I Fall Cycle Self-Assessment process, which included the review of records for implementation of IEPs and a review of incidents of restraint and seclusion. School districts

identified as part of the monitoring and assistance process with on-site visits during the 2013-14 school year were exempt from self-assessing school records for IEP implementation and restraint and seclusion. Instead, bureau members of the school district's SST reviewed a sample of records as part of the on-site visit.

In a letter dated August 27, 2013, the superintendent of the Indian River County School District was informed that BEESS would be conducting an on-site monitoring visit related to the areas of discipline and restraint of students with disabilities.

### **School Selection**

Upon review of the school district's data reported via the FDOE's web-based reporting systems for incidents of restraint and seclusion and SPP indicator 4B, and additional data provided by the school district, it was determined that the monitoring and assistance process would involve the following schools and programs for record reviews, school-level administrator interviews or on-site visits:

- Vero Beach High School
- Oslo Middle School
- Wabasso School
- Liberty Magnet School

### **Pre-visit School-Level Administrator Interviews**

Prior to the on-site visit, interviews were conducted via telephone with district-level administrators. The district has been working with Center for Autism and Related Disabilities (CARD), Project 10, Florida Diagnostic and Learning Resources System (FDLRS) and Florida Inclusion Network (FIN). Behavior specialists are focused at individual schools where some students are restrained multiple times during the day.

### **On-Site Activities**

#### **SST – On-Site Visit Team**

The following SST members conducted the monitoring and assistance on-site visit:

#### **FDOE, BEESS**

- Liz Conn, program director, Dispute Resolution (facilitator)
- Jill Snelson, program specialist (co-facilitator)
- Jerry Brown, program specialist

#### **FDOE, Bureau Discretionary Projects**

- Michelle White, technical assistant specialist, Positive Behavior Support (PBS) and Multi-tiered systems of support (MTSS) (action-planning and problem-solving facilitator)
- Jayna Jenkins, MTSS and Response to Intervention (Rti) consultant, Student Support Services (action-planning and problem-solving co-facilitator)
- Teresa DiBiasio, school improvement specialist, FDOE Office of Differentiated Accountability (DA), University of South Florida (USF)
- Maryellen Quinn-Lunny, director, CARD, USF
- Sandra Akre, director, FDLRS
- Emily Tonn, regional facilitator, FIN, East Region

- Eileen Orr, project manager, Multiagency Network for Students with Emotional Behavioral Disabilities (SEDNET)
- Heather Mack, regional transition representative, Region 3, Project 10

### **Data Collection**

On-site monitoring and assistance activities included the following:

- School-level administrator interviews – 12 participants
- Interviews with staff who have restrained students – three participants
- Student focus groups – 11 participants
- School walk-through observations – six schools
- Completion of Restraint protocol – six students
- Completion of individual educational plan (IEP) Implementation protocol – 10 students
- Action-planning and problem-solving process – 28 participants
- Review of data from the school district's LEA Profiles, Guiding Questions – District-Level Needs Assessment and data compiled from district data systems

### **Review of Records**

The school district was asked to provide the following documents, as applicable, for each of the 10 students selected for review of restraint or seclusion, IEP implementation or discipline:

- IEPs for the 2012-13 and the 2013-14 school years
- Current functional behavioral assessments (FBA)
- Current behavioral intervention plans (BIP)
- Discipline and attendance records for 2013-14 school year
- Progress reports and report cards for the 2012-13 and the 2013-14 school years
- Results of state testing
- Students' current schedules
- Parent notifications and other documentation related to incidents of restraint and seclusion
- Verification of training for staff members involved in incidents of restraint or seclusion
- Verification of the provision of related services and accommodations (lesson plans, teacher schedules and therapy logs)

### **Guiding Questions – District-Level Needs Assessment**

Prior to the on-site visit, the school district was provided with questions to use as a guide in the collection of data. SST and district staff reviewed these data during the action-planning and problem-solving process. Indian River County School District's questions were related to restraints and SPP indicator 4B. A list of these questions is located in Appendix A of this report.

### **Best Practices for Inclusive Education (BPIE)**

Prior to the on-site visit, the school district participated in the BPIE. In addition to continuing to strengthen the use of people first language strategies, the district chose to focus on professional development related to instruction and student achievement, including the following:

- Providing district and school leaders with ongoing and current information and professional development about best practices for inclusive education for all students with disabilities

- Providing job-embedded, collaborative professional development and technical assistance to all schools to integrate IEP goals and objectives and the general education standards
- Providing ongoing professional development and technical assistance to all school leaders on the implementation of a flexible scheduling process and collaborative teaching service delivery models to provide instruction and support to all students with disabilities in the general education setting
- Providing professional development and technical assistance to schools in the use of a variety of tools to gather and analyze data and evaluate the effectiveness of instructional and behavioral interventions for all students with disabilities in general education and natural settings
- Providing ongoing, job-embedded, collaborative professional development and technical assistance to school-based personnel to implement best practices for inclusive education for all students with disabilities

## Results

The following results reflect the data collected and reviewed through the activities of the 2013-14 ESE Monitoring and Assistance process for Indian River County School District. Also included are commendations, findings of noncompliance and next steps, as applicable.

### Restraint and Seclusion

According to the school district's SP&P document and the responses to the **Guiding Questions – District-Level Needs Assessment** document, the school district trains personnel with regard to the use of restraint and seclusion using the following crisis management programs: Techniques for Effective Aggression Management (T.E.A.M.) and Crisis Prevention Institute's Nonviolent Crisis Intervention (CPI). Beginning the 2014-15 school year, Professional Crisis Management (PCM) has been offered to teachers who work in classrooms that are dedicated to students with autism spectrum disorder (ASD) and emotional or behavioral disabilities (EBD).

### Data Review

**Restraint Incidents  
August 1, 2012, through October 31, 2012**

| # of Incidents | # of Students | % Students in Grades Prekindergarten (PK) -3 | % Students in Grades 4-8 | % Students in Grades 9-12 | % Students with ASD | % Students with Intellectual Disabilities (InD) | % Students with EBD | % Students with Specific learning disabilities (SLD) | % Students with Other Disability |
|----------------|---------------|--|--------------------------|---------------------------|---------------------|---|---------------------|--|----------------------------------|
| 28             | 23            | 65%  | 30%                      | 4%                        | 26%                 | 0%  | 30%                 | 0%   | 43%                              |

**Restraint Incidents by District  
August 1, 2013, through October 31, 2013**

| # of Incidents | # of Students | % Students in Grades PK-3 | % Students in Grades 4-8 | % Students in Grades 9-12 | % Students with ASD | % Students with InD | % Students with EBD | % Students with SLD | % Students with Other Disability |
|----------------|---------------|---------------------------|--------------------------|---------------------------|---------------------|---------------------|---------------------|---------------------|----------------------------------|
| 14             | 14            | 50%                       | 36%                      | 14%                       | 29%                 | 7%                  | 36%                 | 0%                  | 29%                              |

**Restraint Incidents by District  
August 1, 2014, through October 31, 2014**

| # of Incidents | # of Students | % Students in Grades PK-3 | % Students in Grades 4-8 | % Students in Grades 9-12 | % Students with ASD | % Students with InD | % Students with EBD | % Students with SLD | % Students with Other Disability |
|----------------|---------------|---------------------------|--------------------------|---------------------------|---------------------|---------------------|---------------------|---------------------|----------------------------------|
| 34             | 18            | 33%                       | 44%                      | 22%                       | 33%                 | 22%                 | 17%                 | 0%                  | 28%                              |

In addition to the data above, the school district reported the following from a review of the guiding questions.

- Restraints are higher for individual students in some cluster programs.
- Students who are classified as being a student with an InD, EBD or ASD are more frequently restrained than other ESE students with other exceptionalities.
- Schools with cluster programs are contributing more to restraint and have students with high numbers of multiple incidents of restraints.
- Elementary school cluster students (grades 3 – 5) are contributing more to frequency.
- Board certified assistant behavior analysts and board certified behavior analysts (BCBAs) are on site to complete the FBA and BIP process for students who are being restrained often.
- PCM trainings are offered.
- There is a student services specialist and a BCBA specifically assigned to the ASD program.
- There is a lack of proper visual supports and the understanding of how to use them by ESE personnel.
- The district provides PBS training for school teams upon request.

**Possible hypotheses regarding why gaps are occurring:**

**Classroom management:**

- There is a lack of personnel who are physically able to handle aggressive students.
- There is a need for increased teacher skill sets for responding to problem behaviors.
- There is need for more training in classroom management to recognize triggers and precursors.
- It has been a challenge to recruit and retain highly qualified teachers in ASD classes (at the center school).

**The process:**

- Problem-solving staff development has been limited to district ESE groups. More problem solving needs to occur at the school level.
- Restraint is being used when it is not an emergency.

- There is a need to review the process for debriefing after restraint to reduce or prevent repeated restraints.
- Training is on a case-by-case basis from district staff due to limited planning time.
- Supports for schools are being used inconsistently.

The students:

- Increased time for IEP development is needed.
- Over-age students are being restrained.
- The number of involuntary commitments under the Baker Act is increasing.

### Discipline (Suspensions and Expulsions)

#### Students with Disabilities Suspended or Expelled for More than 10 Days

|              | 2009-10 | 2010-11 | 2011-12 | 2012-13 |
|--------------|---------|---------|---------|---------|
| Indian River | 3%      | 3%      | 3%      | 3%      |
| State        | 1%      | 1%      | 1%      | <1%     |

#### Nondisabled Students Suspended or Expelled for More than 10 Days

|              | 2009-10 | 2010-11 | 2011-12 | 2012-13 |
|--------------|---------|---------|---------|---------|
| Indian River | 1%      | 1%      | 1%      | 1%      |
| State        | <1%     | <1%     | <1%     | <1%     |

Discipline risk ratios by racial or ethnic group are calculated for students with disabilities by dividing the discipline rate of a specific racial or ethnic group by the rate of all nondisabled students. (For example: A risk ratio of 1.0 indicates that, for instance, black students with disabilities are equally likely to be suspended or expelled as all nondisabled students.)

#### Discipline Risk Ratios

Source: 2014 LEA Profile - FDOE

|              | 2009-10 | 2010-11 | 2011-12 | 2012-13 |
|--------------|---------|---------|---------|---------|
| Indian River | 2.75    | 1.92    | 2.36    | 1.70    |
| State        | 1.44    | 1.43    | 1.34    | 1.21    |

#### Discipline Risk Ratios by Race or Ethnicity

| Race                                     | 2011-12 School Year* |              | 2012-13 School Year** |                       |
|--|----------------------|--------------|-----------------------|-----------------------|
|  | State                | Indian River | State                 | Indian River          |
| White                                    | 0.80                 | 1.66         | 0.74                  | Less than 10 students |
| Black                                    | 2.67                 | 4.47         | 2.49                  | Less than 10 students |
| Hispanic                                 | 1.01                 |              | 0.76                  | Less than 10 students |
| Asian                                    |                      |              |                       |                       |
| American Indian and Alaskan Native       | 1.03                 |              | 1.27                  | Less than 10 students |
| Native Hawaiian and Other Pacific Island |                      |              |                       |                       |
| Two or more races                        | 1.34                 |              | 1.29                  | Less than 10 students |

Source: \*2013 LEA Profile; \*\*2014 LEA Profile - FDOE (<http://www.fldoe.org/ese/datapage.asp>)

In addition to the data above, the school district reported the following from a review of the guiding questions.

- Black students with EBD are suspended at a higher rate. For the 2011-12 school year the risk ratio was 4.47 compared to the state, which was 2.67.
- Students with EBD have 2.8 times the risk of receiving suspension than all other ESE students.
- Black ESE males are 38 times more likely to be suspended than black ESE females.
- One high school and two middle schools had a higher number of suspensions and recommendations of expulsions than other schools in the district.
- Middle school students are more likely to be suspended than high school or elementary school students
- Home-based services to ensure a free and appropriate public education (FAPE) are provided to all suspended ESE students.
- District-level staff are assigned to each school to problem solve and consult with administrators who are suspending students.
- Positive behavior support training is offered to school teams on a yearly basis.
- An alternative to suspension needs to be developed and presented to assistant principals who are processing office discipline referrals (ODRs).
- Belief systems regarding drop-out and suspension rates of ESE students are a potential barrier.
- Administrative teams are not always following through with the recommendations of ESE school-based personnel. The ESE director has met with individual school-based administrative staff.

**Possible hypotheses regarding why gaps are occurring:**

**Perceptions:**

- There are misconceptions of MTSS across the district.
- There needs to be accountability for implementing evidence-based practices related to MTSS (vertical communication).
- There is a lack of district-wide consensus and buy in of PBS.

**Classroom management:**

- Due to other initiatives in the district, there is limited access to professional development for administrators from the ESE department regarding the following:
  - Alternatives to suspensions for principals
  - Training for de-escalation of problem behavior that leads to discipline referrals
  - The need, in classroom management, to recognize triggers and precursors
- Coaching and proactive supports are decreasing with the decrease in Tier One implementation fidelity.
- Resources for coaching are lacking.

**School supports:**

- We are coaching in crisis.
- There is inconsistent use of supports for schools.
- There are insufficient resources for the full continuum of services at each school.

#### Schools:

- There is inconsistent Tier One implementation (academic and behavior).
- Course recovery is easier than passing core classes. (Teachers and students accept failure in order to get course recovery.)
- There are 30-40 students in co-facilitation classes – freshmen enrolled in Algebra 1 and English 1.
- There are gaps with how administrative teams follow through with ESE school-based personnel recommendations.
- The practice of maintaining a 10-day limit for suspensions for all ESE students is not followed in all schools.
- There are no consequences for not following procedures.
- Administrative involvement in out-of-school suspension (OSS) reviews prior to 10 days is not occurring everywhere.
- In-school suspension (ISS) leads to OSS resulting in lost instructional time.
- Exit interviews for students dropping out are difficult to complete.
- Teachers need to be made more aware of students' IEPs, Section 504 plans, FBAs and BIPs.
- ESE teachers are teaching general education classes in high school, which limits time for case management.

#### Student Focus Groups

Student focus groups were conducted at two middle schools and one high school during the monitoring and assistance on-site visit. Student views were collected on the following topics: IEP team meetings and parental participation, career and technical education, academics, extracurricular activities, Florida Comprehensive Assessment Test ® (FCAT) 2.0, diploma options, dropout, and suspension and expulsion.

#### High School:

Students with disabilities were able to explain what an IEP team meeting is. They indicated that accommodations are discussed at their meetings. Students were asked what they need more help with. Post-high school goals were discussed. ESE classes taken by the students included reading, resource room and learning strategies.

It was the general consensus that when students are referred due to discipline problems, only the teacher's side is heard. One student in the group had been suspended. The student's parent collected work from school, and, once, a teacher came to the house.

Two students had part-time jobs. The students indicated that the school counselor is instrumental in helping students to get jobs.

All students in the group had post-high school plans. These plans included further education for some.

One student planned to join the armed forces.

## Middle School:

Students with disabilities had varying perceptions of what an IEP team meeting is. One student indicated that IEP team meetings are where "they discuss your grades and where you should be placed." One student said that, "All they did was tell me what I was doing wrong." Several students thought they had an IEP because they often got into trouble. Another student thought he had an IEP due to his attitude. One student did not know what an IEP was. Two students indicated that they had attended an IEP meeting this year. One student was asked what he wanted to do when he got older during the IEP team meeting.

The students were in both ESE and general education classes. They indicated that the ESE class was a "behavior class." In general education classes, they felt that even though other students behaved similarly, they were the ones whose behaviors were addressed. They reported that some teachers were hard on them. In general, the students did not feel that they benefitted from positive behavioral supports. One student indicated that rewards are "rigged."

Regarding suspension, one student felt that "They try to get rid of the main problems so that they think they won't have problems." One student reported being picked on in class by other students, and being the one who is suspended. The students who had been suspended from school reported that most of the time they were provided with assignments.

Regarding the FCAT, the students indicated that it depended on which teacher you had whether you were prepared for the test.

## Commendations

1. Between August 2013 and April 2014, there were 72 incidents of restraint. This was a decrease from the 80 incidents reported for the same period during the 2012-13 school year.
2. Students with EBD who are suspended for 10 or more days have decreased from 23 percent in 2009 to 13 percent in 2013.
3. The district's standard diploma rate of 92% for students with disabilities exceeds the rate of other districts in this enrollment group, as well as the state rate.
4. The school district's dropout rate of 2 percent is below the enrollment group and state averages for all students with disabilities and students with EBD and SLD.

## ESE Monitoring and Compliance

### Records Review

Bureau staff reviewed records of 10 students in the school district, from a sampling of two schools. Standards from the IEP Implementation and Restraint and Seclusion protocols were reviewed. Noncompliance was found in seven records related to the following:

- Evidence of implementation of strategies to work toward mastery of the annual goals as specified on the IEP
- Evidence of provision of special education services of specially designed instruction as specified on the IEP
- Evidence of the provision of supports for school personnel as specified on the IEP
- Evidence of the provision of supplementary aids and services as specified on the IEP
- Evidence of the provision of program modifications or classroom accommodations as specified on the IEP

The district has corrected all student-specific findings of noncompliance. In addition, no later than one year from the date of the student-specific corrective action letter (**January 23, 2015**), the district must demonstrate correct implementation of the standards identified as noncompliant by providing a sample of records that demonstrates 100 percent compliance for each of these standards. Documentation of the completion of all components of the corrective action must be received no later than one year from the date of formal identification (**January 23, 2015**).

### **Action-Planning and Problem-Solving and Planning Process and Next Steps**

The team identified a long list of resources and obstacles to achieving the goal related to district-wide implementation of MTSS to result in increased levels of student engagement and academic success. The barrier around data was selected as the first to work on, and an action plan was developed to address the concerns in this area.

The team defined the desired outcome for the district as follows:

- District-wide implementation of MTSS as measured by Survey 4 data will result in increased levels of student engagement, leading to academic success as evidenced by:
  - Increase in the graduation rate
  - Decreased retention rates
  - Decreased course failure rates
  - Decreased OSS days for high school students by 10 percent; for middle school students by 25 percent
  - Decreased OSS days per 100 students for both high school and middle school
  - Decreased office discipline referrals
  - Decreased total district restraints by 10 percent
  - Increased academic learning time

### **Discussion:**

#### **Instruction:**

- Improve use of Universal Design for Learning.
- Look more closely at differentiated instruction. How differentiated are accommodations beyond giving extra time?
- What are the misconceptions of MTSS?
- Lack of effective core (behavior and academic) leads to loss of instruction time (ISS, OSS, Tardy Room and Time out Room).
- Need to ensure healthy core instruction (academic and behavior).
- If there is a strong structure for MTSS implementation, students will increase instructional time during core instruction. That will result in increased student engagement, increased graduation rate and decreased dropout rate.

#### **Students:**

- Increase support for overage students.
- Increase the efficacy of course recovery.
- Ensure that IEPs have accurate data and accommodations.
- Implement an Early Warning System (EWS).

**Action Planning:**

| <b>Activities</b>   | <b>When</b>         |
|---|---------------------|
| Contact Information Technology (IT) department to discuss data needs for Early Warning System | By end of May 2014  |
| Communicate what exists and what is needed from the Vendor                                    | After contacting IT |
| Ask vendor(s) which other districts use TERMS to use established queries                      | By June 1, 2014     |
| Create data display of baseline data for Goal 1; send to SST and facilitator                  | By end of June 2014 |

In July 2014 activities were revised as follows:

- ESE and student services subgroups will receive professional development specific to manifestation determination procedures and requirement to review FBAs, BIPs and data for next steps.
- Collaborate with the IT department to develop a monthly report to include the following data:
  - Restraints documented in TERMS or Focus
  - Suspensions for all students disaggregated by ESE, ethnicity, size-alike comparison schools
  - Collaboration with IT has begun to develop quick reference guides with IEP goals or objectives and course accommodations and 504 accommodations
  - Percentage of students with one or fewer, two through five and six or more referrals
- Beginning in August 2014, ESE personnel will review and analyze quarterly suspension data with school-based leadership teams to include resource specialists and student support specialists for problem solving and next steps. A document will be developed in collaboration with the FIN to include guiding questions and a problem-solving framework to ensure common discussion and problem solving across schools. Strategically align ESE personnel skillsets with school-based needs based on determined criteria and school academic and behavioral intervention needs.
- ESE department personnel will prepare and present at the August 2014 administrator's meeting specific to college, career and community readiness and alternatives to suspension.
- Professional development will be provided in August 2014 for student support specialists on use and analysis of pivot table data per school for discipline.

The following resources were available:

- Procedures for Suspension of Students with Disabilities (SWD)
- ESE-Recommended School-Based Disciplinary Procedures for SWD
- Common Boards from Indian River Fellowship for Instructional Leaders Day 1 and Day 2 that reflect district-wide efforts to refine MTSS problem-solving process

The problem-solving team reconvened on August 25, 2014, and determined action steps to gather baseline data for the purpose of generating goals for both restraint, Indicator 4B and graduation.

- Data priorities included the following:
  - Verify baseline data regarding graduation rates, retention rates, course failure rates, OSS, restraints and amount of student, faculty and administrator time consumed by ODRs.
  - Determine how many class periods students are serving ISS over a period of time.
  - Determine the number of OSS days accumulated per 100 students during each nine-week quarter.
  - Determine the number of ISS and ODR per hundred students to compare days of ISS or total number of ODRs from year to year
  - Clarify the communication channels between the ESE and student services department and the school leadership teams regarding ongoing data review and the identification of all students at risk for academic or behavioral concerns, with particular emphasis on Indicator 4B and Restraint.
  - Gather data on effective components of well-implemented ISS programs.
  - Ascertain the possibility of using the database to automate reports for identified indicators.
- Professional development priorities included providing additional training with regard to EWS and data-based decision making.
- Priorities regarding stakeholders included the following:
  - Expand the team membership for current problem-solving activities to be more representative of all stakeholders.
  - Communicate restraint debriefing information to all stakeholders.
  - Send out the technical assistance paper on restraint to all administrators.
  - Convene a workgroup to identify the level of supports needed by schools throughout the district.

| <b>Next Steps</b>      |  |
|------------------------|--|
| <b>Discipline (4B)</b> |  |
| Summary:               | The district was found to have significantly disproportionate data for black students with disabilities with respect to disciplinary actions, including suspensions and expulsions.  |
| Recommendations:       | Continue professional development for teachers and staff in the area of positive behavior support.   |
| Required Actions:      | By <b>January 15, 2015</b> , the school district must review current school and district policies related to student code of conduct to determine patterns of suspension. Outcomes of this review and any resulting additions or changes to the district's plan must be provided to BEESS by <b>January 30, 2015</b> . |

**Next Steps**

**Restraint and Seclusion**

|                 |  |
|-----------------|--|
| <b>Summary:</b> | <p>According to the district's SP&amp;P, "Prone restraints are utilized when safety risks to students are increased due to the intensity of an event. A seated restraint may be inadequate to secure the student and prevent injury due to biting behavior. Once additional staff arrive a decision may be made to utilize a prone restraint."</p> <p>At the center school it was noted, upon review of restraint reports, that there was a pattern of the use of prone restraint. School staff indicated that prone restraint is used only after less restrictive methods are unsuccessful.</p> |
|-----------------|--|

|                         |     |
|-------------------------|-----|
| <b>Recommendations:</b> | N/A |
|-------------------------|-----|

|                          |  |
|--------------------------|--|
| <b>Required Actions:</b> | In the case of prone restraints, the district must document other restraints leading to the use of prone restraint. Restraints at this location must be closely monitored by the district; problem-solving around students who have been restrained through the prone method must be documented. This documentation must be provided to BEESS by <b>January 30, 2015</b> . |
|--------------------------|--|

**Phases 3 and 4 of the ESE Monitoring and Assistance process**

|                |   |
|----------------|---|
| <b>Summary</b> | <ul style="list-style-type: none"> <li>• Additional action planning and problem solving for other priorities for the school district in regard to restraint and discipline will be scheduled by the SST liaison for the school district and the ESE director.</li> <li>• By <b>January 20, 2015</b>, the SST team, ESE director and designated district staff will evaluate the effectiveness of the school district's action plan(s) and determine additional next steps, as appropriate.</li> </ul> |
|----------------|---|

## Technical Assistance

1. **Implementing a Multi-Tiered System of Support for Behavior: Recommended Practices for School and District Leaders** (Florida's PBS Project) may be accessed at [http://flpbs.fmhi.usf.edu/pdfs/RTIB%20Guide%20101811\\_final.pdf](http://flpbs.fmhi.usf.edu/pdfs/RTIB%20Guide%20101811_final.pdf) and provides an overview of the critical components of an MTSS for behavior. These critical components describe systems changes that are necessary for a results-driven ESE system.
2. The district's **ESE Policies and Procedures** document provides district- and school-based standards for documenting, reporting and monitoring the use of manual, physical or mechanical restraint and seclusion developed by the FDOE. The school district's document for the 2013-14 through 2015-16 school years may be accessed at <http://beess.fcim.org/sppDistrictDocSearch.aspx>.
3. The technical assistance paper entitled **Guidelines for the Use, Documentation, Reporting, and Monitoring of Restraint and Seclusion with Students with Disabilities**, dated October 14, 2011, may be accessed at <http://info.fldoe.org/docushare/dsweb/Get/Document-6212/dps-2011-165.pdf>. This document provides guidance regarding the use, documenting, reporting and monitoring of restraint and seclusion with students with disabilities in school districts, including (a) when restraint or seclusion might be used, (b) considerations when selecting a training program for restraint, (c) what should be documented, (d) parent notification and reporting, and (e) monitoring use. It also contains information about s. 1003.573, F.S., Use of restraint and seclusion on students with disabilities.
4. The United States Department of Education, in collaboration with the United States Department of Justice, released **School Discipline Guidance** in the January 2014, Volume 4, Issue 1 of the **Office of Special Education Programs Monthly Update**. This package will assist states, districts and schools in developing practices and strategies to enhance school climate, and ensure those policies and practices comply with federal law. The resource documents listed below are included in the package, and are available at <http://www.ed.gov/school-discipline>:
  - **Dear Colleague** guidance letter on civil rights and discipline;
  - **Guiding Principles** document that draws from emerging research and best practices;
  - **Directory of Federal School Climate and Discipline Resources** that indexes federal technical assistance and other resources; and
  - **Compendium of School Discipline Laws and Regulations** that catalogue State laws and regulations related to school discipline.

**Florida Department of Education  
Bureau of Exceptional Education and Student Services**

**2013-14 ESE Monitoring and Assistance**

**State Support Team for Indian River County School District**

**Bureau of Exceptional Education and  
Student Services**

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## Appendix A

### Guiding Questions – District-Level Needs Assessment

1. What are the most current data levels on each of the targeted BEESS indicators?
2. What is the gap between BEESS expected level(s) of targeted indicators and your district's current level(s) of targeted indicators?
3. Do data indicate equity issues related to the selected BEESS indicators? Are there subgroups for which the gap between expected and goal levels of performance and current levels of performance is more or less significant?
  - Gender
  - Race or ethnic group
  - Economically disadvantaged
  - Students with disabilities (by each sub-group)
  - English language learners
  - Comparison within and across above sub-groups
4. Disaggregate district-level indicator data to school levels. Which schools are contributing to total district frequency for each of the targeted BEESS indicators?
5. Disaggregate school-level indicator data by grade level. Which grades within each school are contributing to total school frequency for each of the targeted BEESS indicators?
6. Disaggregate between type of school (elementary, middle school and high school) by student outcomes.
7. What evidence-based practices are currently planned for use or implementation at the school level?
8. Are the expected evidence-based practices occurring sufficiently?
9. If expected evidence-based practices are not occurring or not occurring sufficiently, why not? (What are some potential barriers specific to targeted BEESS indicators at the school level?)
10. How are school-level evidence-based practices being supported by the district specific to BEESS indicators being targeted for improvement?
11. Are district supports for school-level practices being provided sufficiently?
12. If district supports are not occurring or not occurring sufficiently, why not? (What are some potential barriers specific to targeted BEESS indicators at the district level?)
13. What strategies, initiatives and resources have been identified in the District Improvement and Assistance Plan (DIAP) with regard to achieving annual measurable outcomes (AMO) targets for students with disabilities?
14. As applicable, has the mid-year reflection based on mid-year assessment data been completed, and what, if any, adjustments have been made to the DIAP with regard to strategies to improve outcomes for students with disabilities?

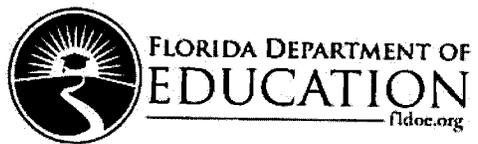
15. What does the **ESE Policies and Procedures** document reflect with regard to the district's goal to improve targeted indicator performance? Did the district achieve the goal set during the prior year?
16. What is occurring with regard to implementing the strategies in the **ESE Policies and Procedures** document with regard to targeted indicator performance? Based on all of the above answers, what priorities will be targeted to improve **BEES** targeted indicators?
17. Based on all of the above answers, what priorities will be targeted to improve **BEES** targeted indicators?

## Bureau of Exceptional Education and Student Services

### Glossary of Acronyms and Abbreviations

The following is a list of acronyms, abbreviations and terms used within this report.

|          |   |
|----------|---|
| ASD      | Autism spectrum disorder  |
| BCBA     | Board certified behavior analysts                                       |
| BEESS    | Bureau of Exceptional Education and Student Services                    |
| BIP      | Behavioral intervention plan  |
| BPIE     | Best Practices for Inclusive Education                                  |
| CARD     | Center for Autism and Related Disorders                                 |
| CEIS     | Coordinated early intervening services                                  |
| CFR      | Code of Federal Regulations   |
| CPI      | Crisis Prevention Institute's Nonviolent Crisis Intervention            |
| DA       | Differentiated Accountability   |
| EBD      | Emotional or behavioral disability                                      |
| ESE      | Exceptional student education   |
| EWS      | Early warning system  |
| FAPE     | Free Appropriate Public Education                                       |
| FCAT 2.0 | Florida Comprehensive Assessment Test 2.0                               |
| FDOE     | Florida Department of Education   |
| FIN      | Florida Inclusion Network   |
| FDLRS    | Florida Diagnostic and Learning Resources System                        |
| F.S.     | Florida Statutes  |
| FBA      | Functional behavioral assessment  |
| IDEA     | Individuals with Disabilities Education Act                             |
| IEP      | Individual educational plan   |
| InD      | Intellectual disabilities   |
| ISS      | In-school-suspension  |
| IT       | Information Technology  |
| LEA      | Local educational agency  |
| MTSS     | Multi-tiered system of support  |
| ODR      | Office discipline referral  |
| OSS      | Out-of-school suspension  |
| PCM      | Professional Crisis Management  |
| PBS      | Positive Behavior Support   |
| PBS/MTSS | Positive Behavior Support/Multi-tiered System of Supports               |
| PK       | Prekindergarten   |
| PS/RtI   | Problem-Solving/Response to Intervention                                |
| RtI      | Response to intervention  |
| SLD      | Specific learning disorder  |
| SEDNET   | Multiagency Network for Students with Emotional Behavioral Disabilities |
| SP&P     | Exceptional Student Education Policies and Procedures                   |
| SPP      | State Performance Plan  |
| SST      | State Support Team  |
| SWD      | Students with disabilities  |
| T.E.A.M. | Techniques for Effective Aggression Management                          |
| USF      | University of South Florida   |



Pam Stewart, Commissioner

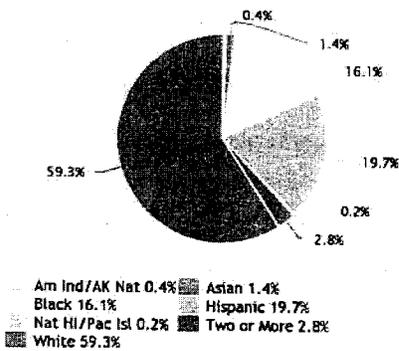
3132001

**Discipline, Restraints/Seclusion Harassment/Bullying**

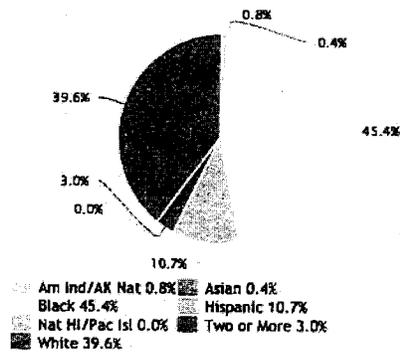
**Discipline, Restraints/Seclusion, Harassment/Bullying**

Compared to overall enrollment, what is the race/ethnicity of students receiving In-School Suspensions, Out-of-School Suspensions, or Expulsions?

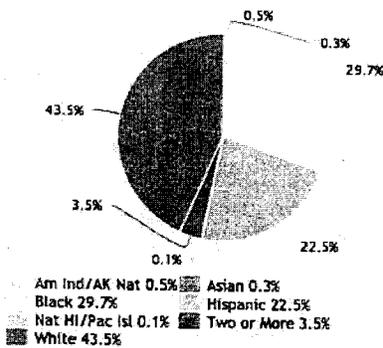
**District Enrollment**  
n=17980



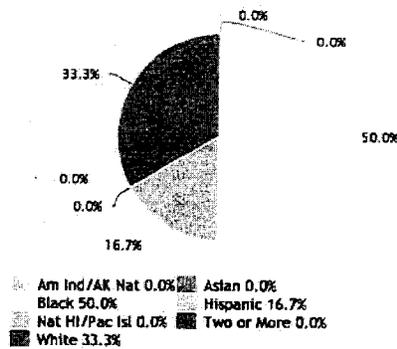
**In-School Suspensions**  
n=4472



**Out-of-School Suspensions**  
n=3426



**Expulsions**  
n=12



\* Section 504 Only discipline data is not available by race/ethnicity. Number of Section 504 Only students disciplined: In-School Suspensions=14, Out of School Suspensions=14, Expulsions=2

|  | Total |
|--|-------|
| Total Number of Students Referred to Law Enforcement     | 292   |
| Total Number of Students with School-Related Arrests     | 25    |
| Total Number of Expulsions Under Zero-tolerance Policies | 0     |

Civil Rights Data Definitions

Exhibit VI

8

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FIFTH DISTRICT

JANUARY TERM 2013

NOT FINAL UNTIL TIME EXPIRES TO  
FILE MOTION FOR REHEARING AND  
DISPOSITION THEREOF IF FILED

SCHOOL BOARD OF SEMINOLE COUNTY,  
FLORIDA,

Appellant,

v.

Case No. 5D12-2473

RENAISSANCE CHARTER SCHOOL, INC.,  
and RENAISSANCE CHARTER SCHOOL AT  
SEMINOLE,

Appellees.

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Opinion filed April 26, 2013.

Administrative Appeal from the  
Florida State Board of Education.

Donna E. Blanton of Radey Thomas Yon &  
Clark, P.A., Tallahassee, and Ned N.  
Julian, Jr., Serita D. Beamon of Seminole  
County Schools, Sanford, for Appellant.

Edward J. Pozzuoli and Stephanie  
Alexander of Tripp Scott, P.A., Fort  
Lauderdale, for Appellees.

JACOBUS, J.

The School Board of Seminole County, Florida ("School Board") timely appeals  
an order of the Florida State Board of Education ("State Board"). The order allows  
Renaissance Charter School, Inc., and Renaissance Charter School at Seminole

(collectively "Renaissance") to operate a charter school in Seminole County over the objections of the School Board. We reverse.

On August 1, 2011, Renaissance filed an application with the School Board to open a new charter school in Seminole County in the fall of 2012. The proposed school was to be named the Renaissance Charter School at Seminole and was to serve grades K through 6 in its first year, grades K through 7 in its second year, and grades K through 8 thereafter. Renaissance hoped to open the school with 862 students and to grow to 1,415 students by its fifth year. The application was made pursuant to section 1002.331, Florida Statutes (2011), which allowed Renaissance to replicate a "high-performing" charter school already in operation. The high-performing charter school that Renaissance professed to be replicating was the North Broward County Academy of Excellence Middle School, a middle school which serves grades 6 through 8. The school was to be managed by Charter Schools USA, an "education service provider" ("ESP"), which manages approximately thirty schools in three states.

A workshop was held on the application, and the superintendent, Bill Vogel, completed a twenty-five page, State Board-required Florida Charter School Application Evaluation Instrument with respect to the application. See Fla. Admin. Code R. 6A-6.0786. Based on the criteria outlined in the instrument, the superintendent recommended the denial of Renaissance's application. The School Board later voted unanimously in favor of denial and the outcome was formally communicated to Renaissance in a letter dated October 6, 2011. The four-page letter stated the application had been denied because Renaissance's proposed program: 1) did not substantially replicate the educational program of the high-performing charter school; 2)

did not provide an adequate financial plan; 3) failed to identify how it would meet the statutorily-defined purpose of meeting high standards of student achievement; 4) failed to show an arm's length relationship between the school's ESP, Charter Schools USA, and the governing board; and 5) did not have a sufficient plan for English language learners ("ELL").

Renaissance appealed the School Board's denial of its application to the State Board on November 7, 2011. The record provided to the State Board included the application, a copy of the letter from the School Board denying the application, and a video transcript of the school board meeting. The School Board's response included all relevant documents, including a transcript of the workshop. At a hearing on the appeal, the State Board heard numerous charter school appeals. After cursory discussion and an agreement that the issues were essentially the same as involved in a prior appeal, the State Board unanimously "granted" Renaissance's appeal. The Commissioner of Education's final order memorializing the State Board's decision was entered on May 21, 2012. The reason given for reversing the School Board's decision was that it had "failed to show by clear and convincing evidence that the Charter Applicant's application did not materially comply with the requirements of Section 1002.33(6)(c)3.b., Florida Statutes."

The School Board appealed the State Board's order, requiring it to permit Renaissance to open and operate a charter school in Seminole County. Among the numerous reasons given to reverse the State Board's decision, we find one issue dispositive of the appeal. We agree with the School Board that Renaissance's proposed charter school's educational program did not "substantially replicate" that of

the high-performing charter school being replicated -- that of North Broward Academy of Excellence Middle School -- and that the order granting Renaissance's application must therefore be reversed.

The "substantially replicates" requirement is contained in those provisions of the charter school statute which refer to "high-performing" charter schools. Schools identified as "high-performing" charter schools pursuant to section 1002.331, Florida Statutes, are given preferential treatment in the application process. They are entitled to submit an application to a sponsor<sup>1</sup> to establish and operate a new charter school that will "substantially replicate" its educational program in an existing school. The statute states:

(a) A high-performing charter school may submit an application pursuant to s. 1002.33(6) in any school district in the state to establish and operate a new charter school that will substantially replicate its educational program. An application submitted by a high-performing charter school must state that the application is being submitted pursuant to this paragraph and must include the verification letter provided by the Commissioner of Education pursuant to subsection (5). If the sponsor fails to act on the application within 60 days after receipt, the application is deemed approved and the procedure in s. 1002.33(6)(h) applies. If the sponsor denies the application, the high-performing charter school may appeal pursuant to s. 1002.33(6).

(b) A high-performing charter school may not establish more than one charter school within the state under paragraph (a) in any year. A subsequent application to establish a charter school under paragraph (a) may not be submitted unless

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<sup>1</sup> An application to open a charter school may be made by an individual, teachers, parents, a group of individuals, a municipality, or a legal entity organized under the laws of Florida. § 1002.33(3)(a), Fla. Stat. Charter schools must have a public sponsor -- either a district school board or a state university. § 1002.33(5)(a), Fla. Stat. The sponsor must perform a number of duties, including monitoring and reviewing the school and monitoring the revenues of the school. § 1002.33(5)(b), Fla. Stat.

each charter school established in this manner achieves high-performing charter school status.

§ 1002.331(3)(a)-(b), Fla. Stat. (emphasis supplied).

One of the permitted reasons to deny an application is if the sponsor demonstrates by "clear and convincing evidence" that "[t]he proposed charter school's educational program does not substantially replicate that of the applicant or one of the applicant's high-performing charter schools. . . ." § 1002.33(6)(b)3.b.(III), Fla. Stat. The statute explains the requirement as follows:

An applicant is considered to be replicating a high-performing charter school if the proposed school is substantially similar to at least one of the applicant's high-performing charter schools and the organization or individuals involved in the establishment and operation of the proposed school are significantly involved in the operation of replicated schools.

§ 1002.33(6)(b)3.b., Fla. Stat.

The School Board found that the requirement had not been met because the application submitted by Renaissance sought to open a school for grades K through 8, while the school being replicated served only students in grades 6 through 8. The denial letter explained:

There are fundamental differences in the educational program (i.e., standards-based curriculum, standards-based instruction, standards-based assessments, professional development for teachers and administrators on instructional materials aligned to standards, etc.) between a middle school and an elementary school.

The State Board apparently rejected this reasoning, accepting Renaissance's argument that a new charter school does not have to "exactly match" the high-performing school upon which it is modeled and the school in this case meets the "substantially replicates"

requirement, as the schools shared a substantially similar instruction model and the very same organizations, i.e., the very same governing board and ESP.

The Legislature has delegated to the State Board the statutory power to hear an appeal from the denial of a high-performing charter school application. §§ 1002.33(6)(b)3.c. and 1002.33(6)(c)3.b., Fla. Stat. The State Board's interpretation of the statute is entitled to great deference and this Court is required to defer to the State Board's interpretation unless it is clearly erroneous. See Verizon Fla., Inc. v. Jacobs, 810 So. 2d 906, 908 (Fla. 2002) ("An agency's interpretation of the statute it is charged with enforcing is entitled to great deference."); Imhotep-Nguzo Saba Charter Sch. v. Dep't of Educ., 947 So. 2d 1279, 1285 (Fla. 4th DCA 2007). However, we agree with the School Board that to be "substantially similar" within the meaning of the Florida Statutes, a charter school must have the same characteristics and be alike in substance or essentials to the school it is replicating. Common sense dictates that a middle school, which covers only grades 6 through 8, is materially different from a K through 8 school. As the superintendent noted in his denial letter, "[t]here is a substantial difference in the curriculum, teaching strategies, student learning rates, discipline, student management, emotional maturity, teaching focus, and other factors between a middle school and an elementary school."

Moreover, by allowing Renaissance to use a middle school to establish what is essentially two schools, e.g., for which it elsewhere has two charters, and by allowing it to use the elementary portion of the school being replicated (North Broward Elementary) to establish yet another school (this one in Lake County), the State Board is allowing Renaissance to sidestep the limitations imposed by section 1002.331(3)(b), Florida

Statutes, which states that "[a] high-performing charter school may not establish more than one charter school within the state under paragraph (a) in any year." The State Board's interpretation of the statute essentially doubles the pace at which high-performing charter schools can be replicated within the State.

Renaissance argues that North Broward Academy of Excellence Elementary and Middle Schools are actually one, big K through 8 school, noting that they are housed in the same building and share a website. See <http://www.northbrowardcharter.org>. However, as noted by the School Board, these two schools are reported to the Department of Education as separate schools and operate under two separate charters sponsored by the School Board of Broward County. Each of the schools receives separate school grades, as shown by Renaissance in its brief to the School Board. Moreover, Renaissance apparently submitted two separate high-performing applications to two different county school districts in Florida in 2011 based on these schools. These submissions are inconsistent with Renaissance's current argument that North Broward Elementary and North Broward Middle are "one, big K-8 school."

Review in this case has been hampered by deficiencies in the underlying statute. The Legislature has indicated a clear preference for encouraging alternative forms of education through the charter school statute. However, the statute as formulated has many shortcomings. The high-performing charter school provisions exemplify these deficiencies. For example, high-performing charter school applications can be denied by the sponsor only if the sponsor demonstrates one of five statutory factors by "clear and convincing" evidence, but the statute does not make clear in what forum a sponsor is to present "clear and convincing evidence" sufficient to deny the application and

contains no express provisions for a hearing. § 1002.33(6)(b)3.b., Fla. Stat. The State Board is then required to review the School Board's decision to determine whether the sponsor has shown, by clear and convincing evidence, one of the five reasons listed for denying the application, but there is no real record for the State Board to review with respect to high-performing charter schools. See § 1002.33(6)(c)3.a., Fla. Stat. This Court's standard of review is also less than clear. In similar cases, courts normally review the State Board's decision to determine whether its factual findings are supported by competent, substantial evidence and whether it erroneously interpreted the law. Spiral Tech Elementary Charter Sch. v. Sch. Bd. of Miami-Dade Cnty., 994 So. 2d 455, 455 (Fla. 3d DCA 2008) (involving decision to terminate charter school under provision which allowed sponsor to decide not to renew charter, which required sponsor to articulate reasons in writing, and which allowed charter school to appeal to state's Department of Education). However, high-performing school applications involve a negative -- the State Board must find the School Board failed to present clear and convincing evidence to deny the application. This Court's standard of review thus appears to involve the virtually incomprehensible standard of whether there is competent substantial evidence to support the State Board's decision that there is an absence of clear and convincing evidence supporting the School Board's denial of the application. The statute also raises issues of due process by its failure to expressly provide for any form of evidentiary hearing or review.

The issues are less pronounced in this case, which involves the State Board's interpretation of the relevant statute and its requirement that the charter school applicant "substantially replicate" an existing school. We have no difficulty finding in this

case that the School Board had before it “clear and convincing” evidence that the requirement had not been met, and that the State Board erred in interpreting the statute to include the replication involved in this case. We find no due process violation within the context of this case, in which no request for a formal hearing was ever made. The Administrative Procedure Act (“APA”) plainly does not apply to proceedings before the State Board and, in view of the time limitation set forth in the statute, it is doubtful that the APA applies to proceedings before individual school boards. See Sch. Bd. of Palm Beach Cnty. v. Survivors Charter Sch., Inc., 3 So. 3d 1220 (Fla. 2009) (holding that charters schools were not entitled to hearing under APA when school board terminated charter under section 1002.33(8)(d), Florida Statutes; review of the charter school statute which provides for immediate termination of charter under emergency conditions did not require APA hearing that would prolong termination; interpretation was consistent with fact that legislature did not require APA hearing for non-emergency terminations and had set forth detailed statutory procedure). In view of the foregoing, we reverse the order of the State Board approving Renaissance’s application.

REVERSED.

LAWSON and BERGER, JJ., concur.





Thus, the Court's resolution of issue one necessarily will determine issue two. If the consideration of the mandatory connection requirement is collateral to the bond validation proceeding, then the provisions relating to mandatory connection should be reversed with instructions that they be deleted from the final judgment and further challenges would not be foreclosed. See City of Miami, 103 So.2d at 190 (reversing portions of the judgment addressing two collateral issues with directions that the trial court delete them). If the matter was a proper part of the bond validation proceeding, then the final judgment will necessarily foreclose any further challenges. See § 75.09, Fla. Stat. (2000) (explaining effect of final judgment).

In those instances where issues have been deemed collateral and not the proper subject of a bond validation proceeding, this Court has noted that "the interested parties" to the collateral issue were not parties to the bond validation action and thus the trial court had no jurisdiction to decide the collateral issue in the proceeding. See, e.g., McCoy Restaurants, Inc. v. City of Orlando, 392 So.2d 252, 254 (Fla. 1980) (finding that validity of airline-aviation authority lease agreements was collateral to bond validation because airlines and other interested parties were not parties to action and trial court had no jurisdiction to determine validity of leases in bond validation proceeding); State v. Sunrise Lakes Phase II Special Recreation Dist., 383 So.2d 631, 633 (Fla.1980) (same as to validity of operating contract for recreational facilities with condominium association); City of Miami, 103 So.2d at 190 (finding that trial court lacked jurisdiction to determine Dade County's power to acquire waterworks system of the City of Miami and to rule on tax exempt status of the property of the City's waterworks system; stating that bond validation statute did not give the court power to bring other parties into the proceedings). Section 75.02, Florida Statutes (2000), provides that the party seeking bond validation can file a complaint in circuit court "against the state and the taxpayers, property owners, and citizens" of the area affected by the bonds. Section 75.05 further provides that the court shall issue an order "directed against the state and the several property owners, taxpayers, citizens and others having or claiming any right, title or interest in property to be affected by the issuance of bonds or certificates" requiring them to appear at the bond validation hearing to show why the complaint should not be granted and the bonds validated.<sup>[21]</sup> \*946 Thus, the citizens and property owners in the area affected by the sewer bonds were parties to the bond validation proceeding and the circuit court had jurisdiction over them.

The real question here is whether approval of the mandatory connection ordinance was collateral to the bond validation proceeding or not. In State v. City of Port Orange, 650 So.2d 1, 3 (Fla.1994), this Court explained that "[s]ubsumed within the inquiry as to whether the public body has the authority to issue the subject bond is the legality of the financing agreement upon which the bond is secured." In Port Orange, the City enacted a transportation utility ordinance whereby a transportation utility fee was imposed on the owners and occupants of developed property within the City. *Id.* at 2. The City pledged the proceeds of these fees to pay the transportation utility bonds issued to finance city transportation facilities. *Id.* at 3. This Court concluded that the "fee" was actually an impermissible tax and thus the City was not authorized to issue the bonds and the bonds could not be validated. *Id.* at 4. Similarly, in GRW Corp. v. Department of Corrections, 642 So.2d 718 (Fla.1994), in addition to validating a lease-purchase agreement between the Department of Corrections and a private company for the construction of a correctional facility, the trial court ruled that a losing bidder was barred from renewing any bid protest in the matter. On appeal, the losing bidder argued that this issue was collateral to the chapter 75 proceeding. This Court held that the issue was not collateral "because it goes directly to the legality of the special type of financing method at issue here." *Id.* at 721. The Court further explained that the bid procedure was "clearly a basic part of this unique financing arrangement" and thus the trial court had jurisdiction to find the loser bidder was barred from further protest against the bid award. *Id.*

Citizens argues that this Court has previously ruled that a mandatory sewer connection ordinance is "not a matter of judicial concern in a bond validation proceeding." DeSha v. City of Waldo, 444 So.2d 16, 18 (Fla.1984). *DeSha* involved a bond validation proceeding in which the citizen intervenors sought to invalidate proposed municipal bonds for the improvement of the City of Waldo's water supply and waste water collection and treatment systems. The citizens argued that the circuit court could not approve the municipal borrowing until the City enacted a mandatory water and sewer connection ordinance in order to ensure sufficient revenues to meet the bond obligations. See *id.* at 17. The citizens questioned the financial stability of the bonds based on the lack of a valid mandatory connection ordinance. This Court noted that the financial strength of the project was not a matter within the scope of its review. See *id.* at 18. Further, the





















materials and cover all other expenses needed to operate a school.

[8] The State discontinued capital funding, with limited exceptions, after the 2003-2004 school year. See generally § 1013.62(7), Fla. Stat. (2003).

[9] The School Board attached a table to its appeal showing the operational budgets, and deficits, of each charter school in Osceola County between 2002 and 2003.

[10] See § 1002.33(8)(d), Fla. Stat. (2003) (requiring the district to assume control over a failed charter school within the district).

[11] We also note that funding for charter schools can be supplemented by private donations.

[12] See *Recommended Revisions to Florida's Charter School Code, An Annual Report to the Legislature, Governor and Secretary of Education* 8 (Dec. 18, 2002).

[13] See 2003-393 Laws of Florida.

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974 So.2d 1186 (2008)

**SCHOOL BOARD OF VOLUSIA COUNTY, Appellant,**  
**v.**  
**ACADEMIES OF EXCELLENCE, INC., etc., et al., Appellee.**

No. 5D06-1054.

**District Court of Appeal of Florida, Fifth District.**

February 22, 2008.

1187 \*1187 Theodore R. Doran, Audrie M. Harris and Michael Ciocchetti of Doran, Wolfe, Ansay & Kundid, Daytona Beach, for Appellant.

Christopher V. Carlyle, Shannon McLin Carlyle and Gilbert S. Goshom, Jr., of The Carlyle Appellate Law Firm, The Villages, for Appellee.

## ON MOTION FOR REHEARING AND REHEARING EN BANC

PALMER, C.J.

The motion for rehearing and for rehearing en banc filed by the **School Board of Volusia County** is denied. However, the prior opinion of this court, dated November 30, 2007 is withdrawn, and we substitute the following in its place.

The **School Board of Volusia County (School Board)** appeals the final order entered by the State of Florida, Department of Education (**State Board**), reversing the **School Board's** denial of the charter **school** application filed by **Academies of Excellence, inc. (Academies)**. Determining that the record contains competent, substantial evidence to support the **State Board's** decision, we affirm.

**Academies** applied to the **School Board** for permission to open a charter elementary **school** in **Volusia County**, Florida. Pertinent to this appeal, in the application the following information was set forth:

L. Student Performance Standards

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4. To be considered as meeting student performance standards, students must perform at Level 3 and above on the mathematics and reading sections of the Florida Comprehensive Assessment Test.

5. Students who score at or above the 25th percentile on norm-referenced tests are considered to have demonstrated acceptable student performance standards.

Additionally, as part of the finance portion of the application, **Academies** indicated that it expected to initially enroll 450 students.

1188 \*1188 The **School Board** held a hearing to consider **Academies'** application. During the hearing, Dr. Chris Colwell, Deputy Superintendent for Instruction Services, testified that **Academies'** application failed to set a goal for itself of attaining an A, B, C, or D grade in terms of success of the **school**. He stated that a specific stated goal was required and appropriate. Next, Colwell took issue with **Academies'** standard that "students who score at or above the 25th percentile on norm referenced tests are considered to have demonstrated acceptable student performance standards." He testified that the standard was lower than the standards held by public schools in **Volusia County** and lower than the standards that would be expected by the State of Florida.

Bill Kelly, Jr., Deputy Superintendent of Finance, opined that **Academies'** application lacked evidence of sound financial planning. Specifically, Kelly found **Academies'** enrollment projection of 450 students in the first year of operation to be unreasonable. Based on the unreasonable enrollment figure, Kelly stated that **Academies'** budget revenues were overstated. Kelly also stated that **Academies** was understating its capital budget by one million dollars for facilities and land costs.

At the conclusion of the hearing, the **School Board** denied **Academies'** application. Specifically, the **School Board** concluded that **Academies'** application failed to meet the standards for minimal acceptance in the areas of student assessment/accountability and finance/class size requirements.

**Academies** appealed the **School Board's** ruling to the State **Board** of Education. The Charter **School Appeals** Commission<sup>[1]</sup> conducted a hearing on the matter. During that hearing, Kathleen Schoenberg, attorney for **Academies**, argued that **Academies'** application properly addressed the statutory requirement regarding student assessment and that the argument over finances was just a difference of opinion between the **School Board** and **Academies**.

Ted Doran, attorney for the **School Board**, argued that **Academies** had failed for the fourth time to produce an application sufficient statutorily to proceed to the next level. Dr. Colwell testified that **Academies'** failure to include a **school** goal in its application made **Academies** unaccountable for its performance under the Governor's A-Plus Plan. Further, Colwell stated that it was unacceptable that **Academies** considered the 25th percentile to be an acceptable level of student performance. However, he did indicate that **Academies** had admitted that this figure on their application was a typographical error and that the figure should have been 51st percentile instead of 25th percentile.

In response, Schoenberg stated that **Academies** mistakenly omitted a sentence stating that the **school's** goal was to be an "A" **school**. However, she argued that omission of that one sentence was not enough to make the entire application deficient.

The Commission asked the parties whether there was a specific requirement that a **school** grade be part of the application. Colwell admitted that the application template did not include such a requirement and Schoenberg stated that the statute does not require the **school** to include a **school** grade as one of its goals.

1189 At the conclusion of the comments on student assessment/accountability, the \*1189 Commission voted that the **School Board** had competent, substantial evidence to support its finding that the application was statutorily deficient in the area of student assessment/accountability. However, immediately thereafter, the Commission voted that the **School Board's** finding that the application was statutorily deficient in the area of student assessment/accountability was not good cause for denial.<sup>[2]</sup> After more discussion, the Commission voted that the **School Board** did not have competent substantial evidence to support its finding that the application was statutorily deficient in the areas of finance/class size requirements. Subsequently, the Commission voted to recommend to the State **Board** that **Academies'** appeal be granted.

The Commission's recommendations were submitted to the State **Board**. The State **Board** conducted a hearing during which it considered whether to accept the Commission's recommendation to overturn the decision of the **School Board** and to grant **Academies'** application. During the hearing, a member of the State **Board** requested clarification regarding the 25th percentile versus the 51st percentile. The head of the appeals commission responded:

I absolutely admonished the applicant that that's not acceptable. They had noted it. They admitted it. They said it was a typo. They absolutely agree on the record and in writing, it should be 51 percent which is the norm for the FCAT.

Subsequently, the State **Board** issued a written order upholding the findings and recommendations of the Commission. This appeal timely followed.

The **School Board** challenges the State **Board's** final order, claiming first that the **Board** deviated from the record below and improperly created its own record during the appeal process. Specifically, the **School Board** argues that the **School**

**Board** and **Academies** were bound by the record developed before the **School Board** and thus it was error for the parties to add new evidence during the appeal process. We reject this argument because both the **School Board** and **Academies** presented, without any objection, testimony before the Commission regarding the issues of student assessment/accountability and finance/class size requirements. Additionally, the **School Board** did not raise any objections to the comments made during the State **Board** meeting regarding the 25th percentile promotion rate, nor did the **School Board** raise the argument before the State **Board** that it now raises on appeal. Accordingly, the **School Board** failed to preserve this issue for our review.

1190 In a related argument, the **School Board** claims that the State **Board** improperly conducted a *de novo* review of the evidence.<sup>1190</sup> by accepting testimony at the State **Board** hearing. Again, this argument was not properly preserved for our review.

The **School Board** further argues that the State **Board's** order must be reversed because it fails to include a fact-based justification for the **Board's** decision. We disagree.

Section 1002.33(6)(e)1. & 5. of the Florida Statutes (2005) provides:

1002.33. Charter schools

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(6) Application process and review.

Beginning September 1, 2003, applications are subject to the following requirements:

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(e) 1. A Charter **School** Appeal Commission is established to assist the commissioner and the State **Board** of Education with a fair and impartial review of appeals by applicants whose charter applications have been denied, whose charter contracts have not been renewed, or . . .

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5. Commission members shall thoroughly review the materials presented to them from the appellant and the sponsor. The commission may request information to clarify the documentation presented to it. In the course of its review, the commission may facilitate the postponement of an appeal in those cases where additional time and communication may negate the need for a formal appeal and both parties agree, in writing, to postpone the appeal to the State **Board** of Education. A new date certain for the appeal shall then be set based upon the rules and procedures of the State **Board** of Education. Commission members shall provide a written recommendation to the state **board** as to whether the appeal should be upheld or denied. A fact-based justification for the recommendation must be included. The chair must ensure that the written recommendation is submitted to the State **Board** of Education members no later than 7 calendar days prior to the date on which the appeal is to be heard. Both parties in the case shall also be provided a copy of the recommendation.

§ 1002.33(6)(e)1. & 5., Fla. Stat. (2005)(emphasis added). The statute clearly states that the Commission, not the State **Board**, must include a fact-based justification for its recommendation. Therefore, the failure of the State **Board** to include a fact-based justification for its decision does not constitute reversible error.<sup>131</sup>

The **School Board** next challenges the State **Board's** final order, claiming that the **School Board's** basis for denying **Academies'** charter **school** application constituted good cause because **Academies'** application was unsound in student assessment/accountability and finance/class size requirements. The **School Board** claims that, because the Commission found that **Academies'** application was statutorily deficient in the area of student assessment/accountability, the Commission erred in concluding that this deficiency was not good cause for denial of **Academies'** application. We disagree.

1191 \*1191 While **Academies** admitted at the hearing before the Commission that it had mistakenly omitted a sentence from its application that should have said the **school's** goal was to be an "A" **school**, a representative from the **School Board** also admitted that the application template did not include a requirement that one of the goals include a **school** grade. Section 1002.33(6)(a) of the Florida Statutes also contains no such requirement, and the Florida charter schools standard application includes no such requirement. Therefore, competent substantial evidence supports the Commission's conclusion that the **School Board** did not have good cause to deny **Academies'** application on that basis.

Next, the **School Board** argues that the Commission erred in concluding that the **School Board** did not have good cause to deny **Academies'** application based on statutory deficiencies in **Academies'** basis for promotion of students. Specifically, the **School Board** argues that **Academies'** could not promote students based on reaching the 25th percentile. This issue was extensively discussed at the meeting before the Commission. **Academies** indicated that it was willing to correct this language. **Academies'** willingness to rectify the situation appeared to be the reason that the Commission concluded that this error on **Academies'** application was not good cause to deny the application. Based on the testimony and argument presented at the hearing, the Commission had sufficient evidence before it to properly conclude that, although **Academies'** application was statutorily deficient, such a deficiency was not good cause for denial of the application when **Academies** recognized the problem and was willing to correct it.

The **School Board** also argues that the Commission erred in concluding that the **School Board** did not have competent substantial evidence to support its finding that **Academies'** application was statutorily deficient in the area of finance/class size requirement. We again disagree. The record demonstrates that **Academies** rebutted the reasons the **School Board** gave for denying its application, and the evidence demonstrated that many of the **School Board's** reasons for denial were based on opinion. Also, a **School Board** representative admitted that **Academies'** budget was correct if it could achieve its estimated enrollment number.

Finally, the **School Board** challenges the State **Board's** final order, claiming that the order which was entered pursuant to section 1002.33 of the Florida Statutes conflicts with, and thereby violates, the **School Board's** constitutional authority under Article IX, section 4(b), of the Florida Constitution, to operate, control and supervise public schools, and its authority under Article IX, section 1(a), of the Florida Constitution, to make adequate provision for a uniform and high quality system of free public schools. Specifically, the **School Board** argues that, because the act of operating and controlling all free public schools in **Volusia County** is conferred exclusively on the **School Board**, section 1002.33(6)(c) is unconstitutional because it permits the State **Board** to open a charter **school**.

Section 1002.33(6)(c) of the Florida Statutes provides:

1002.33 Charter Schools

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(6) Application process and review. — Beginning September 1, 2003, applications are subject to the following requirements:

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(c) An applicant may appeal any denial of that applicant's application or failure to act on an application to the State **Board** of Education no later than 30 calendar days after receipt of the district \*1192 **school board's** decision or failure to act and shall notify the district **school board** of its appeal. Any response of the district **school board** shall be submitted to the State **Board** of Education within 30 calendar days after notification of the appeal. Upon receipt of notification from the State **Board** of Education that a charter **school** applicant is filing an appeal, the Commissioner of Education shall convene a meeting of the Charter **School** Appeal Commission to study and make recommendations to the State **Board** of Education regarding its pending decision about the appeal. The commission shall forward its recommendation to the state **board** no later than 7 calendar days prior to the date on which the appeal is to be heard. The State **Board** of Education shall by majority vote accept or reject the decision of the

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district **school board** no later than 90 calendar days after an appeal is filed in accordance with State **Board** of Education rule. The Charter **School** Appeal Commission may reject an appeal submission for failure to comply with procedural rules governing the appeals process. The rejection shall describe the submission errors. The appellant may have up to 15 calendar days from notice of rejection to resubmit an appeal that meets requirements of State **Board** of Education rule. An application for appeal submitted subsequent to such rejection shall be considered timely if the original appeal was filed within 30 calendar days after receipt of notice of the specific reasons for the district **school board's** denial of the charter application. The State **Board** of Education shall remand the application to the district **school board** with its written decision that the district **school board** approve or deny the application. The district **school board** shall implement the decision of the State **Board** of Education. The decision of the State **Board** of Education is not subject to the provisions of the Administrative Procedure Act, chapter 120.

§ 1002.33(6)(c), Fla. Stat. (2005).

Article IX, Section 1(a) of the Florida Constitution provides:

§ 1. Public education

(a) The education of children is a fundamental value of the people of the State of Florida. It is, therefore, a paramount duty of the state to make adequate provision for the education of all children residing within its borders. Adequate provision shall be made by law for a uniform, efficient, safe, secure, and high quality system of free public schools that allows students to obtain a high quality education and for the establishment, maintenance, and operation of institutions of higher learning and other public education programs that the needs of the people require. . . .

Article IX, section 4(b) of the Florida Constitution provides:

§ 4. **School** districts; **school** boards

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(b) The **school board** shall operate, control and supervise all free public schools within the **school** district and determine the rate of **school** district taxes within the limits prescribed herein. Two or more **school** districts may operate and finance joint educational programs.

Article IX, section 2 of the Florida Constitution provides:

§ 2. State **board** of education

The state **board** of education shall be a body corporate and have such supervision of the system of free public education as is provided by law. The state **board** of education shall consist of seven members appointed by the governor to staggered 4-year terms, subject to confirmation by the senate. The state **board** of education shall appoint the commissioner of education.

1193 \*1193 Section 1002.33(6)(c) does not permit the State **Board** to open a charter **school**. Rather, the statute permits the State **Board** to approve or deny a charter application after it completes an extensive review process. Granting a charter application is not equivalent to opening a public **school**. The approval of an application is just the beginning of the process to open a charter **school**. Once the charter application has been granted, the **school board** still has control over the process because the applicant and the **school board** must agree on the provisions of the charter. See § 1002.33(6)(h), Fla. Stat. (2005). A **school board** can also cause a charter to be revoked or not renewed. See § 1002.33(8), Fla. Stat. (2005). Furthermore, under the Constitution of Florida, while the **school board** shall operate, control and supervise all free public schools within their district the State **Board** of Education has supervision over the system of free public education as provided by law.

AFFIRMED.

SAWAYA, J., concurs.

GRIFFIN, J., concurs specially, with opinion.

GRIFFIN, J., concurring specially.

For what it is worth, in my view, the **School Board** acted appropriately in denying the application. This was the fourth time that **Academies** had submitted its application for this charter **school**. In the previous application, the minimum standard **Academies** identified for assessment of the **school** itself was not to receive an "F" from the State's grading system for two consecutive years. The **County** found such a standard unacceptable so, in this fourth application, **Academies** simply eliminated *any* measure for the **school**. As for the 25th percentile threshold for individual student evaluation, the application says that it would be acceptable if students scored at or above the 25th percentile on norm reference tests. This is clearly not an acceptable standard for several reasons that were discussed in the hearing. **Academies'** response was that their standard *appeared* to be unacceptable due to an inadvertently omitted sentence and poor wording, but in fact, they intended to have a standard that would not be unacceptable. The **Board** concluded that it could only act on the application that had been submitted, not the application that might be submitted if errors were corrected, and accordingly denied the application. Surely, they could not have approved the application in its current form.

Few things in the administrative process are more destructive than the belief on the part of the applicant and the decision-maker that the "review" of administrative action is really nothing more than a "do-over" with more receptive listeners. A fact-finder and decision-maker who knows its decisions will not be accorded respect is less inclined to worry over their accuracy. Nevertheless, for reasons best known to others, this is apparently the way this process has been designed to operate. Therefore, I concur in the result.

[1] Upon receipt of notification from the State **Board** of Education that a charter **school** applicant is filing an appeal, the Commissioner of Education shall convene a meeting of the Charter **School** Appeal Commission to study and make recommendations to the State **Board** of Education regarding its pending decision about the appeal. § 1002.33(6)(c), Fla. Stat. (2005).

[2] Section 1002.33(6)(b)3 of the Florida Statutes provides:

1002.33 Charter Schools

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(6) Application process and review. — Beginning September 1, 2003, applications are subject to the following requirements:

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[b] 3. A district **school board** shall by a majority vote approve or deny an application no later than 60 calendar days after the application is received, unless the district **school board** and the applicant mutually agree to temporarily postpone the vote to a specific date, at which time the district **school board** shall by a majority vote approve or deny the application. If the district **school board** fails to act on the application, an applicant may appeal to the State **Board** of Education as provided in paragraph (c). If an application is denied, the district **school board** shall, within 10 calendar days, articulate in writing the specific reasons based upon good cause supporting its denial of the charter application.

§ 1002.33(6)(b)3, Fla. Stat. (2005) (emphasis added).

[3] To the extent the **School Board** argues that the Commission's order is insufficient for failure to include detailed factual findings, the **School Board** failed to preserve this argument because it failed to raise the insufficiency of the Commission's recommendations before the State **Board**. See *Imhotep-Nguzo Saba Charter School v. Department of Educ.*, 947 So.2d 1279 (Fla. 4th DCA 2007) (holding appellate court would not consider issue raised by charter schools for first time on appeal).

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