

SCHOOL BOARD OF POLK COUNTY

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Cathy Schroeder, Agency Clerk Florida State Board of Education 325 West Gaines Street, Suite 1520 Tallahassee, Florida 32299-0400

RE: Appellant/School Board's Answer Brief

Our Children's Prep School, Inc., v. School Board of Polk County, Florida

VIA EXPRESS MAIL

Dear Ms. Schroeder:

Enclosed please find for filing ten copies of the Answer Brief in response to the Notice of Appeal by Our Children's Prep School, Inc. Please be advised that the administrative offices of the School Board of Polk County will close at 3:30 p.m. on December 18, 2015, and reopen on January 4, 2016 at 8:00 a.m.

I wish for you and yours a safe and happy holiday.

Very truly yours

C. Wesley Bridges II

General Counsel

Attachments

ce: Melissa Gross-Arnold, w/attachment (Via Overnight Delivery)

STATE BOARD OF EDUCATION FLORIDA DEPARTMENT OF EDUCATION CHARTER SCHOOL APPEAL COMMISSION

OUR CHILDREN'S PREP SCHOOL, INC.

Applicant/Appellant,

v.	CASE NO.:
SCHOOL BOARD OF POLK COUNTY, FLORIDA	
School Board/Appellee.	

BRIEF OF APPELLEE, THE SCHOOL BOARD OF POLK COUNTY, FLORIDA, IN RESPONSE TO OUR CHILDREN'S PREP SCHOOL, INC.'S, NOTICE OF APPEAL OF DENIAL OF CHARTER SCHOOL APPLICATION

Comes now the Appellee, the SCHOOL BOARD OF POLK COUNTY, FLORIDA (hereinafter "School Board" or "Board"), by and through its undersigned counsel, and files this brief in response to the *Notice of Appeal of Denial of Charter School Application for Our Children's Prep School, Inc.* ("Notice of Appeal") filed by Appellant/Applicant OUR CHILDREN'S PREP SCHOOL, INC., (hereinafter "Our Children's"). Nothing herein should be construed as a waiver of any substantive or procedural right or issue that may be raised pursuant to this appeal by the School Board. Respectfully, the State Board of Education should approve the School Board's decision to deny Our Children's charter school application for the reasons articulated in the School Board's denial letter, each of which constitutes statutory good cause for denial of the application. For purposes of economy and ease of use, this brief will not include exhibits which were included by the Appellant. References to exhibits included by the Appellant

will be referred to as "Appellant Exhibit ____." Additional exhibits attached to this brief will be referred to as "School Board Exhibit___."

I. STATEMENT OF FACTS AND PROCEDURAL HISTORY

The School Board of Polk County, Florida, has a long and successful history of sponsoring charter schools, with 25 currently operating and three new charter schools scheduled to open this year. Polk County's charter schools include some of the first in the state, including some of the first conversion charter schools. Approximately 13,000 students, about 14% of our total student population, attend charter schools in Polk County.

The process for submission and evaluation of charter school applications in Polk County is set forth in School Board Policy 9800, a copy of which is attached as School Board Exhibit 1.

The application deadline is 1 August of each year, and applications are required to be submitted using the Model Florida Charter School Application. An applicant interview is required. A committee reporting to the Superintendent of Schools reviews the applications; the Superintendent of Schools then prepares a recommendation to the School Board. Copies of the Review Committee's notes regarding each application are provided to the applicants, and there is provision for timely responses to the Review Committee's comments to be provided to School Board members for their consideration. Applications are considered final as of the date of submission, and the School Board does not consider amendments or changes brought after the deadline for submission, other than the correction of technical or nonsubstantial errors such as typographical or grammatical mistakes. School Board Exhibits 1, 6.

On 16 April 2015, the School Board held a new charter applicant orientation at its district offices. In accordance with the opportunity afforded by F.S. 1002.33(6)(b), on 1 May 2015 Our Children's submitted a draft of its application for advance review. The School Board's charter

review committee performed this task and provided a response on 25 June 2015 which identified a number of items deemed insufficient, including Exceptional Student Education, Governance, and Budget. Appellant Exhibit 2. Our Children's submitted its final application on 3 August 2015. Appellant Exhibit 3. At that time, the applicant interview was scheduled, and the charter school applicant timeline was provided to each applicant.

On 11 August, representatives of Our Children's appeared to present their application to the School Board at a work session meeting.

On 9 September 2015, Assistant Superintendent John Small and Director of Charter Schools Melissa Brady conducted the required applicant interview. Appellant Exhibit 7. The purpose of applicant interviews is primarily to allow applicants to clarify any ambiguities and answer questions concerning the content of the submitted application. There is no opportunity to amend an application after the deadline for submission, beyond the mandate of S. 1002.33(7)(b) to correct technical or nonsubstantive errors such as grammatical or typographical mistakes. School Board Exhibit 1.

The Charter Review Committee's comments regarding the Our Children's application were presented to the School Board at it 22 September 2015 work session. Appellant Exhibit 8. On 2 October, the Applicant sent an e-mail to Melissa Brady, in an effort to submit a corrected budget. School Board Exhibit 4. Our Children's application was presented to the School Board for consideration on 6 October 2015, at the regularly scheduled School Board meeting. Based on the Superintendent's recommendation, the School Board voted to deny the application.

Appellant Exhibit 9. Pursuant to the provisions of F.S. 1002.33(6)(b)(3), on 16 October 2015, the district provided in writing, by certified mail, the specific reasons, based upon good cause, supporting the denial, with copies to the chair of the founding board and the Department of

Education. Copies of this letter and its attachments are included at Appellant's Exhibit 1. The Applicant took appeal pursuant to F.S. 1002.33(6)(c). The district received notice of the appeal on 19 November 2015.

II. ISSUES PRESENTED ON APPEAL

The School Board's formal letter of denial identified the following reasons for denial, based upon good cause (Appellant Exhibit 1):

- 1. The application failed to adequately include an expense projection that includes full accounting of the costs of operation to ensure fiscal responsibility.
- 2. The application failed to provide an adequate financial plan for each year requested by the charter for operation of the school.
- 3. The application failed to provide a detailed curriculum plan that illustrates how students will be provided services to attain applicable standards, as well as failing to provide measurable goals and objectives for improving student learning and measuring that improvement.
- 4. The application did not meet statutory standards for approval with respect to its target population and student body (application provided conflicting information regarding the age groups of the students to be served); educational program design (application failed to provide a clear and coherent plan of the proposed education foundation, and failed to provide an educational program for elementary and middle school students other than to provide sample schedules); exceptional students (application failed to provide detailed and comprehensive plan for serving exceptional students, which was deemed a significant deficiency given that the school specifically proposes to serve students with disabilities); student recruitment and enrollment (parent contract provides for dismissal of students for reasons including inappropriate/disruptive

behavior of parents, family members, or students, in violation of F.S. 1000.05(b)); facilities (application failed to provide evidence of ability to lease a facility based upon application narrative and budget); and food service (application failed to provide a definitive explanation of the school's plan to provide food service).

While Appellant does not clearly articulate specific issues raised on appeal, a careful review of its brief suggests that Appellant raises essentially the following issues:

- 1. Whether the School Board had good cause based upon competent and substantial evidence to deny Our Children's application based on the school's target population (Appellant's Brief, page 10).
- 2. Whether the School Board had good cause based upon competent and substantial evidence to deny Our Children's application based on deficiencies in the school's educational program design (Appellant's Brief, page 11).
- 3. Whether the School Board had good cause based upon competent and substantial evidence to deny Our Children's application based on failure to provide a detailed and comprehensive plan for serving exceptional students (Appellant's Brief, pp. 11-12).
- 4. Whether the School Board had good cause based upon competent and substantial evidence to deny Our Children's application based on the school's organizational plan, which included a parent contract which provides for the dismissal of students without due process (Appellant's Brief, pp. 13-14).
- 5. Whether the School Board had good cause based upon competent and substantial evidence to deny Our Children's application based on the school's business plan, which includes facilities, food service, and financial planning (Appellant's Brief, pp. 14-19).

An overarching issue hinges on whether the Appellant had a right to change its application after the 3 August deadline for the submission of final applications, and, if so, what comprises "technical or nonsubstantive corrections and clarifications," as contemplated in S. 1002.33(6)(b) (Fla. Stat. 2014). By extension, this issue asks whether the School Board was required to consider various matters submitted after the application deadline (Appellant's Brief, page 11).

III. SUMMARY OF ARGUMENT

The School Board properly denied the Our Children's application for the reasons articulated in its denial letter, utilizing a process that complies with state law and school board policy. The reasons articulated by the School Board comprise good cause and are supported by competent and substantial evidence. Competent and substantial evidence of the absence in a charter application of elements required by law is best established by reviewing the application itself.

State law and School Board policy allow the School Board to consider only those applications submitted by the August 3 deadline, subject to the requirement to allow the school to make technical or nonsubstantive corrections and clarifications such as corrections of grammatical and typographical errors. The School Board is not required to consider amendments or changes submitted after the deadline, beyond technical or nonsubstantive mistakes. Substantive changes to the school's budget submitted after the application deadline were properly excluded from consideration in evaluating the application.

IV. LEGAL STANDARDS

School Board Policy 9800 sets forth under "Application Evaluation Process", section B, the following provision:

The Board shall evaluate all timely final applications as submitted. During the evaluation process, 1) applications cannot be amended and 2) missing documentation and unsolicited information will not be accepted or considered. However, as required by law, the Board shall allow the applicant, upon receipt of written notification, seven (7) calendar days to make technical or nonsubstantive corrections and clarifications, including, but not limited to corrections of grammatical, typographical, and like errors or to add missing signatures, if such errors are identified as cause to deny the final application.

Section C mandates that "(T)he Board shall deny any final application that does not comply with the statutory requirements and/or Board's instructions for charter school applications. School Board Exhibit 1.

Under Florida law, a district school board may deny a charter school application for "good cause." S. 1002.33(6)(c)3.a., Fla. Stat. (2014) Generally, "a denial based on good cause contemplates a *legally sufficient reason*" for school board action. <u>School Board of Osceola County v. UCP of Central Fla.</u>, 905 So. 2d 909, 914 (Fla. 5th DCA 2005).

DOE review of a charter school denial is "limited to the specific alleged errors of the school board as identified in the (applicant's) notice of appeal." Fla. Admin. Code R. 6A-6.0781(1)(c)(1997)(emphasis added). Typically, for each appellate issue or point raised by a charter school, CSAC and SBE analyze, relative to the statutory and rule-based charter school application requirements:

- (a) whether the school board's factual findings are sound (I.E., based on competent, substantial evidence); and
- (b) whether the school board's factual findings are legally sufficient grounds for denial (I.E., constitute statutory (good cause"). See, e.g., State of Fla., Dep't of Ed., Charter Sch.

 Appeal Comm'n Hrgs Transcript, Vol. 2, 169-72 (Feb 7, 2012).

A school board's finding of fact is sound if based on relevant evidence of record that a reasonable mind would accept as adequate to support the conclusion reached. <u>DeGroot v. Sheffield</u>, 95 So. 2d 912, 916 (Fla. 1957). A school board's finding is a legally sufficient reason for denial if it shows non-compliance with statutory application criteria, material deficiency in an area covered by the DOE's model application, or inability to meet the principles and purposes for charter schools articulated by state law. <u>See Imhotep-Nguzo Saba Charter Sch. V. Department of Ed.</u>, 947 So. 2d 1279, 1282-84 (Fla. 4th DCA 2007); <u>School Bd. Of Volusia County v. Academies of Excellence, Inc.</u>, 974 So. 2d 1186, 1191 (Fla. 5th DCA 2008); S. 1002.33(2), Fla. Stat. (2014).

V. ARGUMENT

BUDGET AND FINANCIAL PLAN

The School Board will first address deficiencies in the school's business plan, as these are the most significant and arguably the most important bases for denial. Anecdotally, budget-related deficiencies appear to be the most frequently upheld bases for denial of charter applications or termination of charter contracts.

Florida Statute 1002.33(6)(a)5 requires charter applications to include an annual financial plan for each year requested by the charter for operation of the school for up to 5 years, which must contain anticipated fund balances based on revenue projections, a spending plan based on projected revenues and expenses, and a description of controls that will safeguard finances and projected enrollment trends. Deficiencies of these sorts are statutory and comprise good cause for denial of a charter application.

A sound financial plan is one of the most essential elements of a successful charter application. Regardless of how successful a proposed charter school may be, if the budget

cannot support the innovations proposed in the school's educational program, the school simply is not viable. This charter application included a budget that, based on the errors found in revenue calculations and the submitted expenses in the proposed budget, results in Our Children's Prep School not being able to operate as a financially viable organization. The budget includes projected losses of over \$250,000 for each of the five years submitted, if gifts/grants/bequests funding is not considered. Even giving the school the benefit of the doubt and assuming 100% funding of the budgeted gifts/grants/bequests, the projected losses would be at a minimum of \$140,000 per year and would reach a total negative balance of \$882,450 over the five-year period.

Our Children's application fails to meet the requirements of S. 1002.33(6)(a)(5) in several respects. Specifically:

- --Failure to budget costs associated with the school's food service program
- --Failure to align the startup narrative with the startup expenditures and revenues with respect to sources of funding and relying upon gifts/grants/bequests and capital outlay funding for which the school would only be eligible, if at all, after year four.
 - --Failure to address shortage in revenue in each of the five years of the proposed budget.
- --Failure to provide evidence of ability to lease an appropriate facility based on the provided narrative and budget.

Our Children's asserts that the School Board somehow "waived" compliance with budgetary requirements and expectations because of its responses to the school's draft charter application in June 2015. Appellant's Brief, page 19. However, the budgeting error in the final charter application submitted in August (including the FEFP Categorical line items of Instructional Materials, Lottery Funds, and Transportation, which were also included in the

FEFP line item), was not calculated incorrectly in the May preliminary budget submitted for advance review by the district. School Board Exhibit 2.

Fiscal Year:	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21
Instructional Materials	12,675	15,000	25,954	27,190	27,190
Lottery	1,290	300	238	286	1,000
Transportation	359,250	370,746	386,370	400,680	400,680
g Al-College Deliver in the control of the college	373,215	386,046	412,562	428,156	428,870

It is both specious and disingenuous to argue that the School Board waived review of inadequacies in the final budget because it performed a preliminary review of a draft budget which did not contain those inadequacies. There was absolutely no possibility for school district staff to provide feedback on an error that was submitted in the final budget, but which was not presented in the May draft. Furthermore, the budget changed substantially in many other ways from the May draft to the final budget submitted with the application in August. For instance, capital outlay costs doubled from the May draft in the August final budget submission. School Board Exhibit 3.

On appeal, Our Children's asserts that it is "permitted by law to correct these mistakes," and that "correction of these errors did not constitute a substantive change to the budget or the program proposed in the Charter Application." Appellant's Brief, pages 18-19. For ease of reference, a copy of the budget submitted with the Charter Application is attached as School Board Exhibit 3, and a copy of the replacement budget submitted after the application deadline is attached as School Board Exhibit 4. Copy of the late and extensively revised replacement budget, highlighted to show the changes between it and the 3 August budget, is also included as School Board Exhibit 5. It is interesting to note that while the revised budget submitted 2 October purported to highlight changes (and did, in fact, highlight 100 different changes which

the Applicant printed in blue), a close review of the revised budget revealed 41 *additional* changes which were *not* highlighted, for a total of 141 changes. The 41 additional changes which were not identified by the Applicant were captured by the School Board, and have been highlighted in yellow in School Board Exhibit 5.

A comparison of the two is illuminating. Laying the budget submitted with the Application on 3 August next to the new, improved and revised budget submitted by Our Children's in October, well after the application deadline, you will note changes to 141 different budget cells resulting in net changes of over \$3.3 million over the five years of the budget. In no universe can it be credibly suggested that 141 changes totaling over \$3.3 million dollars is "technical or nonsubstantial." In no rational plane can it be reasonably argued that such changes equate to grammatical or typographical corrections. It defies credulity to suggest that the School Board should be required to review such changes after the deadline for the submission of charter school applications, never mind accept them. Further, it is remarkable to note that even the fully revised late submission continued to include revenue items that are disallowed, such as meals and special events. Equally notable are items that did not change in the late submission, such as the \$7,915,104 that Our Children's Prep School proposes to pay to Our Children's Rehab Center, the private company operated by Ms. Comkowycz, the CEO of Our Children's Prep School, Inc. As a point of interest, the Charter Review Committee raised as a concern the weakness of the internal control plan, how the organization would ensure internal controls over the contracted bookkeeper, and the lack of any description for cash controls, purchasing controls, check stock control, etc. Appellant's Exhibit 6, page 30. The Applicant's response:

We disagree with the staff's conclusions, but agree that further information would be helpful. Understand that the "back office" of the school is not on campus, but rather housed inside the offices of our main therapy contractor, Our Children's Therapy Center, at 150 Avenue B SE, Winter Haven. This is

where the accounting, purchasing, payroll and record keeping for the school would occur.

Appellant's Exhibit 6, page 30.

Further, the Appellant revealed in the October response, after the August deadline, that "the bookkeeper employed by OCRC would be 'shared' by that organization and the school," and that "OCRC would receive reimbursement from the school for a portion of the employee cost, including salary, taxes and benefits." While it is not unusual for a bookkeeper to maintain multiple accounts from various sources, in this case expenditures could often be viewed as competing interests between the school and Our Children's Therapy Center. This does not promote confidence in the fiscal oversight of the school, particularly given that everyone involved in the financial dealings of the school is housed a) outside the school and b) inside Ms. Comkowycz's company.

Two points: First, this "further information" was submitted in October, two months after the deadline for submission of applications and time after which the School Board would not accept or consider any non-technical, substantive changes. Second, and more critically, is that there is a remarkable lack of fiscal oversight and arms-length relationship as between the two organizations, with concomitant danger of commingling of funds between two organizations, one of which is subject to Government in the Sunshine and all applicable public records laws, with the other exempt from any such requirements. Rather than addressing the weaknesses in financial management and oversight, this newly (and late) submitted information raises a host of concerns about potential fiscal and ethical concerns. These concerns could have been addressed as part of the draft review process, or through the applicant interview and charter committee review process, had they been timely disclosed when the application was submitted. Once again,

it cannot be credibly suggested that this information comprises a "technical or nonsubstantial change."

Our Children's submitted responses to the Charter Review Committee's comments vis-à-vis the budget, which are found in Appellant Exhibit 6 at page 27. Notably, the school agreed with the district in connection with a number of deficiencies. The school agreed that it was inappropriate to include capital outlay in revenue assumptions, but argued that it was immaterial. Respectfully, regardless of the amount, including capital outlay that would not be available for three years does not promote confidence in the school's budget.

Fiscal Year:	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21
Overstated Revenue:	373,215	386,046	412,562	428,156	428,870
Capital Outlay	57,028	62,000	102,943	- · · · ·	-
Total Overstatement of Original Budget	430,243	448,046	515,505	428,156	428,870
Total Revenue Original Budget	5,919,781	6,133,363	6,484,750	6,858,546	6,884,914
% of original budget overstated	7.27%	7.31%	7.95%	6.24%	6.23%

Due to the overestimation of revenue, the school is not financially viable, as revenues are not sufficient to cover expenses:

Corrected Revenue of Orginal Budge	<u> </u>	5,489,538	5,685,317	5,969,245	6,430,390	6,456,044
Total Expenses Original Budget	The second secon	5,919,781	6,093,636	6,460,750	6,824,914	6,824,914
Ending Balance/(Shortfall)		(430,243)	(408,319)	(491,505)	(394,524)	(368,870)

The School Board identified budgeted items for meals and special events, which are not allowable expenses for public funds. The response from Our Children's: The dollar amount (\$8,000) is an immaterial amount. Appellant Exhibit 6, page 27. Respectfully, regardless of the amount, including funds for meals and special events, which are unallowable in any amount, does not promote confidence in the school's budget. Further, even after this deficiency was identified to the school, it continued to appear in the late, revised budget submitted 2 October 2015. School Board Exhibit 4, Account Numbers 71000390 and 73000390.

The School Board identified food services as a category in which budgeted funds were grossly understated, without details as to how the food services budget was calculated. The first year expense totaled \$23,500. At 305 students, this equates to \$0.43 cost per day/per student. The school's response was that the true cost per student is less than \$0.43 per day/per student. Appellant Exhibit 6, pages 27-28. By contrast, the district, which has enormous bulk buying power through economies of scale, bases reimbursement on \$3.15 per student per lunch and \$1.69 per student per breakfast. Respectfully, the suggestion that the student body targeted by Our Children's could be provided appropriate food services for \$0.43 per student/per day does not promote confidence in the school's budget.

The School Board expressed its concern that there is a large startup expense for furniture, fixtures and equipment, which the school planned to fund via a "pledge," with no corroboration. After the deadline for applications had passed, the school asserted that one of its directors would be funding that "pledge." Appellant Exhibit 6, page 28. As this is a significant expense, it certainly should have been included in the original budget document. To the extent it is not "technical or nonsubstantial," it would have to have been included in the original budget document, in order to be considered by the School Board.

The School Board noted the absence of the required balance sheet. The school's response: "It was an oversight on our part to omit the balance sheet." Appellant Exhibit 6, page 28. Respectfully, the omission of such a critical budget document in a final charter school application brings into question the competency and experience of the applicant and does not promote confidence in the school's budget. Further, to the extent that the late submission of this document did not comprise a "technical or nonsubstantial" change, it would have to have been included in the original budget document in order to be considered by the School Board.

Critically, the School Board noted that the Applicant did not provide correct revenue figures in the proposed budgets, with the result that the application failed to demonstrate financial solvency to operate the proposed school. The school's response: "We have indeed made a mistake in the revenue section....Unfortunately, the template I sent to the applicant had the formulas altered for whatever reason... We agree with staff that instructional material, lottery and transportation dollars are already included in total FEFP totals, and this is true for every year presented in." Appellant Exhibit 6, page 29. The school further agreed that the final budget was missing a page presenting the total FEFP calculation, said that the failure had left them "deeply embarrassed," and asked that the School Board "set aside our blunder in revenue." While the Applicant maintains that these errors were "immaterial," by any rational test, both individually and collectively, it is impossible to classify them as anything other than substantive. Under Florida law and School Board policy, the School Board is entitled to evaluate the application as it was submitted, subject to only "technical or nonsubstantive corrections and clarifications, including, but not limited to, corrections of grammatical, typographical, and like errors or missing signatures, if such errors are identified by the sponsor as cause to deny the final application." S. 1002.33(6)(b) (Fla. Stat. 2014); School Board Policy 9800.

To highlight the impact of these discrepancies in the overall budget of the school, a review of each year of the five-year budget reveals shortfalls ranging from \$368,870 to \$491,505—and that is assuming that the line item for Gifts/Grants/Bequests is met at 100%. For the record, even though information about gifts, grants, and bequests is requested, it is not appropriate to use it to determine the financial viability of the school or to include it in the school's revenue projections.

Ending Balance/(Shortfall)	(430,243)	(408,319)	(491,505)	(394,524)	(368,870)
Remove Gifts/Grants/Bequests	75,000	80,000	95,000	110,000	125,000
(New shortfall by not counting gifts, etc)	(505,243)	(488,319)	(586,505)	(504,524)	(493,870)

Because this deficiency is statutory and comprises good cause for denial of a charter application, the Charter School Appeal Commission and the State Board of Education should uphold the School Board's decision and deny this appeal.

TARGET POPULATION

The School Board had good cause based upon competent and substantial evidence to deny Our Children's application based on the school's target population, as reflected in Section 2 of the Application. The application lacks necessary detail for students beginning at twelve months of age and continuing through the traditional pre-K age of five. The application does not differentiate in sufficient detail between the various pre-K age groups of 12 months through two years, eleven months, and three- to five-year-olds. While there is a course code number that serves all of these students, it is necessary to differentiate programming, curriculum, and other services, particularly given the adult-to-student supervision ratios required by law. The best evidence of this lack of specificity and detail is the Application itself, attached as Appellant Exhibit 3.

EDUCATIONAL PLAN DESIGN

The School Board had good cause based upon competent and substantial evidence to deny Our Children's application based on deficiencies in the school's educational plan design.

While the Applicant provides examples of a wide variety of supplemental materials, the Application lacks a clear and coherent framework for teaching and learning. While a great deal of information is provided, the lack of an adequate framework does not allow the district to determine how services will be provided to allow students to attain state standards. The volume

of material is perhaps impressive; its cohesiveness and relevance is not. The best evidence of this lack of cohesiveness and structural framework for teaching and learning is the Application itself, attached as Appellant Exhibit 3.

EXCEPTIONAL STUDENTS

The School Board had good cause based upon competent and substantial evidence to deny Our Children's application based on its failure to propose a detailed and comprehensive plan for serving exceptional students.

While the proposed school is designed to serve students with disabilities, the exceptional student education ("ESE") section fails to demonstrate and understanding of the requirements of the school to provide a concrete plan for meeting the broad spectrum of educational needs and providing all students a quality education within this section. The Florida Department of Education Evaluation Template requires a response that meets the standards to present a clear description of the levels of service the school will provide and how the school will ensure that students with disabilities will have an equal opportunity of being selected for enrollment, an understanding and commitment to collaborating with the sponsor to ensure placement decisions will be made based on the student's unique needs, an appropriate plane for evaluating the school's effectiveness, and a realistic enrollment projection and staffing plan. While the Appellant argues that this information is spread throughout the application, the FDOE evaluation rubric requires that it be comprehensively addressed in this section. For instance, a simple "Detail plan in Section 5: School Improvement Plan" (Appellant Exhibit 3, p. 109), does not suffice to allow the district to perform an adequate evaluation.

ORGANIZATIONAL PLAN

The School Board had good cause based upon competent and substantial evidence to deny our Children's application based on the school's organizational plan.

The application provides a Parent Contract, which includes provisions for dismissing a student in violation of S. 1000.05(b), Florida Statutes (2014). The Parent Contract contains the following language:

"If I fail to support the mission, philosophy, and/or policies of the school to the degree that I, family members, or my child's behavior (sic) becomes disruptive, violent, cursing and/or abusive, and no improvement occurs during probationary trials, I agree to withdraw my child, or expect that my child will be involuntarily removed. Removed means your child will no longer be enrolled at OCPS." Appellant Exhibit 3, p. 211.

There is no provision in law or policy that allows for a student to be dismissed or expelled without due process of law. Further, there is no provision in law or policy that allows for a student to be dismissed or expelled on the basis of conduct by other than the student.

The best evidence in support of this reason for denial is the Parent Contract submitted by Our Children's and incorporated in the record as Appellant's Exhibit 3, page 211. While the Appellant argues that the parent contract was merely a "draft," the application was finite as of the time it was submitted, as was clearly communicated to the Appellant by the School Board from the outset. And while both the application and the appeal are replete with references to the competence and experience of Our Children's management team, this is not reflected in a contractual term that provides for the dismissal of students without due process or for the misconduct of persons other than the student.

As a matter of housekeeping, it should be noted that while the Appellant argues that charter schools are exempt from school board policies, such arguments are misplaced in this context. Applicants who wish to open charter schools are *not*, in fact, charter schools, and applications submitted by such applicants are properly reviewed by local district school boards in

accordance with law and duly adopted school board policies. This process is a creature of law and regulation, and it cannot be credibly suggested that local district school boards should not review charter applications in accordance with law and school board policy.

CONCLUSION

The School Board's decision in this matter was based on the professional analysis of its staff, and the School Board's findings show non-compliance with statutory application criteria; the School Board's findings are supported by competent, substantial evidence, and form good cause to deny. See State of Fla, Dep't of Ed., Charter Sch. Appeal Comm'n Hrgs. Transcript, Vol. 2, 201-204, 275-78 (Feb. 7, 2012).

Florida law allows and School Board policy mandates that timely charter school applications may not be amended after the deadline for the submission of applications, and that missing documentation and unsolicited information will not be accepted or considered, except for technical or nonsubstantive corrections and clarifications such as grammatical, typographical, and like errors. The errors sought to be corrected by Our Children's in October, two months after the deadline for the submission of applications, are substantive and significant, and in fact reflect fundamental changes in the content and substance of the school's budget.

Any one of the deficiencies discussed herein, each one of which is based on competent, substantial evidence of record, constitutes good cause to support the School Board's decision below to deny Our Children's a charter under S. 1002.33 (Fla. 2014). Accordingly, the School Board's denial should be *accepted and upheld*, and Our Children's Prep School's appeal should be dismissed.

Respectfully submitted this 18th day of December, 2015.

C. Wesley Bridges II

General Counsel

The School Board of Polk County, Florida

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing and all its attachments has been furnished this 18th day of December, 2015, by overnight delivery, to Melissa Gross-Arnold, Esquire, The Arnold Law Firm, 6279 Dupont Station Court, Jacksonville, Florida 32217.

C. Wesley Bridges I

General Counsel

The School Board of Polk County, Florida

STATE BOARD OF EDUCATION FLORIDA DEPARTMENT OF EDUCATION CHARTER SCHOOL APPEAL COMMISSION

OUR CHILDREN'S PREP SCHOOL, INC.

Applicant/Appellant,

V.	CASE NO.:
SCHOOL BOARD OF POLK COUNTY, FLORIDA,	
School Board/Appellee	
TABLE	OF EXHIBITS
1. School Board Policy 9800	

- 2. Draft budget submitted by Our Children's Prep School, Inc., May 2015, for preliminary review in accordance with F.S. 1002.33(6)(b)
- 3. Final budget submitted by Our Children's Prep School, Inc., 3 August 2015
- 4. Revised budget submitted by Our Children's Prep School, Inc., October 2015
- 5. Highlighted copy of revised budget submitted by Our Children's Prep School, Inc., October 2015, reflecting substantive changes between final budget and revised budget
- 6. Letter dated 16 April 2015 from Melissa Brady to charter applicants, instructing applicants that the application deadline was 3 August 2015 and that no additional submittals to address deficiencies will be considered as part of the review process

Exhibit 1

The School Board of Polk County Bylaws & Policies

Unless a specific policy has been amended and the date the policy was revised is noted at the bottom of that policy, the bylaws and policies of The School Board of Polk County were adopted on November 12, 2013 and were in effect beginning November 12, 2013.

9800 - CHARTER SCHOOLS

F.S. 1002.33 gives the School Board oversight responsibility for all charter schools situated within Polk County. The Board designates the Superintendent to receive and review all charter applications. The Superintendent shall recommend to the Board the approval or denial of each charter application and charter contract. The Board shall have final authority, by majority vote, to approve or deny any application and charter contract.

Approved charter schools are public schools and shall receive goods and services from the Board as required by law and/or specified through a contract with the Board.

If approved, the initial charter shall be for a term of four (4) or five (5) years. The Board may renew charters under the conditions and for terms as set forth in State law.

In addition, a charter school that satisfied the requirements set forth in State law for designation as a high-performing charter school may receive a modification of its term to fifteen (15) years or a fifteen year (15-year) charter renewal. The charter may be modified or renewed for a shorter term at the option of the high-performing charter school.

The Board shall enter into a charter with a charter operator and the focus is on three (3) areas of charter school operation: academic accountability, fiscal management, and governance. The Board, as sponsor, shall perform the duties provided in F.S. 1002.345.

Student academic achievement for all students is the most important factor when determining whether to renew or terminate a charter. Additionally, the Board has the right to non-renew or terminate any charter if the charter school:

- A. fails to participate in the State's education accountability system created in F.S. 1008.31, or fails to meet the requirement for student performance as specified in the charter;
- B. fails to meet generally accepted standards of fiscal management;
- C. violates the law;
- D. materially breaches the charter, as described in State law; and/or

E. for other good cause shown.

Application Procedure

Potential applicants should send letters notifying the Board of their intent to submit an application to open a public charter school not later than July 1st. Such correspondence should be directed to the Office of Charter Schools. Failing to send the letter of intent will in no way negatively impact the application. Potential applicants are encouraged to participate in the District-sponsored orientation program prior to filling their application.

A. Draft Charter School Applications

Applicants may submit a draft charter school application on or before May 1st with an application fee of \$500.00. If a draft application is submitted by May 1st, the Board will review and provide feedback as to material deficiencies in the application by July 1st. The applicant shall then have until August 1st to resubmit a review and final application. The Board may approve the draft application.

B. Final Charter School Application

Final applications for a public charter school that are to be opened at the beginning of the District's next school year, or to be opened at a time agreed to by the applicant and the District, will be accepted no earlier than the first workday in June and no later than 5:00 p.m. on the submission deadline of August 1st. If the submission deadline falls on a non-business day, the deadline shall be postponed to 5:00 p.m. on the next business day. Applications may be mailed or hand delivered but receipt by the Board must be on or before the deadline.

The following pertains to the submission of a final application:

- An individual, teachers, parents, a group of individuals, a municipality, or a legal entity organized under the laws of this State anticipating submission of an application are urged to contact the District's Office of Charter Schools for an application packet prior to the application deadline. Applicants who are planning to submit a proposal by the August 1st deadline should send a letter of intent to the Office of Charter Schools on or before the first working day in July.
- The Board and/or any of its designees shall not take unlawful reprisal against another Board employee because that employee is either directly or indirectly involved with a charter school application.
- 3. Applicants must submit an application on the FLDOE's Model Florida Charter School Application template and forms. A single application is required for each site with any grade configuration

within Pre-K through grade eight. A separate application must be submitted for any grade configuration within grades nine through twelve and/or post secondary grade configurations.

- 4. The Board shall not charge any fees for processing or consideration of a final charter school application. The Board's approval of a charter shall not be predicated on the promise of any future pay of any kind.
- 5. The applicant and Board may mutually agree, in writing, to extend the statutory timeline to consider the charter application. Such agreement shall detail the extension date or timeframe.
- 6. Charter schools shall not use or bear the name of an existing traditional public, charter, or private/parochial school in Polk County.

Applications shall be submitted to:

The Office of Charter Schools The School Board of Polk County 1915 S. Floral Avenue Bartow, Florida 33830

The Board shall review all applications using an evaluation instrument developed by the FLDOE.

Application Contents

A State Application Form

Applications must be submitted using the Model Charter School Application form developed and distributed by the FLDOE.

B Statement of Assurances

Applicants are required to sign under the penalties of perjury the Statement of Assurances form contained within the Model Charter School Application developed and distributed by the FLDOE, thereby attesting to the following:

- 1. The charter school will be nonsectarian in its programs, admission policies, employment practices, and operations.
- 2. The charter school 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.

- 3. The charter school will adhere to the antidiscrimination provisions of F.S. 1000.05.
- 4. The charter school will adhere to all applicable provisions 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.
- 5. The charter school 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.
- 6. The charter school will participate in the Statewide assessment program created under F.S. 1008.22.
- 7. The charter school will comply with Florida statutes relating to public records and public meetings, including F.S. Chapter 119 and F.S. 286.011 which are applicable to applicants even prior to being granted a charter.
- 8. The charter school will obtain and keep current all necessary permits, licenses, and certifications related to fire, health, and safety within the building and on school property.
- 9. The charter school will provide for an annual financial audit in accordance with F.S. 218.39.

C. Proposed Contracts for Services

Applicants anticipating a request for District services (i.e., transportation, payroll services, use of facilities, etc.) must include a proposed contract for **each** service desired.

Application Evaluation Process

- A. The District shall receive and review all final applications using an evaluation instrument developed by the FLDOE.
- B. The Board shall evaluate all timely final applications as submitted.
 During the evaluation process, 1) applications cannot be amended and
 2) missing documentation and unsolicited information will not be accepted or considered. However, as required by law, the Board shall

allow the applicant, upon receipt of written notification, seven (7) calendar days to make technical or nonsubstantive corrections and clarifications, including, but not limited to corrections of grammatical, typographical, and like errors or to add missing signatures, if such errors are identified as cause to deny the final application.

C. The Board shall deny any final application that does not comply with the statutory requirements and/or Board's instructions for charter school applications.

D. Additional Information

- 1. The Board may solicit information regarding 1) history and background of individual applicants and/or founding/governing boards and its individual members including, but not limited to, a demonstration of the professional experience or competence of those individuals or organizations applying to operate the charter school or those hired or retained to perform professional services; and 2) the description of clearly delineated responsibilities and the policies and practices needed to effectively manage the charter school. A description of internal audit procedures and establishment of controls to ensure that the financial resources are properly managed must be included. This information may be used to evaluate the applicant's ability to operate a charter school.
- 2. The Board may solicit additional information during the review and evaluation of the final charter school application such as whether the applicant currently operates charter schools in Florida and if the proposed school will be a replication of an existing school design. This information may be used to evaluate the applicant's ability to operate a charter school.
- 3. The applicant may provide evidence of prior experience in establishing and operating public charter schools. Evidence of prior experience and success in establishing and operating charter schools shall be weighed in making a determination to recommend approval or denial of a final application.
- 4. The charter review committee may raise specific questions in its review process that clarify a particular point in the final application. These specific questions and answers will be considered as part of the superintendent's review and decision making process. If the charter review committee identifies sections of the final application that are missing, inaccurate or incomplete, additional submittals to address these deficiencies will not be considered as part of the review process.

E. Charter Review Committee (CRC)

The purpose of this committee is to identify deficiencies in the written final application and/or areas that require clarification to fully evaluate the quality of the final application or the capacity of the group to properly implement the proposed plan.

The CRC shall be comprised of members of the Superintendent's executive staff or their appropriate designees, school principals and

- other administrators from the following areas of expertise: 1. School Based Operations; 2. Teaching and Learning;

K-12 Reading;

K-12 Math;

Charter Schools (chair);

3.

4.

5.

- 6. K-12 Science:
- 7. Facilities;
- 8. **Business Services**;
- 9. Human Resource Services;
- 10. Learning Support;
- 11. Information Systems and Technology;
- 12. Support Services;
- 13. Assessment, Accountability and Evaluation;
- 14. English Speakers of Other Languages;
- 15. Regional Assistant Superintendent Representative;
- 16. General Counsel (non-voting);
- 17. Specialized Services;

- 18. Diversity Management;
- 19. Existing Charter School Principal/Director; and
- Up to three (3) community members to be appointed by the Board.

A majority of the entire membership constitutes a quorum for voting purposes.

Applicants shall be notified and given the opportunity to attend an applicant interview. The applicant will be encouraged to have at least one (1) governing board member present. The CRC may, at its sole discretion, evaluate the application without any additional input from the applicant if at least one (1) governing board member of the charter school is not available for the applicant interview.

By majority vote, the CRC shall make a recommendation to the Superintendent to approve or deny each application.

All final applications will be submitted to the Board by the Superintendent with a recommendation for approval or denial no later than sixty (60) calendar days after the final application is received, unless the applicant and the Board mutually agree, in writing, to postpone the vote to a specific date, at which time the Board shall approve or deny the final application.

An application submitted by a high-performing charter school that has satisfied the requirements set forth in State law for such designation may be denied by the Board only if the Superintendent demonstrates by clear and convincing evidence that the application failed to meet one (1) or more of the criteria set forth in F.S. 1002.33(6)(b)(3)(b):

- 1. The application does not materially comply with the requirements set forth in F.S. 1002.33(3)(a).
- 2. The charter school proposed in the application does not materially comply with the requirements in F.S. 1002.33(9).
- 3. The proposed charter school's educational program does not substantially replicate that of the applicant's high-performing charter school.
- 4. The applicant has made a material misrepresentation or false statement or concealed an essential or material fact during the application process.

5. The proposed charter school's educational program and financial management practices do not materially comply with the requirements of F.S. 1002.33.

If the Board denies an application submitted by a high-performing charter school, the specific reasons, based upon the criteria set forth in F.S. 1002.33(3)(b), for the denial shall be provided in writing to the applicant and the FLDOE within ten (10) calendar days after such denial.

Appeal of a Decision to Deny a Final Application

Pursuant to State law, an applicant may, no later thirty (30) calendar days after receiving the Board's final order denying a final application or upon the Board's failure to act on a final application, appeal the Board's decision to the State Board of Education. The applicant shall notify the Board of the appeal.

Such appeals shall be conducted in accordance with F.S. 1002.33(6) and applicable State Board rules.

In accordance with State Board rule, the State Board of Education shall by majority vote accept or reject the decision of the Board no later than ninety (90) calendar days after the appeal is filed. The State Board of Education shall remand the application to the Board with its written decision that the Board approve or deny the application. The 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.

If the Board denies an application submitted by a high-performing charter school, the Board shall, within ten (10) calendar days after such denial, state in writing the specific reasons, based upon the criteria of F.S. 1002.33 supporting its denial of the application and must provide the letter of denial and supporting documentation to the applicant and to the Department. The applicant may appeal the Board's denial of the application directly to the State Board of Education pursuant to F.S. 1002.33.

Renewal Procedure

Documents for renewing charter contracts will be accepted no later than 5:00 p.m. on the first working day in November of the last year of the charter.

The following pertains to the submission of a renewal document:

- A. The governing body of the charter school shall submit a completed copy of the Department of Education's Charter Renewal format to the Board.
- B. The renewal format will be made available to the charter school on or before the last working day in July of the final year of the charter.
- C. A renewal charter's focus should rest on demonstrated, documented performance.

D. The applicant and Board may mutually agree, in writing, to extend the deadline to submit a renewal document. Such agreement shall detail the extension date or timeframe.

Appeal of a Proposed Termination or Nonrenewal of a Charter

At least ninety (90) days prior to renewing or terminating a charter, the Board shall notify the charter school's governing board in writing of its proposed action. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the charter school's governing board may, within fourteen (14) calendar days after receiving the notice, request a hearing. The hearing shall be conducted at the Board's election in accordance with one of the following procedures:

- A. A direct hearing conducted by the Board within sixty (60) days after the request for a hearing. The hearing shall be conducted in accordance with F.S. 120.569 and 120.57. The Board shall decide the matter by majority vote. The outcome of the Board's vote shall be issued as a final order, and recorded as such.
- B. A hearing conducted by an administrative law judge assigned by the Florida Division of Administrative Hearings. The hearing shall be conducted within sixty (60) days after receipt of the request for a hearing and in accordance with F.S. Chapter 120. The administrative law judge's recommended order shall be submitted to the Board. A majority vote by the Board shall be required to adopt or modify the administrative law judge's recommended order. The outcome of the Board's vote shall be issued as a final order, and recorded as such.

The final order shall state the specific reasons for the Board's action and shall be provided to the charter school's governing board and the FLDOE no later than ten (10) calendar days after it is issued. The charter school's governing board may, within thirty (30) calendar days after receiving the Board's final order, appeal the decision pursuant to F.S. 120.68.

A charter may be terminated immediately if the Board sets forth in writing the particular facts and circumstances indicating that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists. The Board's determination is subject to the procedures set forth in F.S. 1002.33(8)(b) and (c), except that the hearing may take place after the charter has been terminated. The Board shall notify in writing the charter school's governing board, the charter school principal, and FLDOE if a charter is terminated immediately. The Board shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination when appropriate. Upon receiving written notice from the board, the charter school's governing board has ten (10) calendar days to request a hearing. A requested hearing must be expedited and the final order must be issued within sixty (60) days after the date of request. The Board shall assume operation of the charter school throughout the pendency of the hearing unless the continued operation of the charter school would material threaten the health, safety, or welfare of the students.

Charter School Obligations Upon Initial Notification of Nonrenewal, Closure, or Termination of a Charter

Upon initial notification of nonrenewal, closure, or termination of its charter, a charter school may not expend more than \$10,000 per expenditure without prior written approval from the District unless such expenditure was included within the annual budget submitted to the District pursuant to the charter contract, is for reasonable attorney fees and costs during the pendency of any appeal, or is for reasonable fees and costs to conduct an independent audit.

An independent audit shall be completed within thirty (30) days after notice of nonrenewal, closure, or termination to account for all public funds and assets.

A provision in a charter contract that contains an acceleration clause requiring the expenditure of funds based upon closure or upon notification of nonrenewal or termination is void and unenforceable.

A charter school may not enter into a contract with an employee that exceeds the term of the school's charter contract with the District.

A violation of this section triggers a reversion or clawback power by the District allowing for collection of an amount equal to or less than the accelerated amount that exceeds normal expenditures. The reversion or clawback plus legal fees and costs shall be levied against the person or entity receiving the accelerated amount.

Charter Contract and Contract Negotiation Process

A standard charter contract shall be consistent with this policy and approved by the Contract Review Committee to be used as the basis for all charters approved under this policy. All contracts and contract amendments, as approved by the Contract Committee (CC), must be presented to the Board for approval. The charter contract must contain all information set forth in the Florida Model Charter Contract Format (Form IEPC-M3) prescribed by the FLDOE.

A. Initial Charter Contract

- 1. Initial contract shall be for a term of four (4) or five (5) years unless a longer term is specifically required by law.
- 2. Before a recommendation regarding whether or not the Board should approve an initial contract, evidence of the following shall be provided:
 - a. Evidence of a proper legal structure (e.g., articles of incorporation, bylaws, municipal charter). The applicant shall be a not for profit organized pursuant to F.S. Chapter 617.
 - b. Except for virtual charter schools, actual location and evidence that a facility has been secured for the term of the charter, or a deadline for submitting evidence that a facility has been secured. Evidence should include, but is not limited to:
 - letter of intent from the landlord or mortgagee indicating property usage and term of occupancy;
 - 2) executed lease or certification of occupancy, and/or
 - 3) use or occupational license indicating proper use.

All facilities must meet the requirements set forth in F.S. 1002.33.

B. Charter Contract Negotiations

The Board shall have thirty (30) days to provide an initial proposed charter contract to the charter school. The applicant and the Board shall have forty (40) days thereafter to negotiate and notice the charter contract for final approval by the Board unless both parties agree to an extension. The proposed charter contract shall be provided to the charter school at least seven (7) calendar days prior to the date of the meeting at which the charter is scheduled to be voted upon by the Board. The Department of Education shall provide mediation services for any dispute regarding this section subsequent to the approval of a charter application and for any dispute relating to the approved charter, except disputes regarding charter school application denials. If the Commission of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Florida Division of Administrative Hearings. The administrative law judge has final order authority to rule on issues of equitable treatment of the charter school as a public school, whether proposed provisions of the charter violate the intended flexibility granted charter schools by statute, or on any other matter regarding this section except a charter school application denial, a charter termination, or a charter nonrenewal and shall award the prevailing party reasonable attorney's fees and costs incurred to be paid by the losing party. The costs of the administrative hearing shall be paid by the party against whom the administrative law judge rules.

C. Request to Extend Negotiations/School Opening

- The applicant and Board may mutually agree to extend the statutory timeline to negotiate and consider approval of the charter contract for a period not to exceed one (1) year from the approved opening date in the charter school application. Requests shall be submitted, in writing, to the Office of Charter Schools by an authorized agent of the charter school, detailing the reason for the requested extension.
- In the event that the statutory timeline to negotiate and enter into a charter contract is extended, the applicant shall update its charter school application prior to resuming negotiations with regard to: (1) updated budget; and (2) applicable application revisions necessitated by the delay.
- 3. The application shall be automatically rescinded, without further action by the Board, if the applicant does not enter into contract negotiations or open the school within: (1) the timeframe specified by law, or (2) the date of extension which has been mutually agreed upon in writing by both parties.

- 4. Unless extended pursuant to this policy, an approved applicant shall open its charter school at the beginning of the Board's next school year following the approval of the charter school application. At the written request of the applicant and at the Board's sole discretion, the Board may allow an applicant with an approved charter school application to defer the opening of its charter school for one (1) school year following the opening date specified in the approval of its charter school application. In the event that the opening of the approved applicant's charter school is deferred, the applicant shall update its charter school application prior to the opening of the charter school with regard to: (1) updated budget; and (2) applicable application revisions.
- 5. An approved contract shall be automatically revoked, without further action by the Board, if the applicant does not open the school:
 - a. on the first day of school of the initial school year indicated in the contract; or
 - b. on the first day of the school year indicated in the approved deferral.

D. Charter Contract Amendments/Modifications

- 1. A charter may be modified during its initial term or any renewal term upon the recommendation of the Board or the charter school's governing board and the approval of both parties to the agreement. All modifications must be mutual and in writing. Unilateral modification made by the charter school is grounds for termination or non-renewal. Modification may include, but is not limited to, consolidation of multiple charters into a single charter if the charters are operated under the same governing board and physically located on the same campus, regardless of the renewal cycle.
- 2. All contract amendment requests shall be submitted in writing to the Office of Charter Schools by an authorized agent of the charter school. Additional information or documentation may be requested for consideration of any amendment requests.
- 3. The charter school shall provide evidence of governing board approval for all proposed amendments (e.g., governing board resolution, governing board meeting minutes).
- 4. Requirements for Amendment Requests
 - a. Education Program Amendments

Significant changes in the curriculum or changes in grade levels constitute a change in the educational program and shall require an amendment that is mutually acceptable and approved by both parties. Requests for such amendments shall include the following information and supporting documentation:

- 1) justification for change
- 2) effective date of the change
- evidence that financial implications, feasibility, and student access issues have been addressed, including provisions for all required resources, staff, and materials
- 4) evidence of parental support

A high-performing charter school that has met the requirements set forth in State law for such designation shall notify the Board of any increase in enrollment by March 1st of the school year preceding the increase. The written notice shall specify the grade levels that will be added. Student enrollment may not exceed current facility capacity. If a charter school notifies the District of its intent to expand, the District shall modify the charter within ninety (90) days to include the new enrollment maximum and may not make any other changes. The District may deny a request to increase the enrollment of a high-performing charter school if the Commissioner of Education has declassified the charter school as high performing. If a highperforming charter school requests to consolidate multiple charters, the District shall have forty (40) days after receipt of that request to provide an initial draft charter to the charter school. The District and charter school shall have fifty (50) days thereafter to negotiate and notice the charter contract for final approval by the District.

b. Location Amendments

- Changes in locations or addition of location (i.e., relocation, secondary campus, satellite locations) shall include the following information and supporting documentation:
 - a) description of location, including identification as permanent or temporary

If the relocation will be temporary, the request shall include the period of time during which the school will be at the temporary location.

- b) effective date of the relocation
- evidence that financial implications, feasibility, and student access issues have been addressed
- evidence of parental support for the new facility
- e) evidence of the school's property interest in the facility (owner or lessee)
- f) a disclosure affidavit in accordance with F.S. 286.23, if the school leases the facility
- 2) Nothing in this policy or State law obligates the Board to agree to increase the number of facilities, campuses, and/or locations associated with a charter school's operations.
- 3) The charter school shall not change or add facilities or locations at any time during the term of the charter contract without prior approval of the Board through the contract amendment process. Violation of this provision constitutes a unilateral amendment or modification of this contract and good cause for termination.
- 4) If the request for a location amendment involves a facility in which other schools are operating, the names of the school(s), the grade levels, number of classrooms, number of students in each class, and the number of students enrolled in each school shall be included in the request, in addition to the information and documentation described in paragraphs a and b above.
- 5) No later than thirty (30) days prior to the opening of schools or the initial use of the facility by the school, the school shall have an approved contract and evidence of all necessary permits, licenses, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. A certificate of occupancy or a temporary certificate of occupancy must be

provided to the Board no later than fifteen (15) calendar days before the first day of school.

c. Enrollment Capacity Amendments

Changes to enrollment capacity shall include the following information and supporting documentation:

- 1) justification for change
- 2) effective date of the change
- evidence of proper facility approvals and/or allowable facility capacity
- 4) evidence that financial implications, feasibility, and student access issues have been addressed
- 5) evidence of parental support

A high-performing charter school that has met the requirements set forth in State law for such designation shall be required to notify the Board in writing by March 1st of its intent to increase enrollment the following school year. The written notice shall specify the amount of the enrollment increase. The District shall not require a charter school to identify the names of students to be enrolled or to enroll those students before the start of the school year as a condition of approval or renewal of a charter.

6. When a contract is amended or renewed, it shall be updated to comply with this policy and the current standard charter contract.

Pre-Opening Requirements

No later than July 1st prior to the initial opening of the school, the school shall have an approved contract and provide evidence of all necessary permits, licensing, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. Failure to comply may result in automatic rescission of the contract, with no further action by the Board. A certificate of occupancy or a temporary certificate of occupancy must be provided to the Board no later than fifteen (15) calendar days before the first day of school.

Approved charter school applicants must participate in training provided by the Florida Department of Education (FLDOE), unless they have participated in qualified training provided by the District.

School Governance/Management

A. Charter schools shall organize or be operated by a not for profit organized pursuant to F.S. Chapter 617, a municipality, or another public entity, as provided by law.

B. Charter School's Governing Board Requirements

 The charter school's governing board shall be solely responsible for the operation of the charter school which includes, but is not limited to, school operational policies; academic accountability; and financial accountability.

As required by State law, each charter school's governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. Furthermore, this representative must reside in the District in which the charter school is located. The individual serving as the parental involvement representative may be a governing board member, charter school employee, or an individual with whom the charter school contracts to represent the board in this capacity. If the governing board oversees more than one charter school in the District, a representative to facilitate parental involvement shall be appointed for each school. The name and contact information for the representative must be provided in writing to parents of children enrolled in the charter school at least annually and must also be prominently posted on the charter school's website.

The charter school's governing board shall hold at least two (2) public meetings per school year in the District. The meetings must be noticed, open, and accessible to the public and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative to facilitate parental involvement and the principal or director or his/her equivalent must be physically present at each meeting.

- 2. Governing board members must:
 - a. notify the Board of changes in membership within fortyeight (48) hours of change; and
 - b. successfully fulfill a background check by the Board, as specified by law upon appointment to the governing board.
- Governing board members must develop and approve by-laws that govern the operations of the board and the charter school prior to execution of the charter contract and annually consult with charter school staff to refine overall policy decision-making of the charter school regarding curriculum, financial management, and internal controls.

- 4. Governing board members and their spouses are prohibited by State law from serving as an employee of the charter school or receive compensation, directly or indirectly, from the charter school's operations, including but not limited to: grant funds; lease/mortgage payments; or contracted service fees.
- 5. Governing board members must participate in FLDOE sponsored charter school governance training to ensure that each board member is aware of his/her duties and responsibilities, pursuant to State Board Rule F.A.C. 6A-6.0784:
 - a. Each governing board member must complete a minimum of four (4) hours of instruction focusing on Government in the Sunshine, conflicts of interest, ethics, and financial responsibility as specified in F.S. 1002.33(9)(k). After the initial four (4) hour training, each member is required, within the subsequent three (3) years and for each three (3) year period after that to complete a two (2) hour refresher training on the four (4) topics above in order to retain his/her position on the charter school board. Any member who fails to obtain the two (2) hour refresher training within any three (3) year period must take the four (4) hours of instruction again in order to remain eligible as a charter school board member.
 - b. New members joining a charter school board must complete the four (4) hour training within ninety (90) days of appointment to the board.
- 6. Dispute Procedures (Board versus Charter School Governing Board)

Application, nonrenewal, and termination decisions are not subject to this dispute resolution process and must follow the procedures in F.S. 1002.33, Board policy, and the charter contract. Nothing contained herein shall operate to limit a charter school's rights to utilize the dispute resolution procedures set forth in F.S. 1002.33.

- a. The Board and the charter school agree that the existence and the details of a dispute notwithstanding, both parties shall continue without delay their performance under the charter contract, except for any performance which may be directly affected by such dispute.
- b. Either party shall notify the other party that a dispute exists between them. The notification shall be in writing and shall identify the article and section of the contract that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the Board and the charter school's director

for further consideration and discussion to attempt to resolve the dispute.

- c. Should the representatives named in paragraph (b) above be unable to resolve the dispute within ten (10) days of receipt of written notification by one to the other of the existence of such dispute, then the matter may be submitted by either party to the Superintendent and to the school's governing board chair for further consideration and discussion to attempt to resolve the dispute.
- d. Should the parties still be unable to resolve their dispute within thirty (30) days of the receipt of written notification by one to the other of the existence of such dispute, then either party may proceed with utilizing the dispute resolution procedures set forth in F.S. 1002.33.
- 7. Conflict Resolution (Charter School versus Parents/Legal Guardians, Employees, and Vendors)
 - a. All conflicts between the charter school and the parents/legal guardians of the students enrolled at the charter school shall be handled by the charter school or its governing board. The procedures for handling such conflicts must be set forth in the charter contract.
 - b. Evidence of each parent's acknowledgement of the charter school's Parent Conflict Resolution Process shall be available for review upon request by the Board.
 - c. All conflicts between the charter school and the employees of the charter school shall be handled by the charter school or its governing board.
 - d. All conflicts between the charter school and vendors of the charter school shall be handled by the charter school or its governing board.
 - e. The Board shall be provided with the name and contact information of the parties involved in the charter school's conflict resolution process. The Board shall be notified immediately of any change in the contact information.

C. Management Companies

1. If a management company or a combination of contracted professionals will be managing the charter school, the contract(s) between the charter school and company(ies) shall be submitted

to the Board for review prior to the approval of the charter school's contract. If a decision to hire any of these entities occurs subsequent to the execution of the charter contract or amendment, the contract(s) between the charter school and company(ies) shall be submitted to the Board at least ten (10) days before any payment is made to any of the entities.

- 2. Any proposed amendments to the contract with the management company shall be submitted to the Board for approval prior to execution of that amended contract with the management company by the charter school. A copy of all executed contracts must be provided to the Board within the timeframe provided by the charter contract.
- 3. All management company contracts with the charter school must make it clear that the charter governing body shall retain and exercise continuing oversight over all charter school operations and must contain provisions specifying the ability for the charter school to terminate the contract and must comply with terms as stated in the charter contract between the charter school and the Board. Any default or breach of the terms of the charter contract by the management company(ies) shall constitute a default or breach of the charter contract by the charter school.
- 4. Neither employees of the management company "relatives" of the management company's employees as defined in F.S. 1002.33 shall serve on the charter school's governing board or serve as officers of the corporation.

Employees of Charter Schools

A charter school shall employ or contract with employees who have undergone background screening as provided in F.S. 1012.32. Members of the governing board of the charter school shall also undergo background screening in a manner similar to that provided in F.S. 1012.32 upon appointment to the governing board.

A charter school shall disqualify instructional personnel and school administrators, as defined in F.S. 1012.01, from employment in any position that requires direct contact with students if the personnel or administrators are ineligible for such employment under F.S. 1012.315.

Charter school personnel may not appoint, employ, promote, or advance any relative, or advocate for appointment, employment, promotion, or advancement of any relative to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member. For purposes of this policy, the definition of relative shall be as it is defined in F.S. 1002.33(24)(a)(2).

Full disclosure of the identity of all relatives employed by the charter school shall be in accordance with F.S. 1002.33.

The governing board of a charter school shall adopt policies establishing standards of ethical conduct for instructional personnel and school administrators.

Board employees who elect to teach at a charter school may request charter school leave pursuant to Board leave policy.

The policies must require all instructional personnel and school administrators, as defined in F.S. 1012.01, to complete training on the standards of ethical conduct; establish the duty of instructional personnel and school administrators to report, and procedures for reporting, alleged misconduct by other instructional personnel and school administrators which affects the health, safety, or welfare of a student; and include an explanation of the liability protections provided under F.S. 39.203 and 768.095. A charter school, or any of its employees, may not enter into a confidentiality agreement regarding terminated or dismissed instructional personnel or school administrators, or personnel or administrators who resign in lieu of termination, based in whole or in part on misconduct that affects the health, safety, or welfare of a student, and may not provide instructional personnel or school administrators with employment references or discuss the personnel's or administrators' performance with prospective employers in another educational setting, without disclosing the personnel's or administrators' misconduct. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by instructional personnel or school administrators which affects the health, safety, or welfare of a student is void, is contrary to public policy, and may not be enforced.

Before employing instructional personnel or school administrators in any position that requires direct contact with students, a charter school shall conduct employment history checks of each of the personnel's or administrators' previous employer(s), screen the instructional personnel or school administrators through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the charter school must document efforts to contact the employer.

The Board shall terminate a charter school that knowingly fails to comply with F.S. 1002.33(12)(g).

School Operations

- A. The Board shall not impose any policies or practices to limit charter school enrollment except as may be permitted in accordance with State law.
- B. The Board may document, in writing, any discrepancies or deficiencies—whether fiscal, educational, or related to school climate—and the steps and timelines for correction and additional monitoring. At a minimum, copies will be provided to the charter school principal and appropriate Board staff.
- C. The charter school shall obtain the appropriate facility capacity approvals from the jurisdictional authority where the facility is located (i.e., county, municipality, or both). The Board, at its discretion, may accept a letter from the architect of record specifying the capacity if the capacity is not provided by the facility's jurisdictional authority. The Board may withhold monthly payments for FTE that exceed capacity specified by the charter contract or approved facility capacity.

D. The charter school's calendar will be consistent with the beginning of the Board's calendar for the first school year and must provide instruction for the minimum number of days and minutes required by law for other public schools. Should the charter school elect to provide a summer program or year-round school, the charter school shall notify the Board, in writing, each year to ensure appropriate record keeping.

E. Student Code of Conduct, Student Handbooks, and Parent Contracts and Application of Board Policies

- 1. Only the Board may expel a student.
- 2. The charter school may follow the Board's Student Code of Conduct or an alternate code of conduct approved by the Board. The charter school shall provide the Board with a copy of an approved alternate student code of conduct upon revision. Any amendments must be approved by the Board prior to implementation. Evidence of governing board approval is required for amendments.
- 3. Any parent contracts shall also be submitted to the Board for approval prior to implementation. Any amendments must be approved by the Board, prior to implementation. Evidence of governing board approval is required for amendments.
- 4. The charter school may be required to provide proof of parent/guardian's receipt of student code of conduct, handbook, or parent contract.
- 5. Violations of parent contracts shall not result in involuntary withdrawal of a student in the same school year of the violations. Violations of the parent contract may result in the student not being re-enrolled or loss of enrollment preference for the following school year.
- 6. The Board shall not apply its policies to a charter school unless mutually agreed to by both the Board and the charter school. If the Board subsequently amends any agreed-upon Board policy, the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the sponsor may not hold the charter school responsible for any provision of a newly revised policy until the revised policy is mutually agreed upon.

F. Charter School Student Transfers

The process for student transfers can be found in Policy 5131.

G. Food Service and Transportation

Transportation and food services are the responsibility of the charter school. These services must be provided according to District, State, and Federal laws, rules, and regulations.

H. Facility Leases

- If a charter school will be leasing or subleasing a facility, the contract(s) between the charter school and landlord or sublessor shall be submitted to the Office of Charter Schools for review and approval.
- 2. Any amendments to the lease shall be submitted to the Office of Charter Schools for review prior to execution, by the charter school.
- A copy of all executed contracts must be provided to the Office of Charter Schools within the timeframe provided by the charter contract.
- 4. Any default or breach of the terms of the charter contract by the lessor/sublessor may constitute a default or breach of the charter contract by the charter school.

Academic Accountability

- The Superintendent or designee shall have ongoing responsibility for monitoring all approved charter schools with regard to the charter school's progress towards achieving the goals established in the charter. The Superintendent shall have access to the charter school at all times.
- The Board shall monitor adherence to the educational and related programs as specified in the approved application, charter, curriculum, instructional methods, any distinctive instructional techniques to be used, reading programs and specialized instruction for students who are reading below grade level, compliance with State standards, assessment accountability, and achievement of long- and short-term goals. An analysis comparing the charter school's standardized test scores to those of similar student populations attending other public schools in the District may also be conducted.
 - a. In the event a charter school earns a grade of "D" or "F" in the grading system set forth in State law, the director and a representative of the governing board of the charter school shall appear before the Board to present information concerning each contract component having noted deficiencies and shall prepare and submit to the

Board for approval a proposed School Improvement Plan to raise student achievement. The proposed School Improvement Plan must meet the requirements set forth in State law. The charter school shall implement the proposed School Improvement Plan once approved by the Board.

- b. If a charter school earns three (3) consecutive grades of "D", two (2) consecutive grades of "D" followed by a grade of "F", or two (2) nonconsecutive grades of "F" within a three (3) year period, the charter school governing board shall take corrective action as set forth in F.S. 1002.33. The corrective action must be implemented in the school year following receipt of a third consecutive grade of "D", a grade of "F" following two (2) consecutive grades of "D", or a second nonconsecutive grade of "F" within a three (3) year period. If the charter school does not improve by at least one (1) letter grade after two (2) full school years of implementing the corrective action, the charter school must select and implement a different corrective action in accordance with F.S. 1002.33. If the charter school does improve by at least one (1) letter grade, it is no longer required to implement the corrective action; however, the charter school must continue to implement strategies identified in the School Improvement Plan.
- c. Upon publication by the FLDOE of the list of charter schools that meet the criteria set forth in paragraphs I.2.a. and b. above, the Board shall notify, in writing, each charter school in the District that appears on the list that it is required to submit a School Improvement Plan and to appear before the Board. Pursuant to State Board rule, such notification may be delivered electronically, provided there is proof of receipt.

The notification shall include the following:

- The date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school governing board shall appear before the Board. For purposes of this requirement, "director" shall mean charter school director, principal, chief executive officer, or other management personnel with similar authority. The appearance shall be no earlier than thirty (30) calendar days and no later than ninety (90) calendar days after the Board's notification is received by the charter school.
- 2) The date by which the charter school must submit its proposed School Improvement Plan to the Board for review by staff, which shall be no earlier than thirty (30) calendar days.

- Whether the charter school is required to select a corrective action.
- d. The Board shall notify the charter school, in writing, within ten (10) calendar days of its decision to approve or deny the School Improvement Plan.
 - 1) The Board may deny a School Improvement Plan if it does not meet the requirements of State law. If denied, the Board shall provide the charter school, in writing, the specific reasons for denial and the timeline for its resubmission.
 - 2) Either the charter school or the Board may request mediation pursuant to State law if the parties cannot agree on a School Improvement Plan.
- e. As required by State law, the Board will review the School Improvement Plan annually to monitor the charter school's continued improvement.
 - The director and a representative of the governing board of the charter school shall appear before the Board at least once per year to present information regarding the progress of intervention and support strategies implemented by the charter school pursuant to the School Improvement Plan and, if applicable, to review the corrective actions taken pursuant to I.2.c above.
 - 2) At the meeting, the Board will identify the services that the District will provide to the charter school to assist the charter school in addressing its deficiencies, and following the meeting, these services will be communicated, in writing, to the director.
 - A charter school that improves at least one (1) letter grade is not required to submit a new School Improvement Plan but must continue to implement the strategies identified in the approved School Improvement Plan and continue to report annually to the Board. The Board shall notify, in writing, each charter school implementing a School Improvement Plan of the requirement to appear before the Board to present information regarding the progress of the approved School Improvement Plan. The notification shall include the date, time, and location of the publicly noticed meeting at

which the director and a representative of the charter school shall appear.

- f. The Board shall terminate the charter if the charter school earns two (2) consecutive grades of "F", unless one of the exceptions set forth in State law is applicable.
- g. The laws applicable to School Improvement Plans and corrective actions do not limit the Board's authority to terminate the charter at any time in accordance with State law.
- 3. The charter school shall make annual progress reports to the Board to determine progress toward goals established in the charter contract.
- 4. Exceptional Student Education (ESE)
 - a. The Board is the Local Educational Agency (LEA) for all Board-approved charter schools and will serve ESE students in the same manner as students attending other public schools in the District. ESE students attending Board-approved charter schools shall be provided supplementary and related services on site at the charter school to the same extent to which the Board has a policy or practice of providing such services on site to its other public schools. The Board shall provide funds under Part B of the IDEIA to Board-approved charter schools on the same basis as the School District provides funds to the Board's other public schools, except for those charter schools that are their own LEA for the purpose of federal funding pursuant to F.S. 1002.33(25).
 - b. ESE students will be educated in the least restrictive environment. The charter school shall ensure that ESE students are provided with programs and services implemented in accordance with Federal, State, and local policies and procedures and specifically the IDEIA, Section 504 of the Rehabilitation Act of 1973, and other related statutes and State Board of Education rules. If an IEP team determines that the charter school cannot meet the needs of an ESE student, the charter school and the Board agree to provide the ESE student with the appropriate placement as determined by the IEP team in accordance with State and Federal law.
 - c. The Board shall provide ESE administration services to charter schools which shall be set forth in more detail in the charter. For those charter schools that are their own LEA for the purpose of Federal funding, compliance with their own federal IDEIA grant is required.

- With respect to the provisions of special education and related services:
 - The Board shall be responsible for conducting initial evaluations of students referred for potential special education and gifted placement in accordance with Federal and State statutes.
 - The charter school shall deliver all educational and related services indicated on a student's IEP, Section 504 Plan, or EP. The Board may provide related services through a separate contract between the charter school and the Board. The charter school shall also be responsible for all reevaluations.
 - 3) The Board shall appoint an "ESE Staffing Specialist" who may, at the Board's discretion, attend all IEP meetings and meetings related to the provision of special education and related services to charter school students. The charter school must provide notice to the ESE Staffing Specialist of all such meetings. The ESE Staffing Specialist shall serve as the LEA representative at all meetings.
 - 4) The charter shall further set forth the specific roles and responsibilities of the charter school and the Board with respect to exceptional student education.
- e. Non-compliance may result in the Board's withholding of subsequent payments to the charter school without penalty of interest (including State capital payments), and may result in non-renewal or termination for good cause.
- 5. English Language Learners (ELL) -- Students who are of limited proficiency in English will be served by ESOL certified personnel. The charter school shall demonstrate an understanding of State and Federal requirements regarding the education of English language learners, be committed to serving the full range of needs of ELL students, create and implement sound plans for educating ELL students that reflect the full range of programs and services required to provide all students with a high quality education, and demonstrate capacity to meet the school's obligations under State and Federal law regarding the education of ELL students.
- 6. The Board may, in accordance with State law, require all charter schools to submit to the Board a school improvement plan or multi-year accountability plan on a form provided by the Board to ensure a plan to maintain or raise student academic

achievement within the timelines specified by the Board and the FLDOE.

J. Financial Accountability

1. In order to provide comparable financial information to that reported for other public schools, charter schools shall maintain all financial records in accordance with the accounts and codes prescribed in the most recent issuance of the publication titled, Financial and Program Cost Accounting and Reporting for Florida Schools. Charter school governing boards shall also annually adopt and maintain an operating budget as required by F.S. 1002.33(9)(h). Charter schools shall provide annual financial reports and program cost report information by the deadlines specified in the charter contract, in the State-required formats for inclusion in the Board's reporting in compliance with F.S. 1011.60(1) and 1002.33(9)(g). The financial statements are to be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting, regardless of corporate structure F.S. 1002.33(9)(g). The annual financial audit must be in the State-required format.

At the discretion of the charter school's governing board, a charter school may elect to follow generally accepted accounting standards for not-for-profit organizations, but must reformat this information for reporting according to the requirement set forth in the paragraph above.

High-performing charter schools are required to submit financial statements in accordance with and within the timeframes stated in F.S. 1002.33.

- 2. First year charter schools may be required to provide the Board any of the following, which may be in addition to information otherwise required by law:
 - a. A sensitivity analysis and financial plan based on enrollment of fifty percent (50%), seventy-five percent (75%), and 100% of projected capacity.
 - b. Cash flow projections for the first year, displayed by month, and a plan to fund any cash flow shortfalls, updated monthly.
 - c. Contingency plans to replace any loss of State funds for both operation and capital expenditures.
 - d. Within forty-five (45) days of month end, reconciliations of all bank accounts, which must include a copy of the entire

bank statement of each account, must be attached to the bank reconciliation.

- 3. Title I: A charter school that is eligible to receive Title I funds shall submit an approved Title I Schoolwide Plan within three (3) months of becoming a designated Title I school. Failure to submit an approved plan will result in withholding of Title I funds.
- 4. Financial Policies: The charter school shall establish and implement accounting and reporting policies, procedures, and practices for maintaining complete records of all receipts and expenditures. The charter school shall provide a copy of these policies to the Board annually.
- Payments to charter schools by Board
 - a. The Board shall make timely and efficient payment and reimbursement to charter schools, including processing paperwork required to access special State and Federal funding for which they may be eligible. The Board may distribute funds to a charter school for up to three (3) months based on the projected full-time equivalent student membership of the charter school. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year. The payment shall be issued no later than ten (10) working days after the Board receives a distribution of State or Federal funds.
 - b. Capital Outlay Payments The Board shall make payments to the school upon receipt of all required supporting documentation as referenced in section 8.h. – Capital Outlay Payment Process.
 - c. Miscellaneous Payments The Board shall make timely miscellaneous payments to the charter school upon receipt of funding from the FLDOE for various programs including Title I and MAP. The Board's payment is subject to the charter school's fulfillment of its responsibilities under the applicable State and Federal laws.

Unless otherwise mutually agreed to by the charter school and the District, and consistent with State and Federal rules and regulations governing the use and disbursement of Federal funds, the District shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for Federal funds available to the District for the benefit of the charter school, the charter school's students, and the charter school's students as public school students in the District. Such Federal funds include, but are not limited to, Title I, Title II, and Individuals with

Disabilities Education Act (IDEA) funds. To receive timely reimbursement for an invoice, the charter school must submit the invoice to the District at least thirty (30) days before the monthly date of reimbursement set by the District. In order to be reimbursed, any expenditure made by the charter school must comply with all applicable State rules and Federal regulations, including, but not limited to, the applicable Federal Office of Management and Budget Circulars, the Federal Education Department General Administrative Regulations, and program specific statutes, rules, and regulations. Such funds may not be made available to the charter school until a plan is submitted to the District for approval of the use of the funds in accordance with applicable Federal requirements. The District has thirty (30) days to review and approve any plan submitted pursuant to this paragraph.

- d. Conditions for Non-payment The Board may withhold payment, without penalty of interest, for violation of law or as specified in the charter school contractual agreement. This includes, but is not limited to: failure to comply with financial requirements, failure to provide proper banking wiring instructions, exceeding contracted enrollment capacity or allowable facility capacity, insufficient instructional minutes and/or days, inappropriate facility licenses, approvals and/or permits, and failure to obtain successful background clearance for potential employees, contractors, and/or governing board members.
- 6. Financial Reports: Charter schools shall provide the District with a concise, uniform, monthly financial statement summary sheet that contains a balance sheet and a statement of revenue, expenditures, and changes in fund balance. The balance sheet and the statement of revenue, expenditures, and changes in fund balance shall be in the governmental funds format prescribed by the Governmental Accounting Standards Board. A high performing charter school may provide a quarterly financial statement in the same format and requirements as the uniform monthly financial statement summary sheet. Charter schools shall maintain and provide financial accountability information as required in this section.

7. Annual Financial Statements

- a. Unaudited June 30th year-end financial statements shall be submitted to the Board within the timelines specified by the charter contract. These financial statements must be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting.
- b. Annual Financial Audit The charter school agrees to submit to and pay for an annual financial audit, in compliance with Federal, State and Board regulations, showing all revenue received, from all sources, and all

expenditures for services rendered. The audit shall be conducted by an independent certified public accountant or auditor selected by the governing board of the charter school, and shall be delivered to the Board in compliance with the charter contract. If the charter school's audit reveals a deficit financial position, the auditors are required to notify the charter school's governing board, the Board and the Florida Department of Education in the manner defined in the charter contract.

- Selection Procedures -- Charter schools shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit pursuant to the processes described in F.S. 218.39 and 218.391, which includes, but is not limited to: the establishment of an audit committee and request for proposal (RFP) for audit services, public advertisement of RFP, and development of evaluation and selection criteria.
- 2) Requirements -- Pursuant to F.S. 218.391, the procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. An engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:
 - a) a provision specifying the services to be provided and fees or other compensation for such services
 - b) a provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract
 - a provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed
- c. Failure to comply with the timely submission of all financial statements in the required format specified by the Board, shall constitute a material breach of the charter contract and may result in the Board's withholding of subsequent payments to the charter school without penalty of interest, (including state capital payments), and may result in non-renewal or termination for good cause.

8. Capital Outlay Funding

Pursuant to F.S. 1013.62(4), the application for, approval of, and process for documenting expenditures from charter school capital outlay funds shall be in accordance with the procedures specified by the Commissioner of Education.

Before receiving capital outlay funds the charter school governing board must enter into a written agreement with the Board. Such agreement must provide for the reversion of any unencumbered funds and all equipment and property purchased with public education funds to the ownership of the Board, as provided for in F.S. 1013.62(3), if the charter school terminates operations. Any funds recovered by the State shall be deposited in the General Revenue Fund.

As required by State law, the Board shall remit capital outlay funds to a charter school within ten (10) business days of the receipt of said funds.

9. Review and Audit

- a. The Board has the right at any time to review and audit all financial records of the charter school to ensure fiscal accountability and sound financial management pursuant to F.S. 1002.33. The charter school shall provide the Board with a copy of the management letter from any audits as well as any responses to the auditor's findings with a corrective plan that shall be prepared and submitted within thirty (30) days from the date of the management letter.
- b. Deteriorating Financial Condition and Financial Emergencies (F.S. 1002.345)
 - Deteriorating Financial Condition "Deteriorating financial condition" means a circumstance that significantly impairs the ability of a charter school or a charter technical career center to generate enough revenues to meet its expenditures without causing the occurrence of a condition described in F.S. 218.503(1).
 - a) A charter school shall be subject to an expedited review by the Board upon the occurrence of any of the conditions specified in F.S. 1002.345(1)(a)(1)-(4).
 - b) The Board shall notify the governing board within seven (7) business days after one or

more of the conditions set forth in F.S. 1002.345(1)(a)(1)-(4) are identified or occur.

- c) The governing board and the Board shall develop a corrective action plan and file the plan with the Commissioner of Education within thirty (30) business days after notification is received as provided in paragraph 9(b)(1)(b) herein. If the governing board and the Board are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall implement such plan.
- d) Failure to implement the corrective action plan within one (1) year shall result in additional action prescribed by the State Board of Education, including the appearance of the chair of the governing board before the State Board of Education.
- 2) Financial Emergency – If a financial audit conducted by a CPA in accordance with F.S. 218.39 reveals that one (1) or more of the conditions in F.S. 218.503(1) have occurred or will occur if action is not taken to assist the charter school, the auditor shall notify the governing board of the charter school, as appropriate, the Board, and the Commissioner of Education within seven (7) business days after the finding is made. If the charter school is found to be in a state of financial emergency pursuant to F.S. 218.503(4), the charter school shall file, a financial recovery plan pursuant to F.S. 218.503 with the Board and the Commissioner of Education within thirty (30) days after being notified by the Commissioner of Education that a financial recovery plan is needed.
- 3) Annual progress of the corrective action plans and/or financial recovery plans shall be included in an annual progress report to the Board.
- 4) The Board may require periodic appearances of governing board members and charter school representative.
- c. A Financial Recovery Plan Staff Group (FRSG) shall be appointed by the Board and convened to review and monitor financial statements, corrective action plans and financial recovery plan(s) submitted by the charter school(s). The FRSG shall report progress and when

applicable, make recommendations to the Chief Auditor. At least one (1) representative of the charter school must be available to answer questions.

- 1) The FRSG shall be comprised of staff members from Business Services, Office of Charter Schools, and, when appropriate, the Office of Management and Compliance Audits.
- The Chief Auditor will present the FRSG's recommendation to the Board's independent Audit Committee for review and recommendation to the Board.
- Inability to cure a deteriorating financial condition and/or status of financial emergency may result in termination of the charter school contract.

10. Grants

- a. If the Board is required to be the fiscal agent for a grant, the charter school shall comply with the Board's grant procedures as indicated in the charter contract.
- b. The Board shall receive written approval from the charter school to include the charter school in a District-wide grant. The appropriate pro-rata share of dollars or services of grants will be allocated to the charter school, as defined by the grant awarded.
- c. The charter school is required to maintain adequate records to support grant-funded programs for the minimum years prescribed by the law. The Board may review these records, upon reasonable notice.

11. Health, Safety and Welfare of Staff and Students

Carefully planned and executed fire exit drills shall be conducted at the beginning of each semester, at times designated by the principal, following instruction of all classes regarding exits to be used in case of fire. At least one (1) fire exit drill shall be conducted every month school is in session. Any emergency evacuation drill (e.g., "crisis event"), completely performed, may be substituted for a required fire exit drill in a given month. All drills and all deficiencies affecting egress shall be documented in writing.

Inspections of all buildings including educational facilities, ancillary plants, and auxiliary facilities for casualty safety, and sanitation shall be conducted at least once during each fiscal year. Conditions that may affect environmental health and safety or impair operation of the plant will be reported, with recommendations for corrective action.

Each school cafeteria must post in a visible location and on the school website the school's semiannual sanitation certificate and a copy of its most recent sanitation inspection report.

Under the direction of the fire official appointed by the Board, fire-safety inspections of each educational and ancillary plant located on property owned or leased by the charter school's governing board, or other educational facilities operated by the charter school's governing board, shall be made no sooner than one (1) year after issuance of a certificate of occupancy and annually thereafter. Such inspections shall be made by persons properly certified by the Division of State Fire Marshal to conduct fire-safety inspections in public educational and ancillary plants.

A copy of the fire safety inspection report shall be submitted to the Board and the county, municipality, or independent special fire control district providing fire protection services to the school facility within ten (10) business days after the date of the inspection, in accordance with Florida statute.

Alternate schedules for delivery of reports may be agreed upon between the charter school's governing board, the Board, and the county, municipality, or independent special fire control district providing fire protection services to the site in cases in which delivery is impossible due to hurricanes or other natural disasters. Regardless, if immediate life-threatening deficiencies are noted in the report, the report shall be delivered to the Board and to the county, municipality, or independent special fire control district providing fire protection services immediately.

K. Charter School Website

Each charter school shall maintain a website that enables the public to obtain information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; any management companies, service providers, or education management corporations associated with the school; the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to F.S. 1008.34; and, on a quarterly basis, the minutes of governing board meetings.

Board Annual Report Submission

The Board shall submit an annual report to the FLDOE in a web-based format to be determined by the FLDOE. The report shall include the:

- A. number of draft applications received on or before May 1st and each applicant's contact information;
- B. number of final applications received on or before August 1st and each applicant's contact information;
- C. date each application was approved, denied, or withdrawn; and
- D. date each final contract was executed.

Beginning August 31, 2013, and each year thereafter, the Board shall submit to the FLDOE the information set forth in A through D.

Nonexclusive Interlocal Agreements

The Board may enter into nonexclusive interlocal agreements with Federal and State agencies, counties, municipalities, and other governmental entities that operate within the geographical borders of the District to act on behalf of such governmental entities in the inspection, issuance, and other necessary activities for all necessary permits, licenses, and other permissions that a charter school needs in order for development, construction, or operation. A charter school may use, but may not be required to use, the District for these services. The interlocal agreement must include, but need not be limited to, the identification of fees that charter schools will be charged for such services. The fees must consist of the governmental entity's fees plus a fee for the Board to recover no more than actual costs for providing such services. These services and fees are not included within the services to be provided pursuant to F.S. 1002.33(20).

Interpretation

If a court or agency of competent jurisdiction invalidates any provision of this policy or finds a specific provision to be in conflict with the Florida Constitution, Florida statutes, the Florida Administrative Code, or any rule or policy prescribed by FLDOE, then all of the remaining provisions of this policy shall continue unabated and in full force and effect.

In the event that an existing charter school contract provision is found to be inconsistent with this policy, the charter contract provision prevails. Any charter approved after the adoption of this policy is required to be fully consistent with this policy.

F.S. 39.203, Chapter 120, 218.39, 218.391, 218.503, 286.23, 768.095 F.S. 1001.10(5), 1001.41, 1002.33, 1002.345, 1008.31, 1008.34 F.S. 1011.60, 1012.01, 1012.315, 1012.32, 1013.12 Chapter 96-186(1) Laws of Florida F.A.C. 6A-1.0081, 6A-1.099827, 6A-2.0020, 6A-6.0781 through 6A-6.0788 FLDOE Forms IEPC-M1, IEPC-M2, IEPC-M3

Revised 10/28/14

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Exhibit 2

May Document

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•	Charter School Winter Haven	2016-17	2017-18	2018-19	2019-20	2020-21	
	5 year projection	FTE 240	278	307	335	355	
			Podest	Budget	Budget	Budget	
Account	Account Description	Budget	Budget	(680,000)	(700,000)	(725,000)	
3202	Medicaid	(650,000)	(665,000)		(210,408)	(235,000)	
3230	IDEA	(175,000)	(185,000)	(195,000)	(59,000)	(68,000)	
3240	TITLE I and il	(45,000)	(48,000)	(51,000)	(4,466,296)	(4,753,783)	
3310	FEFP	(3,457,383)	(3,669,894)	(4,064,208)	(15,617)	(15,000)	
3336	Instructional Materials	(12,675)	(9,211)	(13,014)		(1,000)	
3344	Lottery Funds	(1,290)	-	(238)	(286)	(442,082)	
3354	Transportation	(302,608)	(346,193)	(382,307)	(417,176)		
3431	Interest on Checking Acct	(3,817)	(3,000)	(2,789)	(3,346)	(3,500)	
3440	Gifts, Grants & Bequests	(75,000)	(90,000)	(95,000)	(110,000)	(105,000)	
3450	Food Services	(10,000)	(15,000)	(18,000)	(22,000)	(25,000)	
3473	Child Care	(10,194)	(7,500)	(12,005)	(11,700)	(10,000)	
3475	5% Adjustment on Adm fee	-	-	(10)	(12)	(100,000)	
3481	Charges for Service	(10,396)	(12,000)	(10,852)	(13,023)	(56,602)	
3485	Capital Outlay	(57,028)	(50,000)	(40,826)	(48,991)		_
	Total Revenue	(4,888,280)	(5,130,798)	(5,643,049)	(6,066,065)	(6,630,467)	
	Classroom Instruction			•			
		599,597	679,597	799,597	859,597	899,597	
50000120	Salary - Teacher Salary Teacher (Title 1)	333,331		-	-	-	
50000120.0 6							
50000130	Salary - Behavior Anayist			4,000	4,000	4,500	
50000140	Salary - Substitute Teachers	2,000	2,000		26,850	28,050	
50000150	Salary - Holiday Bonus \$200/para;\$300/tea	24,000	25,000	25,800			
50000150	Salary - Aides/Paras	322,968	358,968	454,968	502,968	534,968	
50000150.0	Salary - Aides/Para	175,000	187,000	192,610	198,388	204,340	

50000155	Payroll - Behavior Specialist	-	-	- 1			
50000155.9	Payroll - Behavior Spec (ARRA	**	-		17	-	
7	funds)			`			
50000165	Salary - LPN	23,000	25,000	25,750	26,523	27,318	
50000180	Salary - VPK	30,000	30,000	32,000	33,000	34,000	
50000180.0	Salary - VPK (IDEA funds)	-	-	-	-	-	
5							
50000195	Salary Reimbursement						
50000210.1	Florida State Retirement	62,000	63,000	65,000	66,000	68,000	
50000220	Payroll tax expense	94,584	95,400	98,000	99,500	102,000	
50000230.0	Insurance - Student Health at	1,980	2,200	2,300	2,300	2,450	
1	School						
50000230.0	Insurance - group	220,000	227,500	229,000	232,000	235,000	
2						5 222	
50000230.0	Insurance - Life	5,500	5,800	6,000	6,200	6,300	
3				42.000	13 500	13,000	
50000230.0	Insurance - dental	10,000	11,500	12,000	12,500	15,000	
4			400	500	600	700	
50000230.0	insurance - disability	400	400	300	000	/00	
5		44.000	45.420	15,893	16,380	16,861	
50000240	Workers' Compensation	14,000	15,430		13,650	14,200	
50000250	Unemployment	11,000	12,000	13,000	13,030	14,200	
	Compensation	202.000	200,000	300,000	300,000	300,000	
50000310.0	Contract PT	300,000	300,000	300,000	300,000	300,000	
1		670,000	670,000	670,000	670,000	670,000	
50000310.0	Contract Speech Therapy	670,000	670,000	070,000	0,000	0,0,000	
3	C. L. A OT	370,000	370,000	370,000	370,000	370,000	
50000310.0	Contract OT	370,000	370,000	370,000	3,0,000		
4	Contract Daharian Anglest	_			-	-	
50000310.0	Contract Behavior Analyst	_					
8	Contract Vision Teacher	1,000	1,000	1,000	1,000	1,000	
50000310.1	Contract vision reacher	1,000	. 2,000				
50000310.2	Contract Social Worker	12,000	12,500	13,000	14,000	14,500	
2	Contract Social Worker	12,000			•		
50000330.0	Field Trips / Fees	2,500	2,800	3,300	3,500	4,200	
1	1.0.0			. ·			
50000350.0	Computer Repairs	7,000	7,000	7,800	8,200	8,800	

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					1		
1					07.700	20 172	
50000510.0	Supplies - Classroom	24,000	25,200	26,460	27,783	29,172	
50000510.0	Supplies - Therapy	8,000	8,800	9,680	10,648	11,712	
0.01500005	Supplies - Includy	3,333		"			
50000510.1	Supplies - VPK	3,500	3,500	3,500	3,500	3,500	
2	Supplies 1111						
50000520	Instructional Materials	30,000	33,000	36,300	39,930	43,923	
50000570	Food & Snacks for Oral Motor	500	600	650	700	750	
50000641	Classroom Equipment	25,000	27,500	30,250	33,275	35,503	
50000641.0	Classroom computer	30,000	33,000	36,300	39,930	439,923	
50000041.0	equipment						
50000641.0	Therapy equipment	7,000	7,700	8,470	9,317	10,248	
20000041.0	micrapy adultination				•		
50000690	Software	3,000	3,300	3,630	3,993	4,392	
	Bank service charges	200	200	200	200	200	
50000745	Substitute Teachers	1,000	2,000	2,500	2,850	2,850	
50000750	Substitute para	2,500	2,500	2,500	2,500	2,500	
50000750.0	Substitute para	2,000					
1	Instruction - Depreciation				1		
50000780	expense						
F0000000	Animal Assisted Therapy	900	1,000	1,500	1,500	1,750	
50000900.0	Alliniai Assisted Therapy					10.000	
50000900.0	Therapeutic riding	5,000	6,000	7,000	7,500	10,000	
5	, marapatan g					1.456.207	
	Total Classroom Instruction	3,099,129	3,258,395	3,510,458	3,650,782	4,156,207	
	Total diassion in the						
	Pupil Personnel Service					54.000	
61000310.0	Contract consultants	15,000	16,000	17,000	19,000	21,000	
61000310.0	Gojidi dos poticos de la constanta de la const					40.000	
61000310.0	Contract Psychological	9,000	10,000	11,000	12,000	13,000	
7	Services	į.	·			04.000	
	Total Pupil Personnel Service	24,000	26,000	28,000	31,000	34,000	
-	Media Services						
62000610	Library books	2,500	· 2,500	2,500	2,500	2,500	
62000620	Audio - visual	1,000	1,000	1,000	1,000	1,000	

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	Total Media Services	3,500	3,500	3,500	3,500	3,500	
	Curriculum Development Services						
63000100.1	Salary - Title I Facilitator Academic Interv/Re	45,000	46,350	47,740	49,127	50,648	
63000100.1	Salary - PreK Facilitator	22,838	23,523	38,000	40,000	42,300	
63000210.1	Florida State Retirement	6,000	6,200	8,000	8,200	9,000	
63000220	Payroll tax expense	5,190	5,342	5,800	6,200	6,300	
63000230.0	Insurance - group	9,600	9,800	10,000	10,000	11,000	
63000230.0	Insurance - life	35	35	35	35	35	
63000230.0	Insurance - dental	7	7	7	7	7	
63000230.0	Insurance - disability	•	-	-	•	-	
63000240	Worker's Comp	-	-	_	-		
63000250	Unemployment compensation	-	•	•	•	-	
63000280	Building fund Contribution	-			-		
63000310	Professional Services	-	- 1	-	-		
63000330.0	Travel Reimb/Prof Training	2,500	2,500	2,500	2,500	2,500	
3	Total Curriculum Development Services	91,170	93,757	112,082	116,069	121,790	
	Staff Development			1			
64000100.0	VPK - teacher certification	400	400	400	400	400	
64000100.0	Workshop Stipends - teacher	4,000	5,000	6,500	7,000	7,000	
64000220	Payroll expense	-	-	-		-	
64000310.0	Software Training & Support		-	-	-	-	
64000310.0 9	Para contracted rate	-	•	`-		-	

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64000310.1	Professional & technical	38,000	38,000	38,000	38,000	38,000	
	service						
64000330.0 2	Travel - Conventions	15,000	15,000	20,000	22,000	22,000	
64000510.0 5	Staff Development supplies	3,000	8,000	8,000	5,000	5,000	
	Total Staff Development	60,400	66,400	72,900	72,400	72,400	
,							ii
	Board						
71000310.0	Board training	150	150	150	150	150	
71000310.1	Professional Services (Legal)	10,000	10,000	10,000	10,000	10,000	
71000310.1	Professional Services	6,000	6,000	6,000	6,000	6,000	
71000320.0	Insurance - Board of Trustees	12,000	12,000	12,000	12,000	12,000	
71000320.0	Liability/Error & Ommissions	6,000	6,000	6,000	6,000	6,000	
71000390.0	Meals & Entertainment	2,500	2,500	2,500	2,500	2,500	
71000900.0	Staff / Board Meetings	2,500	2,500	2,500	2,500	2,500	
2	Total Board	39,150	39,150	39,150	39,150	39,150	
	General & Administration						· · · · · · · · · · · · · · · · · · ·
72000310.1 5	Acct. Payable, Bookkeeping & Payroll - OCRC	83,000	85,490	88,055	90,696	93,417	
72000330.0	Travel Reimbursement	5,000	5,000	5,000	5,000	5,000	
72000900.0	Reserves-3%	104,431	110,097	121,926	133,989	142,613	
3	Total General & Administration	192,431	200,587	214,981	229,685	241,030	
 							
	School Administration						
73000110	Salary - President/CEO	100,000	103,000	106,090	109,272	112,551	

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73000110	Salary - Dir Ops, Finance& HR	55,000	56,650	F0 2F0	60 (60)		
73000110	Salary - Dir Account, Research,	80,000	82,400	58,350	60,100	61,903	
73000160	Salary - Office Admin	41,743	42,995	84,872	87,418	90,041	
73000135	Salary-Behavior Manage	63,100		44,285	45,614	46,982	
73000145	Salary - Parent	65,000	64,993	66,943	68,951	71,020	
	Liaison/Volunteer Coord	05,000	66,950	68,959	71,027	73,158	
73000210.1	Florida State Retirement	40,544	41,760	43,013	44,304	45,632	-
73000220	Payroll tax expense	32,431	32,431	61,214	65,000	67,500	
73000230.0	Insurance - group	17,200	17,200	17,200	17,200	17,200	
2				,	2,,200	37,200	
73000230.0	insurance - life	350	350	350	350	350	
3							
73000230.0	Insurance - dental	350	350	350	350	350	
4		•		·			
73000230.0	Insurance - disability	-	-		-	-	
5					Į	}	
73000280	building fund contribution	15	15	15	15	15	
73000330.0	Travel Reimbursement	9,000	9,000	10,000	11,000	12,000	
3				·			
73000350.0	Computer Repairs	5,000	5,000	6,000	6,500	6,600	
1	·				·		
73000350.0	Computer Purchase	20,000	20,000	30,000	33,000	35,000	
5							
73000360.0	Equipment Maintenance	8,000	8,000	8,000	8,000	8,000	
1							
73000370	Postage	2,000	2,000	3,000	3,500	4,000	
73000390.0	Meals & Entertainmet	5,000	5,000	6,000	6,200	6,500	
1							
73000390.0	Advertising	20,000	20,000	. 30,000	25,000	30,000	
2							
73000390.0	Business & Employee Gifts	5,000	5,000	6,000	6,000	7,000	
3							
73000390.0	Special Events	3,000	3,000	4,000	5,000	5,000	,
72000740.0							
73000510.0	Supplies - Office	15,000	15,000	17,500	20,000	22,000	
72000540.4							
73000510.1	Supplies - computer	4,000	4,000	5,000	5,200	5,500	
3							

73000643.0	Office equipment	15.000	40.000				
1	Office equipment	16,000	16,000	22,000	25,000	26,000	
73000643.0 5	Computer Hardware	40,000	40,000	40,000	45,000	50,000	
73000730.0 4	Dues and Subscriptions	5,000	5,000	5,000	5,000	5,000	
73000730.0 5	Internet Services	1,250	1,250	1,250	1,250	1,250	
73000730.0 6	Licenses	550	. 550	550	550	550	
73000730.0 7	Software Maintenance fees	2,700	2,700	2,700	2,700	2,700	
73000780	Admin Depreciation expense	-	-	-	-	-	
73000790	County Administrative fee						**************************************
73000900.0 4	Website Fees	5,000	5,000	5,000	5,000	5,000	
	Total School Administration	662,233	675,594	753,641	783,501	818,802	
	Facilities Acquisition & Construction						
74000360.0 2	Building Lease	108,000	108,000	108,000	108,000	108,000	
74000360.0 3	Portable Rent	30,000	30,000	30,000	30,000	30,000	
74000630.0 1	Portable installation	37,000	37,000	37,000	37,000	37,000	
74000675	Non-building remodeling & renov	8,000	8,000	8,000	8,000	8,000	
74000680	Remodeling and Renovations	3,000	3,000	3,000	3,000	3,000	
	Total Facilities Acquisition & Construction	186,000	186,000	186,000	186,000	186,000	
	Fiscal Services						
75000310.1 2	Accounting	13,500	14,000	14,500	15,000	15,000	
75000310.1 3	Audit	7,000	8,000	8,500	9,000	10,000	

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75000730.0	Healthnet	850	850	850	850	850	T
8							
75000730.0 9	Bank fees / finance charges	850	850	850	850	850	
	Total Fiscal Services	22,200	23,700	24,700	25,700	26,700	
	Food Services						
76000390.1 4	Food Delivery	2,500	2,500	2,500	2,500	2,500	
76000510.1 4	kitchen supplies	2,000	2,000	2,500	3,000	32,000	
76000570	Snacks / Lunch	25,000	4 25,000	30,000	32,000	33,000	
	Total Food Services	29,500	29,500	35,000	37,500	67,500	•
	Central Services				<u> </u>		
77000310	Health dept inspection	350	350	350	350	350	
77000730.1	Fingerprinting	5,500	5,500	6,000	6,700	7,200	
_	Total Central Services	5,850	5,850	6,350	7,050	7,550	
	Pupil Transportation Services						
78000320.0	Transportation - Bus	16,000	16,000	18,000	19,000	22,000	
3	insurance	10,000	10,000	10,000	13,000	22,000	
78000350.0 2	Transportation - repairs & maint	45,000	45,000	55,000	60,000	75,000	
78000360.8	Bus Lease from OCRC	24,000	.24,000	24,000	24,000	24,000	
78000390.0 5	Transportation - inspections	3,000	3,000	3,500	3,000	3,000	
78000450	Transportation - gas	48,000	48,000	50,000	55,000	62,000	
78000510.1	Supplies - Transportation	6,000	6,000	7,000	7,500	8,000	
78000730.1 5	License fees/drug test driver	1,000	1,000	2,000	2,500	2,500	
78000780	Depreciation expense - transportation	90-	•	-	-	-	
78000790	Parent Pupil Transportation						
	Total Pupil Transportation	143,000	143,000	159,500	171,000	196,500	

<u>-</u>	Services				Τ		
							•
	Operation of Plant						
79000320.0	Insurance - Building	11,000	11,000	13,000	12 500	14.000	
4			,000	1.5,000	13,500	14,000	
79000371.0	Telephone - Cell	5,000	5,000	5,500	6,000	6,000	
1					0,000	0,000	
79000371.0	Telephone - Office	7,500	7,500	8,000	8,000	8,500	
2							
79000381	Water & Sewage	5,000	5,000	6,000	6,200	6,500	
79000382	Garbage	5,500	5,500	6,000	6,200	6,500	
79000390.0	Facility Maintenance - overall	5,000	5,000	5,500	6,200	6,500	
5							
79000390.0	Extermination	2,500	2,500	3,500	3,500	3,500	
6							
79000390.0	Office / School Cleaning	15,000	15,000	20,000	22,000	23,000	
7							
79000390.0	Outside Maintenance	1,800	1,800	2,000	2,200	2,500	
8							
79000390.0	Security System Monitoring	4,500	4,500	5,000	5,500	6,000	
700000004							
79000390.1	Carpet & Floor cleaning	6,000	6,000	7,500	7,900	8,200	
79000430	Electric	36,000	36,000	38,000	42,000	45,000	
79000510.0	Supplies - Cleaning	4,000	4,000	5,000	5,500	6,000	
3							
79000642	Repairs - Equipment	2,700	2,700	3,000	3,500	3,800	
	Total Operation of Plant	111,500	111,500	128,000	138,200	146,000	
	Maintenance of Plant						
81000152	Salary Maintenance Person	38,773	39,936	41,135	42,369	43,640	
81000510.0	Supplies - Maintenance	2,500	2,500	3,000	3,303	3,500	
9							
81000644	Repairs - Building	7,000	7,000	8,000	8,500	8,800	
81000675	Non -building remodeling &	5,000	5,000	7,500	7,700	8,200	
	renovations						
83000210.1	FI Retirement employee	2,132	2,132	4,100	4,200	4,300	
83000220	Payroll expense	2,966	2,966	3,500	3,600	3,700	
							parties and the same of the sa
y dere							
				Ř			
	·						

83000230.0	Insurance -dental					W	
	Total Maintenance of Plant						
	Total Maintenance of Plant	58,371	59,534	67,235	69,672	72,140	
	Community Services						
91000100.0	Parent Trainings	1 000	4 000				
1	r dient Hannigs	1,000	1,000	1,500	1,000	1,000	
91000310.2	Contract - Child Care	8,000	8,000	10,000	10,000	10,000	
	Total Community Services	9,000	9,000	11,500	11,000	11,000	
	Total expenses	4,737,434	4,931,467	5,352,997	5,572,209	6,200,269	
	TOTAL REVENUE	// 000 200	F 400 705				
		(4,888,280)	5,130,798	5,643,049	6,066,065	6,630,467	
	TOTAL EXPENSE	4,737,434	4,931,467	5,352,997	5,572,209	6,200,269	
		150,846	199,331	290,052	493,856	430,198	
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				<u>-</u>			

Exhibit 3

Our Children's Aca Prep School-Winter Haven Budget Worksheet Version 2

2016-17

2017-18

2018-19

2019-20

2020-2021

FTE 305

320

335

351

Account	Account Description	Budget	Budget	Budget	Budget	Budget
3202	Medicaid	(700,000.00)	(725,000.00)	(752,429.00)	(810,000.00)	(810,000.00)
3230	IDEA	(195,000.00)	(197,000.00)	(205,000.00)	(225,000.00)	(228,500.00)
3240	TITLE I and II	(45,000.00)	(48,000.00)	(51,000.00)	(59,000.00)	(63,000.00)
3310	FEFP	(4,460,722.00)	(4,679,090.00)	(4,845,027.00)	(5,088,108.00)	(5,088,108.00)
3336	Instructional Materials	(12,675.00)	(15,000.00)	(25,954.00)	(27,190.00)	(27,190.00)
3344	Lottery Funds	(1,290.00)	(300.00)	(238.00)	(286.00)	(1,000.00)
3354	Transportation	(359,250.00)	(370,746.00)	(386,370.00)	(400,680.00)	(400,680.00)
3431	Interest on Checking Acct	(3,817.00)	(3,500.00)	(2,789.00)	(3,346.00)	(3,500.00)
3440	Gifts, Grants & Bequests	(75,000.00)	(80,000.00)	(95,000.00)	(110,000.00)	(125,000.00)
3450	Food Services	(10,000.00)	(15,000.00)	(18,000.00)	(22,000.00)	(25,000.00)
3485	Capital Outlay	(57,028.00)	(62,000.00)	(102,943.00)	(112,936.00)	(112,936.00)
3403	Total Revenue	(5,919,781.00)	(6,133,636.00)	<u>-</u> (6,484,750.00)	(6,858,546.00)	(6,884,914.00)
	Classroom Instruction					000 507
50000120	Salary - Teacher 18 -20	798,000	821,940	863,037	859,597	899,597
50000130	Salary - Behavior Analyst	43,000	44,290	46,504	47,899	47,900
50000140	Salary - Substitute Teachers	5,000	6,000	7,000	6,000	6,000
50000150	Salary - Aides/Paras - 19-25	304,000	358,968	386,737	415,339	423,646
50000150	Salary - Aides/Para IDEA - 11-14	195,000	197,000	205,000	225,000	228,500
50000165	Salary - LPN	23,000	25,000	25,750	26,523	27,318
50000195	Florida State Retirement 9%	125,280	133,038	140,403	144,571	149,306
50000210	Payroll tax expense	106,488	113,082	119,342	122,886	126,911
50000220	Insurance - Student Health \$8.	2,440	2,560	2,680	2,808	2,808
50000230	Insurance - group	245,000	269,500	344,850	351,593	369,172
50000230	Insurance - Life	5,500	5,800	6,700	7,000	7,000

50000230	Insurance - dental	12,000	12,600	14,000	14,000	14,000
50000230	Insurance - disability	400	500	750	770	780
50000230	Workers' Compensation	25,000	27,000	30,000	32,000	32,000
50000240	Unemployment Compensation	23,000	23,500	25,000	26,000	26,000
50000250	Contract PT-3PT/1PTA\$65x5600	364,000	371,280	382,418	382,418	382,418
50000310	Contract 2CCC/2SLPA\$65x5600	364,000	371,280	382,418	382,418	382,418
50000310	Contract OT 2OTR/5COTA\$65x980	637,000	649,740	669,232	669,232	669,232
50000310	Contract Behavior Analyst	5,000	7,500	9,000	10,000	10,000
50000310	Contract Vision Teacher	1,000	1,000	1,000	1,200	1,200
50000310	Contract Social Worker	12,000	15,000	18,000	18,000	18,000
50000310	Field Trips / Fees	7,500	10,000	12,000	14,000	18,000
50000330	Computer Repairs	7,000	7,000	7,800	8,200	8,800
50000350	Supplies - Classroom 18 x \$1500	27,000	28,500	33,000	33,000	35,000
50000510	Supplies - Therapy & ART & Mus	36,000	36,000	42,000	40,000	42,000
50000510	Supplies - Behavior	30,000	35,000	38,500	38,500	39,000
50000510	Instructional Materials	50,000	70,000	60,000	65,000	70,000
50000520	Food & Snacks for Oral Motor SI	500	600	700	700	750
50000570	Classrm Equip 18 x\$2000/ART \$6000/\$	52,000	52,000	55,000	65,000	58,000
50000641	Classroom computer equipment	38,000	38,000	36,300	39,930	42,000
50000641	Tx equip PT-\$20,000.0T \$7000 SLP 10000	37,000	35,000	30,000	25,000	30,000
50000641	Software	3,000	3,300	3,630	3,993	4,392
50000690	Bank service charges	200	200	200	200	200
50000745	Substitute para	2,500	2,500	2,500	2,500	2,500
50000750	Instruction - Depreciation expense					
50000780	Therapeutic riding	6,000	6,000	7,000	7,500	10,000
50000900	Total Classroom Instruction					
		3,592,808	3,780,678	4,008,451	4,088,777	4,184,848
	Pupil Personnel Service					
61000310	Contract consultants	15,000	15,000	17,000	19,000	21,000
61000310	Contract Psychological Services	9,000	10,000	11,000	12,000	13,000
	Total Pupil Personnel Service	24,000	25,000	28,000	31,000	34,000

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	Media Services					
62000610	Library books	2,500	2,500	2,500	2,500	2,500
62000620	Audio - visual	1,000	1,000	1,000	1,000	1,000
	Total Media Services	3,500	3,500	3,500	3,500	3,500
	Curriculum Development Services					
63000100	Salary - Title I Facilitator Academic Int	erv/Re		43,000	44,290	45,619
63000100	Salary -1/2 time PreK Facilitator	,		•	28,000	30,000
63000100	Florida State Retirement			4,297	6,200	7,000
63000210	Payroll tax expense			3,652	5,000	5,150
63000230	Insurance - group			5,700	10,000	11,000
63000230	Insurance - life			35	35	35
63000230	Insurance - dental			120	150	165
63000230	Insurance - disability			-	-	-
63000230	Worker's Comp	-	-	-	-	_
63000250	Unemployment compensation	-	_	-	-	<u>-</u>
63000280	Building fund Contribution	-	-	-	_	-
63000230	Professional Services	-	-	-	-	-
63000310	Travel Reimb/Prof Training	_	_	2,500	2,500	2,500
	Curriculum Development Services			59,304	96,175	101,469
		-	-			
	Staff Development					•
64000100	Wrkhp Stipnd-teach \$150/dx 3dax x:	\$8,100	8,100	9,000	7,000	7,000
64000220	Payroll expense	-	-	-	-	-
64000310	Software Training & Support	-	-	-	-	-
64000310	Para contracted rate \$50.x5da.x30p	7,500	7,500	11,375	11,400	11,400
64000310	Professional & technical service	38,000	35,000	36,000	38,000	38,000
64000330	Travel - Conventions	15,000	15,000	20,000	22,000	22,000
64000510	Staff Development supplies	3,000	3,000	8,000	5,000	5,000
	Total Staff Development	71,600	68,600	84,375	83,400	83,400

Board

71000310	Board training	2,000	1,000	1,000	150	150
71000310	Professional Services (Legal)	35,000	25,000	25,000	10,000	10,000
71000310	Professional Services (fingerprin	6,000	6,000	7,000	6,000	6,000
71000320	Insurance - Board of Trustees	12,000	15,000	16,000	16,000	16,000
71000320	Liability/Error & Ommissions Ins	6,000	7,000	7,500	7,500	7,500
71000390	Meeting meals & Strategic Plan	2,500	2,500	2,500	2,500	2,500
71000900	Staff / Board Meetings	1,500	2,500	2,500	2,500	2,500
	Total Board	65,000	59,000	61,500	44,650	44,650
	General & Administration	02.000	05.400	9F 400	86,000	87,720
72000310	Acct. Payable, Bookkeeping & Pa	83,000	85,490	85,490	5,000	5,000
72000330	Travel Reimbursement	5,000	5,000	5,000	•	•
72000900	Reserves-5% to 5.5%	252,496	233,613	235,251	254,405	235,246
	Total General & Administration	340,496	324,103	325,741	345,405	327,966
	School Administration					
73000110	Salary - President/CEO	150,000	155,000	159,650	164,440	169,373
73000110	Salary - HR, Grants, Marketing,T	50,000	51,500	53,045	55,053	56,705
73000110	Salary - Dir Acctbilty, Test, CQI	60,000	61,800	63,654	65,564	67,531
73000160	Salary - Admin Office, market, event, 4 st:	109,683	112,973	116,362	119,853	123,448
73000135	Salary-Dir Behav Manag & Motiv	65,000	66,950	68,958	71,027	73,157
73000145	Salary - Dir Facil, Buses, Safety,	28,000	28,849	29,714	30,605	31,524
	Salary - Dir of Curric, Instruct, E	50,000	51,500	53,045	55,053	56,705
	Salary - Dir of Admission/Staffin	60,000	61,800	63,654	65,564	67,531
73000210	Florida State Retirement 9%	36,000	37,080	49,958	56,444	58,138
73000220	Payroll tax expense	43,810	45,124	42,464	47,978	49,417
73000230	Insurance - group	48,000	52,800	52,800	55,440	58,212
73000230	Insurance - life	350	350	500	600	600
73000230	Insurance - dental	1,000	1,050	1,200	1,300	1,300
73000230	Insurance - disability	-	-	-	-	-
73000330	Travel Reimbursement	17,800	18,000	18,000	11,000	11,000
73000350	Computer Repairs	5,000	5,000	5,000	6,500	6,600

73000350	Computer Purchase	30,000	30,000	20,000	30,000	35,000
73000355	Schoolwide Equip. School Sign/bench	27,705	25,000	25,000	30,000	30,000
73000360	Equipment Maintenance	8,000	8,000	8,000	8,000	8,000
73000370	Postage	2,000	2,000	2,000	3,500	4,000
73000390	Meals	5,000	5,000	5,000	5,000	6,500
73000390	Advertising	20,000	20,000	20,000	25,000	20,000
73000390	· ·					
73000390	Special Events	3,000	3,000	4,000	5,000	5,000
73000510	Supplies - Office	15,000	15,000	17,500	20,000	20,000
73000510	Supplies - computer	4,000	4,000	5,000	5,200	5,500
73000643	Office equipment	16,000	16,000	18,000	20,000	24,000
73000643	Computer Hardware	40,000	40,000	30,000	40,000	30,000
73000730	Dues and Subscriptions	5,000	5,000	5,000	5,000	5,000
73000730	Internet Services	1,250	1,250	1,250	1,250	1,250
73000730	Licenses	550	550	550	550	550
73000730	Software Maintenance fees	2,700	2,700	2,700	2,700	2,700
73000780	Admin Depreciation expense	· -	-	-	-	-
73000790	County Admin fee (believe too h	93,983	98,545	99,774	100,414	107,613
73000900	Website Fees	5,000	5,000	5,000	5,000	5,000
	Total School Administration	1,003,831	1,030,821	1,046,778	1,113,035	1,141,354
	Facilities Acquisition & Constructio	n				
74000360	Building Lease	120,000	120,000	120,000	120,000	120,000
74000360	Portable Rent	30,000	30,000	30,000	35,000	35,000
74000630	Portable installation	37,000	37,000	10,000	5,000	5,000
74000675	Non-building remodeling & renc	64,017	50,000	52,000	60,000	50,000
74000680	Remodeling and Renovations	10,000	10,000	12,000_	15,000	15,000
	Facilities Acquisition & Construction	261,017	247,000	224,000	235,000	225,000
	Fiscal Services	12.500	14.000	15,000	15,000	17,000
75000310	Accounting	13,500	14,000	11,000	12,000	12,500
75000310	Audit	7,000	10,000	11,000	12,000	,

75000730	Simplify (Medicaid data base/no	18,000	18,000	20,000	20,000	21,000
75000730	Bank fees / finance charges	850	850	850	850	850
	Total Fiscal Services	39,350	42,850	46,850	47,850	51,350
	Food Services					
76000390	Food Delivery	3,500	3,500	4,000	4,200	4,500
76000510	kitchen supplies	5,000	2,000	2,500	3,000	5,000
76000570	Snacks / Lunch/Breakfast	15,000	15,000	15,000	25,500	20,000
	Total Food Services	23,500	20,500	21,500	32,700	29,500
	Central Services					
77000310	Health dept inspection	350	350	350	350	350
77000730	Fingerprinting	7,000	7,500	8,000	8,500	9,000
	Total Central Services	7,350	7,850	8,350	8,850	9,350
	Pupil Transportation Services					
78000320	Transportation - Bus insurance	40,000	42,000	43,000	44,000	45,000
78000350	Transportation - repairs & maint	45,000	45,000	45,000	60,000	57,387
, 0000000	Bus Purchase				110,000	
78000361	Bus Lease from OCRC-5 buses	60,000	55,000	84,000	96,000	96,000
78000390	Transportation - inspections	7,500	7,500	7,500	8,000	8,500
78000450	Transportation - gas	75,000	75,000	80,000	80,000	80,000
78000510	Supplies - Transportation	30,000	25,000	20,000	18,000	15,000
78000730	License fees/drug test driver	2,500	1,500	2,000	2,500	2,500
78000780	Depreciation expense - transpor	-	-	-	-	-
78000790	Parent Pupil Transportation					
	Total Pupil Transportation Services	260,000	251,000	281,500	418,500	304,387
	Operation of Plant	,				
79000320	Insurance - Building	11,000	11,000	13,000	13,500	14,000
79000371	Telephone - Cell	5,000	5,000	5,500	6,000	6,000
79000371	Telephone - Office	7,500	7,500	8,000	8,000	8,500

				•		25.000
79000381	Water & Sewage	15,000	18,000	20,000	25,000	25,000
79000382	Garbage	5,500	5,500	6,000	6,200	6,500
79000390	Facility Maintenance - overall	5,000	5,000	5,500	6,200	6,500
79000390	Extermination	2,500	2,500	3,500	3,500	3,500
79000390	Office / School Cleaning	15,000	15,000	18,000	22,000	23,000
79000390	Outside Maintenance	3,600	3,700	3,800	4,000	4,000
79000390	Security System Monitoring	4,500	4,500	5,000	5,500	6,000
79000390	Carpet & Floor cleaning	12,000	12,500	13,000	14,000	14,000
79000430	Electric	55,000	55,000	60,000	58,000	60,000
79000510	Supplies - Cleaning	10,000	12,000	14,866	16,000	17,000
79000642	Repairs - Equipment	5,000	5,000	4,000	4,500	4,000
75000042	Total Operation of Plant	156,600	162,200	180,166	192,400	198,000
	Total Operation of the second					
	Maintenance of Plant					
81000152	Salary Maintenance Person (1FT	38,773	39,936	41,135	42,369	43,640
81000132	Supplies - Maintenance	2,500	2,500	3,000	3,303	3,500
	Repairs - Building	7,000	7,000	8,000	8,500	8,800
81000644	Non -building remodeling & renu	5,000	5,000	7,500	7,700	8,200
81000675	FI Retirement employee (9%)	3,490	2,132	4,100	4,200	4,300
83000210	Payroll expense (7.65%)	2,966	2,966	3,500	3,600	3,700
83000220		2,300	-,			
83000230	Insurance -dental	59,729	59,534	67,235	69,672	72,140
	Total Maintenance of Plant	33,723	=======================================			
	Community Services					
04000400	Parent Trainings	3,000	3,000	3,500	4,000	4,000
91000100	Contract - Child Care	8,000	8,000	10,000	10,000	10,000
91000310		11,000	11,000	13,500	14,000	14,000
	Total Community Services	11,000				
	Total expenses	5,919,781	6,093,636	6,460,750	6,824,914	6,824,914
	· ——		6 002 636	6,460,750	6,824,914	6,824,914
	TOTAL REVENUE	-5,919,781	6,093,636	0,400,730		
	TOTAL EXPENSE					

Exhibit 4

Our Children'	s A Prep School-Winter Haven	2016-17	2017-18	2018-19	2019-20	2020-2021
	sheet Version 2					
		FTE 305	320	335	351	351
			614			
Account	Account Description	Budget	Budget	Budget	Budget	Budget
3202	Medicaid	(700,000)	(725,000)	(752,429)	(810,000)	(810,000)
3230	IDEA	(195,000)	(197,000)	(205,000)	(225,000)	(228,500)
3240	TITLE I and II	(45,000)	(48,000)	(51,000)	(59,000)	(63,000)
3310	FEFP	(4,460,722)	(4,679,090)	(4,870,981)	(5,115,298)	(5,115,298)
3336	Instructional Materials					
3344	Lottery Funds					
3354	Transportation					
3431	Interest on Checking Acct	(3,817)	(3,500)	(2,789)	(3,346)	(3,500)
3440	Gifts, Grants & Bequests	(75,000)	(80,000)	(95,000)	(110,000)	(125,000)
3450	Food Services	(10,000)	(15,000)	(18,000)	(22,000)	(25,000)
3485	Capital Outlay				(112,936)	(112,936)
	Total Revenue	(5,489,539)	(5,747,590)	(5,995,199)	(6,457,580)	(6,483,234)
	Classroom Instruction					
50000120	Salary - Teacher 18 -20	798,000	821,940	863,037	859,597	899,597
50000120	Salary - Teacher 18 - 20 Salary - Behavior Analyst	43,000	44,290	46,504	47,899	47,900
50000130	Salary - Substitute Teachers	5,000	6,000	7,000	6,000	6,000
50000140	Salary - Substitute Teachers Salary - Aides/Paras - 19-25	304,000	358,968	386,737	415,339	423,646
50000150	Salary - Aides/Para IDEA - 11-14	195,000	197,000	205,000	225,000	228,500
50000150	Salary - LPN	23,000	25,000	25,750	26,523	27,318
50000105	Florida State Retirement 9%	125,280	133,038	140,403	144,571	149,306
50000133	Payroll tax expense	106,488	113,082	119,342	122,886	126,911
50000210	Insurance - Student Health \$8.	2,440	2,560	2,680	2,808	2,808
50000230	Insurance - group	245,000	269,500	344,850	351,593	369,172
50000230	Insurance - Life	5,500	5,800	6,700	7,000	7,000
50000230	Insurance - dental	12,000	12,600	14,000	14,000	14,000
50000230	Insurance - disability	400	500	750	770	780

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50000230	Workers' Compensation	25,000	27,000	30,000	32,000	32,000	
50000240	Unemployment Compensation	23,000	23,500	25,000	26,000	26,000	
50000250	Contract PT-3PT/1PTA\$65x5600	364,000	371,280	382,418	382,418	382,418	
50000310	Contract 2CCC/2SLPA\$65x5600	364,000	371,280	382,418	382,418	382,418	
50000310	Contract OT 2OTR/5COTA\$65x9800	637,000	649,740	669,232	669,232	669,232	
50000310	Contract Behavior Analyst	5,000	7,500	9,000	10,000	10,000	
50000310	Contract Vision Teacher	1,000	1,000	1,000	1,200	1,200	
50000310	Contract Social Worker	12,000	15,000	18,000	18,000	18,000	
50000310	Field Trips / Fees	7,500	10,000	12,000	14,000	18,000	
50000330	Computer Repairs	7,000	7,000	7,800	8,200	8,800	
50000350	Supplies - Classroom 18 x \$1500	27,000	28,500	28,500	33,000	35,000	
50000510	Supplies - Therapy & ART & Music	20,000	25,000	25,000	28,000	28,000	
50000510	Supplies - Behavior	15,000	20,000	20,000	27,000	27,000	
50000510	Instructional Materials	30,000	45,000	45,000	65,000	70,000	
50000520	Food & Snacks for Oral Motor SLP	500	600	700	700	750	
50000570	Classrm Equip 18 X\$2000/ART \$6000/STEM1000	32,000	47,644	40,000	55,000	58,000	
50000641	Classroom computer equipment	38,000	38,000	36,300	39,900	42,000	
50000641	Tx equip PT-\$2,000.OT \$2000 SLP 2,500.	6,500	6,500	6,500	6,500	6,500	
50000641	Software	3,000	3,300	3,630	3,993	4,392	
50000690	Bank service charges	200	200	200	200	200	
50000745	Substitute para	2,500	2,500	2,500	2,500	2,500	
50000750	Instruction - Depreciation expense						
50000780	Therapeutic riding	6,000	6,000	7,000	7,500	7,500	
50000900	Total Classroom Instruction						
		3,491,308	3,696,822	3,914,951	4,036,747	4,132,848	
-	Pupil Personnel Service						
61000310	Contract consultants	8,000	15,000	12,000	13,000	13,000	
61000310	Contract Psychological Services	9,000	10,000	11,000	12,000	12,000	-
	Total Pupil Personnel Service	17,000	25,000	23,000	25,000	25,000	
	Media Services						
62000610	Library books	500	600	650	550	600	
62000620	Audio - visual	1,000	1,000	1,000	1,000	1,000	
	Total Media Services	1,500	1,600	1,650	1,550	1,600	· · · · · · · · · · · · · · · · · · ·

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	Curriculum Development Services					
63000100	Salary - Title I Facilitator Academic Interv/Re(.5)			21,000	44,290	45,619
63000100	Salary -1/2 time PreK Facilitator			21,000	23,000	24,000
63000210	Florida State Retirement			2,145	6,200	7,000
63000220	Payroll tax expense			1,825	5,000	5,150
63000230	Insurance - group			2,750	10,000	11,000
63000230	Insurance - life			35	35	35
63000230	Insurance - dental			60	150	165
63000230	Insurance - disability			-	-	
63000240	Worker's Comp	_	-	_	-	_
63000250	Unemployment compensation	-	-	-	_	-
63000280	Building fund Contribution	-	-	-	-	-
63000310	Professional Services	-	-	-	-	-
63000330	Travel Reimb/Prof Training	-	-	500	1,000	1,000
	Total Curriculum Development Services			28,315	89,675	93,969
		•	-			
	Staff Development					
64000100	Wrkhp Stipnd-teach \$140/dx 2dax x18t	\$5,040	6,000	6,500	6,000	7,000
64000220	Payroll expense	-	-	-	-	-
64000310	Software Training & Support	-	-	-	-	-
64000310	Para contracted rate \$50.x5da.x30para	7,500	7,500	11,375	11,400	11,400
64000310	Professional & technical service	22,000	35,000	36,000	30,000	30,000
64000330	Travel - Conventions	5,000	15,000	10,000	22,000	16,000
64000510	Staff Development supplies	1,500	3,000	3,000	2,500	5,000
	Total Staff Development	41,040	66,500	66,875	71,900	69,400
	Board					
71000310	Board training	2,000	1,000	1,000	500	150
71000310	Professional Services (Legal)	30,000	25,000	25,000	25,000	25,000
71000310	Professional Services (fingerprin)	6,000	6,000	7,000	6,000	6,000
71000320	Insurance - Board of Trustees	12,000	15,000	16,000	16,000	16,000
71000320	Liability/Error & Ommissions Ins	6,000	7,000	7,500	7,500	7,500
71000390	Meeting meals & Strategic Plan	2,500	2,500	2,500	2,500	2,500

71000900	Staff / Board Meetings	1,500	2,500	2,500	2,500	2,500
	Total Board	60,000	59,000	61,500	60,000	59,650
	General & Administration					
72000310	Acct. Payable, Bookkeeping & Payroll -	83,000	85,490	85,490	86,000	87,720
72000330	Travel Reimbursement	5,000	5,000	5,000	5,000	5,000
72000900	Reserves-3%	133,822	145,373	169,061	166,991	172,589
	Total General & Administration	221,822	235,863	259,551	257,991	265,309
	School Administration					
73000110	Salary - President/CEO	90,000	92,000	95,000	97,850	99,950
73000110	Salary - HR, Grants, Marketing, Teach (.	25,000	25,750	26,600	55,053	56,705
73000110	Salary - Dir Acctbilty, Test, CQI (.5)	30,000	30,900	31,827	65,564	67,531
73000160	Salary - Admin Office, market, event, 4 staff	109,683	112,973	116,362	119,853	123,448
73000135	Salary-Dir Behav Manag & Motiv	65,000	66,950	68,958	71,027	73,157
73000145	Salary - Dir Facil, Buses, Safety,	28,000	28,849	29,714	30,605	31,524
	Salary - Dir of Curric, Instruct, Eval	50,000	51,500	53,045	55,053	56,705
	Salary - Dir of Admission/Staffings	60,000	61,800	63,654	65,564	67,531
73000210	Florida State Retirement 9%	36,000	37,080	49,958	56,444	58,138
73000220	Payroll tax expense	43,810	45,124	42,464	47,978	49,417
73000230	Insurance - group	48,000	52,800	52,800	55,440	58,212
73000230	Insurance - life	350	350	500	600	600
73000230	Insurance - dental	1,000	1,050	1,200	1,300	1,300
73000230	Insurance - disability	-	-	-	-	-
73000330	Travel Reimbursement	17,800	18,000	18,000	11,000	11,000
73000350	Computer Repairs	5,000	5,000	5,000	3,000	3,200
73000350	Computer Purchase	30,000	30,000	20,000	20,000	24,000
73000355	Schoolwide Equip. School Sign/bench.tables/B	27,705	25,000		20,000	10,000
73000360	Equipment Maintenance	8,000	8,000	8,000	8,000	5,000
73000370	Postage	2,000	2,000	2,000	3,500	4,000
73000390	Meals	5,000	5,000	5,000	5,000	6,500
73000390	Advertising	20,000	20,000	12,000	12,000	10,000
73000390					-	-
73000390	Special Events	3,000	3,000	2,000	2,500	2,500

73000510	Supplies - Office	15,000	15,000	15,000	18,000	18,000
73000510	Supplies - computer	4,000	4,000	5,000	5,200	5,500
73000643	Office equipment	16,000	16,000	15,000	18,000	18,000
73000643	Computer Hardware	25,000	25,000	20,000	25,000	30,000
73000730	Dues and Subscriptions	5,000	5,000	5,000	5,000	5,000
73000730	Internet Services	1,250	1,250	1,250	1,250	1,250
73000730	Licenses	550	550	550	550	550
73000730	Software Maintenance fees	2,700	2,700	2,700	2,700	2,700
73000780	Admin Depreciation expense	-	-	-	-	-
73000790	County Admin fee (believe too high)	93,983	98,545	99,774	100,414	107,613
73000900	Website Fees	1,200	1,200	1,200	1,300	1,400
	Total School Administration	870,031	892,371	869,556	984,745	1,010,431
	Facilities Acquisition & Construction					
74000360	Building Lease	120,000	120,000	120,000	120,000	120,000
74000360	Portable Rent	30,000	30,000	30,000	35,000	35,000
74000630	Portable installation	37,000	37,000	10,000	5,000	5,000
74000675	Non-building remodeling & renov	49,706	32,000	31,000	35,000	38,000
74000680	Remodeling and Renovations	10,000	10,000	9,000	10,000	10,000
	Total Facilities Acquisition & Construction	246,706	229,000	200,000	205,000	208,000
	Total Facilities Acquisition & Constituction	240,700	223,000	200,000	203,000	208,000
	Fiscal Services					
75000310	Accounting	13,500	14,000	15,000	15,000	17,000
75000310	Audit	7,000	10,000	11,000	12,000	12,500
75000730	Simplify (Medicaid data base/notes)	3,000	3,000	3,200	3,200	3,500
75000730	Bank fees / finance charges	850	850	850	850	850
	Total Fiscal Services	24,350	27,850	30,050	31,050	33,850
	Food Services	_				
76000390	Food Delivery	3,500	3,500	4,000	4,200	4,500
76000510	kitchen supplies	5,000	2,000	2,500	3,000	5,000
76000570	Snacks / Lunch/Breakfast	15,000	15,000	15,000	25,500	20,000
	Total Food Services	23,500	20,500	21,500	32,700	29,500

	Central Services					
77000310	Health dept inspection	350	350	350	350	350
77000730	Fingerprinting	7,000	7,500	8,000	8,500	9,000
	Total Central Services	7,350	7,850	8,350	8,850	9,350
	Pupil Transportation Services					·
78000320	Transportation - Bus insurance	40,000	42,000	43,000	44,000	45,000
78000350	Transportation - repairs & maint	45,000	45,000	45,000	60,000	57,387
	Bus Purchase				110,000	
78000361	Bus Lease from OCRC-5 buses	60,000	60,000	60,000	60,000	60,000
78000390	Transportation - inspections	7,500	7,500	7,500	8,000	8,500
78000450	Transportation - gas	75,000	75,000	80,000	80,000	80,000
78000510	Supplies - Transportation	29,603	25,000	20,000	18,000	15,000
78000730	License fees/drug test driver	2,500	1,500	2,000	2,500	2,500
78000780	Depreciation expense - transportation	-	-	-	-	-
78000790	Parent Pupil Transportation					
	Total Pupil Transportation Services	259,603	256,000	257,500	382,500	268,387
	Operation of Plant					
79000320	Insurance - Building	11,000	11,000	13,000	13,500	14,000
79000371	Telephone - Cell	5,000	5,000	5,500	6,000	6,000
79000371	Telephone - Office	7,500	7,500	8,000	8,000	8,500
79000381	Water & Sewage	15,000	18,000	19,000	25,000	25,000
79000382	Garbage	5,500	5,500	5,500	6,200	6,500
79000390	Facility Maintenance - overall	5,000	5,000	5,000	5,000	6,500
79000390	Extermination	2,500	2,500	2,500	3,500	3,500
79000390	Office / School Cleaning	15,000	15,000	16,000	17,000	17,000
79000390	Outside Maintenance	3,600	3,700	3,800	4,000	4,000
79000390	Security System Monitoring	4,500	4,500	4,500	5,500	6,000
79000390	Carpet & Floor cleaning	10,000	10,000	10,000	14,000	14,000
79000430	Electric	55,000	55,000	60,000	58,000	60,000
79000510	Supplies - Cleaning	10,000	11,000	14,866	16,000	17,000
79000642	Repairs - Equipment	5,000	5,000	4,000	4,500	4,000
	Total Operation of Plant	154,600	158,700	171,666	186,200	192,000

	Maintenance of Plant					
81000152	Salary Mainten/Cust Person (1FT; 1PT)	38,773	39,936	41,135	42,369	43,640
81000510	Supplies - Maintenance	2,500	2,500	3,000	3,303	3,500
81000644	Repairs - Building	7,000	7,000	8,000	8,500	8,800
81000675	Non -building remodeling & renovation	5,000	5,000	7,500	7,700	6,000
83000210	FI Retirement employee (9%)	3,490	2,132	4,100	4,200	4,300
83000220	Payroll expense (7.65%)	2,966	2,966	3,500	3,600	3,700
83000230	Insurance -dental					
	Total Maintenance of Plant	59,729	59,534	67,235	69,672	69,940
	Community Services					
91000100	Parent Trainings	3,000	3,000	3,500	4,000	4,000
91000310	Contract - After School Program	8,000	8,000	10,000	10,000	10,000
	Total Community Services	11,000	11,000	13,500	14,000	14,000
	Total expenses	5,489,539	5,747,590	5,995,199	6,457,580	6,483,234
	TOTAL REVENUE	(5,489,539)	5,747,590	5,995,199	6,457,580	6,483,234

Exhibit 5

Our Children's & Prep School-Winter Haven Budget Worksheet Version 2

2016-17

2017-18

2018-19

2019-20

2020-2021

FTE 305

320

335

351

				·		
Account	Account Description	Budget	Budget	Budget	Budget	Budget
3202	Medicaid	(700,000)	(725,000)	(752,429)	(810,000)	(810,000)
3230	IDEA	(195,000)	(197,000)	(205,000)	(225,000)	(228,500)
3240	TITLE I and II	(45,000)	(48,000)	(51,000)	(59,000)	(63,000)
3310	FEFP	(4,460,722)	(4,679,090)	(4,870,981)	(5,115,298)	(5,115,298)
3336	Instructional Materials	a de la composición				
3344	Lottery Funds	E				
3354	Transportation					
3431	Interest on Checking Acct	(3,817)	(3,500)	(2,789)	(3,346)	(3,500)
3440	Gifts, Grants & Bequests	(75,000)	(80,000)	(95,000)	(110,000)	(125,000)
3450	Food Services	(10,000)	(15,000)	(18,000)	(22,000)	(25,000)
3485	Capital Outlay				(112,936)	(112,936)
	Total Revenue	(5,489,539)	(5,747,590)	(5,995,199) =	(6,457,580)	(6,483,234)
	Classroom Instruction					
50000120	Salary - Teacher 18 -20	798,000	821,940	863,037	859,597	899,597
50000130	Salary - Behavior Analyst	43,000	44,290	46,504	47,899	47,900
50000140	Salary - Substitute Teachers	5,000	6,000	7,000	6,000	6,000
50000150	Salary - Aides/Paras - 19-25	304,000	358,968	386,737	415,339	423,646
50000150	Salary - Aides/Para IDEA - 11-14	195,000	197,000	205,000	225,000	228,500
50000165	Salary - LPN	23,000	25,000	25,750	26,523	27,318
50000195	Florida State Retirement 9%	125,280	133,038	140,403	144,571	149,306
50000210	Payroll tax expense	106,488	113,082	119,342	122,886	126,911
50000220	Insurance - Student Health \$8.	2,440	2,560	2,680	2,808	2,808
50000230	Insurance - group	245,000	269,500	344,850	351,593	369,172
50000230	Insurance - Life	5,500	5,800	6,700	7,000	7,000
50000230	Insurance - dental	12,000	12,600	14,000	14,000	14,000
50000230	Insurance - disability	400	500	750	770	780

50000230	Workers' Compensation	25,000	27,000	30,000	32,000	32,000
50000240	Unemployment Compensation	23,000	23,500	25,000	26,000	26,000
50000250		364,000	371,280	382,418	382,418	382,418
50000310		364,000	371,280	382,418	382,418	382,418
50000310		637,000	649,740	669,232	669,232	669,232
50000310		5,000	7,500	9,000	10,000	10,000
50000310		1,000	1,000	1,000	1,200	1,200
50000310		12,000	15,000	18,000	18,000	18,000
50000310	Field Trips / Fees	7,500	10,000	12,000	14,000	18,000
50000330	Computer Repairs	7,000	7,000	7,800	8,200	8,800
50000350	Supplies - Classroom 18 x \$1500	27,000	28,500	28,500	33,000	35,000
50000510	Supplies - Therapy & ART & Music	20,000	25,000	25,000	28,000	28,000
50000510	Supplies - Behavior	15,000	20,000	20,000	27,000	27,000
50000510	Instructional Materials	30,000	45,000	45,000	65,000	70,000
50000520	Food & Snacks for Oral Motor SLP	500	600	700	700	750
50000570	Classrm Equip 18 x\$2000/ART \$6000/STEM10000	32,000	47,644	40,000	55,000	58,000
50000641	Classroom computer equipment	38,000	38,000	36,300	39,900	42,000
50000641	Tx equip PT-\$2,000.0T \$2000 SLP 2,500.	6,500	6,500	6,500	6,500	6,500
50000641	Software	3,000	3,300	3,630	3,993	4,392
50000690	Bank service charges	200	200	200	200	200
50000745	Substitute para	2,500	2,500	2,500	2,500	2,500
50000750	Instruction - Depreciation expense					
50000780	Therapeutic riding	6,000	6,000	7,000	7,500	7,500
50000900	Total Classroom Instruction					
		3,491,308	3,696,822	3,914,951	4,036,747	4,132,848
	Pupil Personnel Service					
61000310	Contract consultants	8,000	15,000	12,000	13,000	13,000
61000310	Contract Psychological Services	9,000	10,000	11,000	12,000	12,000
	Total Pupil Personnel Service	17,000	25,000	23,000	25,000	25,000
	Media Services					
62000610	Library books	500	600	650	550	600
62000620	Audio - visual	1,000	1,000	1,000	1,000	1,000
	Total Media Services	•			· · · · · · · · · · · · · · · · · · ·	

	Curriculum Development Services					
63000100	Salary - Title Facilitator Academic Interv/Re(.5)			21,000	44,290	45,619
63000100	Salary -1/2 time PreK Facilitator				23,000	24,000
63000210	Florida State Retirement			2,145	6,200	7,000
63000220	Payroll tax expense			1,825	5,000	5,150
63000230	Insurance - group			2,750	10,000	11,000
63000230	Insurance - life			35	35	35
63000230	Insurance - dental			60	150	165
63000230	Insurance - disability			-	-	-
63000240	Worker's Comp		-	-	-	-
63000250	Unemployment compensation	-	-	-	-	-
63000280	Building fund Contribution	-	-	-	-	-
63000310	Professional Services	-	-	-	-	-
63000330	Travel Reimb/Prof Training	-	-	500	1,000	1,000
	Total Curriculum Development Services			28,315	89,675	93,969
	-	-	-			
	Staff Development					
64000100	Wrkhp Stipnd-teach \$140/dx 2dax x18t	\$5,040	6,000	6,500	6,000	7,000
64000220	Payroll expense	-	-	-	-	-
64000310	Software Training & Support	-	-	-	-	-
64000310	Para contracted rate \$50.x5da.x30para	7,500	7,500	11,375	11,400	11,400
64000310	Professional & technical service	22,000	35,000	36,000	30,000	30,000
64000330	Travel - Conventions	5,000	15,000	10,000	22,000	16,000
64000510	Staff Development supplies	1,500	3,000	3,000	2,500	5,000
	Total Staff Development	41,040	66,500	66,875	71,900	69,400
	Board					
71000310		2.000	1 000	1 000	F00	450
71000310	Board training	2,000	1,000	1,000	500	150
71000310	Professional Services (Legal)	30,000	25,000	25,000	25,000	25,000
	Professional Services (fingerprin)	6,000	6,000	7,000	6,000	6,000
71000320	Insurance - Board of Trustees	12,000	15,000	16,000	16,000	16,000
71000320 71000390	Liability/Error & Ommissions Ins	6,000	7,000	7,500	7,500	7,500
	Meeting meals & Strategic Plan	2,500	2,500	2,500	2,500	2,500

71000900	Staff / Board Meetings	1,500	2,500	2,500	2,500	2,500
	Total Board	60,000	59,000	61,500	60,000	59,650
	General & Administration					
72000310	General & Administration	83,000	85,490	85,490	86,000	87,720
72000330	Travel Reimbursement	5,000	5,000	5,000	5,000	5,000
72000900	Reserves-3%	133,822	145,373	169,061	166,991	172,589
, 2000300	Total General & Administration	221,822	235,863	259,551	257,991	265,309
	-					
	School Administration					
73000110	Salary - President/CEO	90,000	92,000	95,000	97,850	99,950
73000110	Salary - HR, Grants, Marketing, Teach (.5)	25,000	25,750	26,600	55,053	56,705
73000110	Salary - Dir Acctbilty, Test, CQI (.5)	30,000	30,900	31,827	65,564	67,531
73000160	Salary - Admin Office, market, event, 4 staff	109,683	112,973	116,362	119,853	123,448
73000135	Salary-Dir Behav Manag & Motiv	65,000	66,950	68,958	71,027	73,157
73000145	Salary - Dir Facil, Buses, Safety,	28,000	28,849	29,714	30,605	31,524
	Salary - Dir of Curric, Instruct, Eval	50,000	51,500	53,045	55,053	56,705
	Salary - Dir of Admission/Staffings	60,000	61,800	63,654	65,564	67,531
73000210	Florida State Retirement 9%	36,000	37,080	49,958	56,444	58,138
73000220	Payroil tax expense	43,810	45,124	42,464	47,978	49,417
3000230	Insurance - group	48,000	52,800	52,800	55,440	58,212
3000230	Insurance - life	350	350	500	600	600
73000230	Insurance - dental	1,000	1,050	1,200	1,300	1,300
3000230	Insurance - disability	-	· -	-	-	-
73000330	Travel Reimbursement	17,800	18,000	18,000	11,000	11,000
3000350	Computer Repairs	5,000	5,000	5,000	3,000	3,200
3000350	Computer Purchase	30,000	30,000	20,000	20,000	24,000
73000355	Schoolwide Equip. School Sign/bench.tables/BBQ	27,705	25,000		20,000	10,000
3000360	Equipment Maintenance	8,000	8,000	8,000	8,000	5,000
73000370	Postage	2,000	2,000	2,000	3,500	4,000
3000390	Meals	5,000	5,000	5,000	5,000	6,500
73000390	Advertising	20,000	20,000	12,000	12,000	10,000
73000390	-	•	•	•		,
3000390	Special Events	3,000	3,000	2,000	2,500	2,500

72000510	Counting Office	45.000	45.000	4= 000		
73000510	Supplies - Office	15,000	15,000	15,000	18,000	18,000
73000510	Supplies - computer	4,000	4,000	5,000	5,200	5,500
73000643	Office equipment	16,000	16,000	15,000	18,000	18,000
73000643	Computer Hardware	25,000	25,000	20,000	25,000	30,000
73000730	Dues and Subscriptions	5,000	5,000	5,000	5,000	5,000
73000730	Internet Services	1,250	1,250	1,250	1,250	1,250
73000730	Licenses	550	550	550	550	550
73000730	Software Maintenance fees	2,700	2,700	2,700	2,700	2,700
73000780	Admin Depreciation expense	-	-	-	-	-
73000790	County Admin fee (believe too high)	93,983	98,545	99,774	100,414	107,613
73000900	Website Fees	1,200	1,200	1,200	1,300	1,400
4	Total School Administration	870,031	892,371	869,556	984,745	1,010,431
	Facilities Acquisition & Construction					
74000360	Building Lease	120,000	120,000	120,000	120,000	120,000
74000360	Portable Rent	30,000	30,000	30,000	35,000	35,000
74000630	Portable installation	37,000	37,000	10,000	5,000	5,000
74000675	Non-building remodeling & renov	49,706	32,000	31,000	35,000	38,000
74000680	Remodeling and Renovations	10,000	10,000	9,000	10,000	10,000
	Total Facilities Acquisition & Construction	246,706	229,000	200,000	205,000	208,000
	Fiscal Services					
75000310	Accounting	13,500	14,000	15,000	15,000	17,000
75000310	Audit	7,000	10,000	11,000	12,000	12,500
75000730	Simplify (Medicaid data base/notes)	3,000	3,000	3,200	3,200	3,500
75000730	Bank fees / finance charges	850	850	850	850	850
	Total Fiscal Services	24,350	27,850	30,050	31,050	33,850
4	Food Services					
76000390		2 500	2 500	4.000	4 200	4 500
	Food Delivery	3,500	3,500	4,000	4,200	4,500
76000510	kitchen supplies	5,000	2,000	2,500	3,000	5,000
76000570	Snacks / Lunch/Breakfast	15,000	15,000	15,000	25,500	20,000
	Total Food Services	23,500	20,500	21,500	32,700	29,500

	Central Services					
77000310	Health dept inspection	350	350	350	350	350
77000730	Fingerprinting	7,000	7,500	8,000	8,500	9,000
	Total Central Services =	7,350	7,850	8,350	8,850	9,350
	Pupil Transportation Services					
78000320	Transportation - Bus insurance	40,000	42,000	43,000	44,000	45,000
78000350	Transportation - repairs & maint	45,000	45,000	45,000	60,000	57,387
	Bus Purchase	,	,	,,,,,,,	110,000	37,337
78000361		60,000	60,000	60,000	60,000	60,000
78000390	Transportation - inspections	7,500	7,500	7,500	8,000	8,500
78000450	Transportation - gas	75,000	75,000	80,000	80,000	80,000
78000510	Supplies - Transportation	29,603	25,000	20,000	18,000	15,000
78000730	License fees/drug test driver	2,500	1,500	2,000	2,500	2,500
78000780	Depreciation expense - transportation	-	-	, -	, -	-
78000790	Parent Pupil Transportation					
	Total Pupil Transportation Services	259,603	256,000	257,500	382,500	268,387
	=	259,603	256,000	257,500	382,500	268,387
	Operation of Plant		256,000	257,500	382,500	268,387
79000320	Operation of Plant Insurance - Building	11,000	11,000	257,500 13,000	382,500 13,500	268,387 14,000
79000371	Operation of Plant Insurance - Building Telephone - Cell	11,000 5,000				
79000371 79000371	Operation of Plant Insurance - Building Telephone - Cell Telephone - Office	11,000	11,000	13,000	13,500	14,000
79000371 79000371 79000381	Operation of Plant Insurance - Building Telephone - Cell	11,000 5,000	11,000 5,000	13,000 5,500	13,500 6,000	14,000 6,000
79000371 79000371 79000381 79000382	Operation of Plant Insurance - Building Telephone - Cell Telephone - Office	11,000 5,000 7,500	11,000 5,000 7,500	13,000 5,500 8,000	13,500 6,000 8,000	14,000 6,000 8,500
79000371 79000371 79000381	Operation of Plant Insurance - Building Telephone - Cell Telephone - Office Water & Sewage	11,000 5,000 7,500 15,000	11,000 5,000 7,500 18,000	13,000 5,500 8,000 19,000	13,500 6,000 8,000 25,000	14,000 6,000 8,500 25,000
79000371 79000371 79000381 79000382	Operation of Plant Insurance - Building Telephone - Cell Telephone - Office Water & Sewage Garbage	11,000 5,000 7,500 15,000 5,500	11,000 5,000 7,500 18,000 5,500	13,000 5,500 8,000 19,000 5,50 0	13,500 6,000 8,000 25,000 6,200	14,000 6,000 8,500 25,000 6,500
79000371 79000371 79000381 79000382 79000390	Operation of Plant Insurance - Building Telephone - Cell Telephone - Office Water & Sewage Garbage Facility Maintenance - overall	11,000 5,000 7,500 15,000 5,500 5,000	11,000 5,000 7,500 18,000 5,500 5,000	13,000 5,500 8,000 19,000 5,500 5,000	13,500 6,000 8,000 25,000 6,200 5,000	14,000 6,000 8,500 25,000 6,500
79000371 79000371 79000381 79000382 79000390 79000390	Operation of Plant Insurance - Building Telephone - Cell Telephone - Office Water & Sewage Garbage Facility Maintenance - overall Extermination	11,000 5,000 7,500 15,000 5,500 5,000 2,500	11,000 5,000 7,500 18,000 5,500 5,000 2,500	13,000 5,500 8,000 19,000 5,500 5,000 2,500	13,500 6,000 8,000 25,000 6,200 5,000 3,500	14,000 6,000 8,500 25,000 6,500 6,500 3,500
79000371 79000371 79000381 79000382 79000390 79000390	Operation of Plant Insurance - Building Telephone - Cell Telephone - Office Water & Sewage Garbage Facility Maintenance - overall Extermination Office / School Cleaning	11,000 5,000 7,500 15,000 5,500 5,000 2,500 15,000	11,000 5,000 7,500 18,000 5,500 5,000 2,500 15,000	13,000 5,500 8,000 19,000 5,500 5,000 2,500 16,000	13,500 6,000 8,000 25,000 6,200 5,000 3,500 17,000	14,000 6,000 8,500 25,000 6,500 6,500 3,500 17,000
79000371 79000371 79000381 79000382 79000390 79000390 79000390	Operation of Plant Insurance - Building Telephone - Cell Telephone - Office Water & Sewage Garbage Facility Maintenance - overall Extermination Office / School Cleaning Outside Maintenance	11,000 5,000 7,500 15,000 5,500 5,000 2,500 15,000 3,600	11,000 5,000 7,500 18,000 5,500 5,000 2,500 15,000 3,700	13,000 5,500 8,000 19,000 5,500 5,000 2,500 16,000 3,800	13,500 6,000 8,000 25,000 6,200 5,000 3,500 17,000 4,000	14,000 6,000 8,500 25,000 6,500 6,500 3,500 17,000 4,000
79000371 79000371 79000381 79000382 79000390 79000390 79000390 79000390	Operation of Plant Insurance - Building Telephone - Cell Telephone - Office Water & Sewage Garbage Facility Maintenance - overall Extermination Office / School Cleaning Outside Maintenance Security System Monitoring	11,000 5,000 7,500 15,000 5,500 5,000 2,500 15,000 3,600 4,500	11,000 5,000 7,500 18,000 5,500 5,000 2,500 15,000 3,700 4,500	13,000 5,500 8,000 19,000 5,500 5,000 2,500 16,000 3,800 4,500	13,500 6,000 8,000 25,000 6,200 5,000 3,500 17,000 4,000 5,500	14,000 6,000 8,500 25,000 6,500 3,500 17,000 4,000 6,000
79000371 79000381 79000382 79000390 79000390 79000390 79000390 79000390 79000390	Operation of Plant Insurance - Building Telephone - Cell Telephone - Office Water & Sewage Garbage Facility Maintenance - overall Extermination Office / School Cleaning Outside Maintenance Security System Monitoring Carpet & Floor cleaning	11,000 5,000 7,500 15,000 5,500 5,000 2,500 15,000 3,600 4,500 10,000	11,000 5,000 7,500 18,000 5,500 5,000 2,500 15,000 3,700 4,500 10,000	13,000 5,500 8,000 19,000 5,500 5,000 2,500 16,000 3,800 4,500 10,000	13,500 6,000 8,000 25,000 6,200 5,000 3,500 17,000 4,000 5,500 14,000	14,000 6,000 8,500 25,000 6,500 3,500 17,000 4,000 6,000 14,000

5,000

154,600

Total Operation of Plant

5,000

158,700

4,000

171,666

4,500

186,200

4,000

192,000

79000642

Repairs - Equipment

	Maintenance of Plant					
81000152	Salary Mainten/Cust Person (1FT; 1PT)	38,773	39,936	41,135	42,369	43,640
81000510	Supplies - Maintenance	2,500	2,500	3,000	3,303	3,500
81000644	Repairs - Building	7,000	7,000	8,000	8,500	8,800
81000675	Non -building remodeling & renovations	5,000	5,000	7,500	7,700	6,000
83000210	Fl Retirement employee (9%)	3,490	2,132	4,100	4,200	4,300
83000220	Payroll expense (7.65%)	2,966	2,966	3,500	3,600	3,700
83000230	Insurance -dental					
	Total Maintenance of Plant =	59,729	59,534	67,235	69,672	69,940
	Community Services					
91000100	Parent Trainings	3,000	3,000	3,500	4,000	4,000
91000310	Contract - After School Program	8,000	8,000	10,000	10,000	10,000
	Total Community Services	11,000	11,000	13,500	14,000	14,000
	Total expenses =	5,489,539	5,747,590	5,995,199	6,457,580	6,483,234
	TOTAL REVENUE	(5,489,539)	5,747,590	5,995,199	6,457,580	6,483,234

Exhibit 6



School Board of Polk County

P.O. BOX 391 BARTOW, FLORIDA 33831

(863) 534-0500

1915 SOUTH FLORAL AVENUE BARTOW, FLORIDA 33830

The Office of Charter Schools

Melissa Brady Director (863) 534-0625 **MEMORANDUM**

To:

2015 Charter Applicants

From:

Melissa Brady, Director—Office of Charter Schools

Date:

April 16, 2015

Re:

Amendments to Charter Applications

Polk County Schools an equal opportunity institution for education and employment The Polk County School Board Charter Policy states that charter school applications will be accepted from June 1, 2015 through August 1, 2015. (Due to district offices being closed on the 1st, applications will be accepted no later 5:00 p.m. on August 3, 2015.) A charter applicant may submit a draft application for review and or comment prior to submitting a final charter school application by the August 3, 2015 deadline (please refer to Charter Legislation FS 1002.33).

With regards to the submission of revisions or amendments to the charter school applications submitted on or before August 3, 2015, the Florida Charter Schools Standard Application clearly states the topics that must be addressed in the charter school application. In addition, an orientation packet was provided by the Office of Charter Schools to any applicant who requested information regarding the application process in Polk County. This packet included a detailed rubric that clearly states how the application will be evaluated.

The charter review committee may raise specific questions in its review process that clarify a particular point in the application. These specific questions and answers will be considered as part of the superintendent's review and decision making process. If the charter review committee identifies sections of the application that are missing, inaccurate or incomplete; additional submittals to address these deficiencies will not be considered as part of the review process.

Thank you for your submittal to the Polk County School Board. The charter review committee's review process will be completed and the committee's responses will be forwarded to you as part of the review process. A recommendation to the superintendent will be made at a work session within the 60-day period. You may attend that work session if you choose to do so, but there is no time set aside for charter school applicants to address the school board. However, the school board may elect to ask you questions during this presentation.

Please feel free to contact the Office of Charter Schools if you have any questions or need further information.