

**FLORIDA CHARTER SCHOOL APPEAL COMMISSION
APPEAL FROM THE APPROVAL OF A
CONVERSION CHARTER APPLICATION
BY THE FLORIDA CHARTER SCHOOL REVIEW COMMISSION**

THE SCHOOL BOARD OF ALACHUA
COUNTY, FLORIDA,

Appellant,

v.

CASE NO.: 2025-4282

NEWBERRY COMMUNITY SCHOOL, INC.,

Appellee.

APPELLEE'S ANSWER BRIEF

Respectfully submitted,



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STATEMENT OF THE CASE AND FACTS

Introduction and Background

The key issues before the Florida Charter School Appeal Commission are: (1) whether the April 2024 vote to convert Newberry Elementary School into a public charter school succeeded, and (2) whether the Charter School Review Commission’s (CSRC) unanimous approval of the charter application was supported by competent, substantial evidence (the Letter of Approval attached hereto as Exhibit A). Appellee, Newberry Community School, Inc., will operate the School as a conversion charter school under a contract with Appellant, the Alachua County School Board, pending the outcome of this appeal. This Commission’s task is to determine if the CSRC’s approval is supported by competent, substantial evidence—not to reconsider potential alternate findings. In contrast to the denial of a charter application, the *approval* of a charter application does not require an express finding of good cause (the “Approval Letter,” attached hereto as Exhibit A). This distinction guides the Commission’s review process. *See* § 1002.33(3), Fla. Stat.; R. 6A-6.0792, Fla. Admin. Code.

Procedural Background

In April 2024, the School voted to convert the School into a public charter school (the “Vote”) pursuant to Section 1002.33(3)(b), Florida Statutes (2024), which requires “[a]n application submitted proposing to convert an existing public school to a charter school [to] demonstrate the support of at least 50 percent of the teachers employed at the school and 50 percent of the parents voting whose children are enrolled at the school.” (emphasis supplied). The parent vote passed 149-125.

Of the 44 teachers employed at the School, however, a total of 43 votes were counted, 22 of which supported conversion. Despite these official results, it is worth noting that a 44th vote in

favor of conversion was cast in the teachers' ballot box, indicating that all 44 teachers voted, and 23 supported the conversion. This 44th teacher vote was erroneously invalidated as improperly cast, however, by the Alachua County Supervisor of Elections. As a result, the invalidated vote defaulted to a vote *against* conversion, and the teachers' vote ultimately reflected an evenly split result of 22-22. Appellant compounded the error in throwing out a teacher's vote by immediately announcing that the Vote had failed under Rule 6A-.0787, Florida Administrative Code (2022) (the "Ballot Rule"), which conflicted with the underlying statute and required "a majority" of teachers employed at the school to vote in favor of conversion. Due to the conflict between section 1002.33(3)(b), Florida Statutes (2024), and the Ballot Rule regarding teacher vote requirements, Appellee sought guidance from the Florida Department of Education ("FLDOE"). In a May 6, 2024, email from then Chancellor Adam Miller, the FLDOE confirmed the statute's "at least 50 percent" standard governs, and the Vote thus demonstrated the requisite teacher support.

On November 26, 2024, Appellee properly submitted its charter application (the "Application," attached hereto as Exhibit B) to the Florida Charter Institute (the "FCI") in accordance with Rule 6A-6.0792(4), Florida Administrative Code. Before the FCI's review, Appellant sent a December 16, 2024, letter to the CSRC, arguing that the Application should be denied for failing to demonstrate teacher support as required under the Ballot Rule (the letter and its aggregate exhibits are attached hereto as Exhibit C). Appellant also provided written input to the FCI. After a capacity interview on January 16, 2025 (transcripts attached hereto as Exhibit D), and an extensive review, the FCI formally recommended that the CSRC approve the Application on January 23, 2025 (attached hereto as Exhibit E). Notably, Appellant submitted its input to the FCI as a part of the FCI's evaluation process, which identified all ninety-two "concerns" Appellant reiterates before this Commission (attached hereto as Exhibit F).

The CRSC then met on February 26, 2025, to consider the Application (transcript attached hereto as Exhibit G). At that meeting, FLDOE Assistant General Counsel Jim Richmond advised the CSRC that the Department's position was that the CRSC should resolve the vote question in favor of the School. The CSRC ultimately proceeded with the meeting and allowed Appellant to present many of its arguments, both through counsel and a school board representative. Despite such arguments, the CRSC voted unanimously to approve the Application at the conclusion of the meeting. Written notice of such approval was provided to Appellant on March 10, 2025.

In response, Appellant delivered a letter dated March 26, 2025, to the State Board of Education requesting that the CSRC's approval of the Application be overturned or, alternatively, that Appellant be permitted to appeal the CSRC's approval under Section 1002.33(6), Florida Statutes, and Rule 6A-6.0781, Florida Administrative Code. On April 2, 2025, FLDOE granted the request to file an appeal. Appellant then filed this appeal with the FLDOE Agency Clerk on April 30, 2025. Thereafter, on May 8, 2025, Appellee filed a Motion to Dismiss for Lack of Jurisdiction (the "Motion to Dismiss") with this Commission in accordance with Rule 6A-6.0781(3)(a), Florida Administrative Code (attached hereto as Exhibit H). In the interim, Appellant approved the Charter Contract at a public meeting on June 9, 2025 (attached hereto as Exhibit I), conditioned on the outcome of this appeal.

On July 10, 2025, this Commission entered a Case Management Order directing Appellee to file an Answer Brief within thirty days of the date thereof. Pursuant to the Case Management Order, the Motion to Dismiss shall be held in abeyance pending this Commission's review of this appeal, and Appellee's filing of this Answer Brief does not constitute a waiver of its Motion to Dismiss. Accordingly, while expressly reserving the arguments raised in its Motion to Dismiss

and without waiving any of the same, Appellee now files this Answer Brief as directed by the Case Management Order pursuant to Rule 6A-6.0781(1)(c), Florida Administrative Code.

SUMMARY OF ARGUMENT

This Commission should recommend that the State Board of Education affirm the CSRC's approval of the Application on the grounds that the Vote was successful under the plain language of Section 1002.33(3)(b), Florida Statutes (2024), and that the CSRC relied upon competent, substantial evidence in unanimously approving the Application.

First, the CSRC properly concluded the vote to convert was successful under section 1002.33(3)(b), Florida Statutes. The previous version of the Ballot Rule conflicted with the underlying statute, and FLDOE expressly acknowledged as much by amending the Ballot Rule prior to the CSRC's decision. The CSRC's adherence to the statute, under advice of FLDOE counsel, was not only legally appropriate but required under long standing legal precedent.¹ After hearing arguments from both Appellant and Appellee and considering the recommendation of FDOE's counsel, the CSRC correctly determined that the Vote met the statutory threshold for approval. This Commission should therefore affirm the CSRC's conclusion that the Vote demonstrated the requisite support for conversion.

Second, the CSRC's approval of the application must be upheld because it is supported by competent and substantial evidence. The CSRC's approval of the Application was the result of a thorough and balanced review, including the FCI's written evaluation, Appellee's oral

¹ See *Canal Ins. Co. v. Continental Cas. Co.*, 489 So. 2d 136, 138 (Fla. 2d DCA 1986) (“When any conflict exists between the statute and the regulation, the statute, of course, controls.”); *Fla. Dep’t of Revenue v. A. Duda & Sons, Inc.*, 608 So. 2d 881, 884 (Fla. 5th DCA 1992) (“In the event of a conflict between a statute and an administrative regulation on the same subject, the statute governs.”); *Phillips v. Leon Cty. Public Works*, 277 So. 3d 1076, 1080 (Fla. 1st DCA 2019) (“when an administrative rule conflicts with the enabling statute, the statute will control.”).

presentations, and Appellant’s written and oral input. The record reflects that the Application demonstrates a strong academic plan grounded in research-based practices, a STEAM-focused curriculum emphasizing project-based learning, and a governance structure including experts in law, HR, business, and education. The Application also details meaningful community partnerships, particularly with the City of Newberry, which offer financial and operational support and present a realistic, thoughtfully developed financial plan to support the School’s growth. The FCI and the CSRC properly weighed this evidence and concluded that the Application satisfies the statutory criteria for approval.

Appellant’s argument that the Application could not have been supported by competent, substantial evidence simply because Appellant has “at least ninety-two concerns” (Initial Brief 9) erroneously rests upon the wrong legal standard. The presence of objections, no matter how numerous, does not defeat a finding supported by competent, substantial evidence. Further, many of Appellant’s “concerns” are legally deficient, factually incorrect, or both. The FCI explicitly considered the Appellant’s objections and concluded that neither individually nor collectively established good cause for denial. Appellant now asks this Commission to reweigh the evidence and substitute its judgment for that of the CSRC, which is not permitted. The role of this Commission is limited to assessing whether the CSRC’s approval is supported by competent and substantial evidence. The record on appeal clearly indicates that the approval is supported as such, and therefore, the Commission must affirm that decision.

STANDARD OF REVIEW

To the extent this Commission reviews whether the Vote was successful under section 1002.33(3)(b), Florida Statutes (2024), such review is a question of statutory interpretation, subject to de novo review. *See Crapo v. Univ. Cove Partners, Ltd.*, 298 So. 3d 697, 700 (Fla. 1st DCA

2020) (“An issue of statutory interpretation is also reviewed de novo.”). To the extent this Commission then reviews whether the Vote was successful under section 1002.33(3)(b), Florida Statutes (2024), such review is purely an application of law, likewise subject to de novo review. *See Fortune v. Gulf Coast Tree Care, Inc.*, 148 So. 3d 827, 828 (Fla. 1st DCA 2014).

To the extent this Commission reviews the CSRC’s approval of the Application itself, the FLDOE has instructed that such review shall be governed by section 1002.33(6)(c)-(e), Florida Statutes (2024). However, these statutory provisions provide the process under which a charter school *applicant* can appeal a *denial* of a charter application. In fact, Rule 6A-6.0781, Florida Administrative Rules, the State Board of Education rule providing “[t]he procedures for filing and reviewing all appeals to the State Board of Education under provisions of Section 1002.33(6), F.S.,” is titled “Procedures for Appealing a District School Board Decision Denying Application for Charter School.” In contrast, this appeal involves a *sponsor* appealing a charter application’s *approval*—a case of first impression for this Commission. As such, the standard of review in this appeal differs from that of a typical appeal to this Commission.

Under Section 1002.3301(2), Florida Statutes (2024), the CSRC “has the same powers and duties as sponsors pursuant to s. 1002.33 in regard to reviewing and approving charter schools.” In turn, Section 1002.33(6)(b)(2), Florida Statutes (2024), provides in part, that a sponsor *denying* a charter application must “articulate in writing the specific reasons, based upon good cause, supporting its denial of the application.” Therefore, unless the CSRC found good cause to deny the Application, *i.e.*, “a legally sufficient reason,” it was *required* to approve the Application. *Sch. Bd. of Osceola Cty. v. UCP of Cent. Fla.*, 905 So. 2d 909, 914 (Fla. 5th DCA 2005).

Because Rule 6A-6.0781, Florida Administrative Code, provide the process for appealing a charter application *denial*, it requires this Commission to review only the “reasons for denial

identified in the district school board’s notice of denial” and determine if good cause exists. If such “reasons for denial” do not constitute “good cause,” the denial must be reversed. In this case, however, the Application was *approved*, and no “reasons for denial” or “notice of denial” exists. Therefore, Appellant’s argument—that this Commission should reverse the CSRC’s approval based of allegedly good cause identified by Appellant—is misplaced and erroneously applies the incorrect standard under which a charter application *denial* is reviewed. Where this Commission’s review of a *denial* is limited only to the “good cause” supporting such denial, its review of an *approval* is limited only to the evidence supporting such approval.

As such, and without waiving any argument in Appellant’s Motion to Dismiss, this Commission’s review of the CSRC’s *approval* is analogous to appellate review of a State Board decision reversing a sponsor’s denial for lack of good cause. In such cases, “[w]here the State Board of Education’s determination of an appeal of the approval or denial of a charter school application is supported by competent, substantial evidence in the record, the final order should be affirmed.” *Imhotep-Nguzo Saba Charter Sch. v. Fla. Dept. of Educ.*, 947 So. 2d 1279, 1285 (Fla. 4th DCA 2007). Accordingly, if the CSRC’s decision is supported by competent, substantial evidence, “such relevant evidence as a reasonable mind would accept as adequate to support a conclusion”, this Commission must affirm. *See O.H. v. Agency for Persons with Disabilities*, 332 So. 3d 27, 33 (Fla. 3d DCA 2021).

Notably, Appellant has misstated the CSRC’s authority in the first instance—implying in its Initial Brief that the CSRC *must* deny the Application if good cause exists for such denial. Instead, it is clear from the plain language of section 1002.33(6)(b)(2)(a), Florida Statutes (2024), that only “*if* an application is denied, the sponsor shall . . . articulate in writing the specific reasons, based upon good cause, supporting its denial.” (emphasis supplied). Even where a sponsor finds

good cause for denial, however, it *may* nevertheless approve the application. For example, section 1002.33(6)(b)(2)(b), Florida Statutes, plainly provides that certain charter applications “*may* be denied by the sponsor” only if the sponsor demonstrates certain conditions exist. (emphasis supplied). As such, Legislature granted sponsors a degree of discretion in approving charter applications—even where good cause for denial may exist—and the CSRC “has the same powers and duties as sponsors pursuant to s. 1002.33 in regard to reviewing and approving charter schools,” including such discretion. § 1002.3301(2), Fla. Stat. (2024). Therefore, even assuming *arguendo* that Appellant *has* demonstrated good cause for a denial, such good cause would still not necessarily require a denial of the Application.

Accordingly, and despite Appellant’s insistence that this Commission reweigh the CSRC’s approval of the Application, this Commission is precluded from determining whether Appellant’s concerns, either individually or in the aggregate, would constitute good cause for denial of the Application. Such a review would amount to this Commission “usurp[ing] the fact-finding authority of the [CSRC]” under the Supreme Court’s precedent set forth in *Dusseau*. 794 So. 2d at 1275; *see also O.H.*, 332 So. 3d at 34 (“declining to “reweigh” the evidence to reach a different result.”). Rather, this Commission must simply “review the record to determine whether competent, substantial evidence supports the [CSRC’s] decision.” *O.H.*, 332 So. 3d at 29. “It does not matter that there may be competent substantial evidence to support alternative findings of fact, only whether the [CSRC’s] findings of fact are supported by competent substantial evidence . . . [which] is a low threshold.” *Id.* at 33. If “the record and order reveals[] the [CSRC] properly considered all the competent evidence it was presented with,” it must affirm the CSRC’s approval. *G.R. v. Agency for Persons with Disabilities*, 315 So. 3d 107, 109 (Fla. 3d DCA 2020).

I. THE VOTE TO CONVERT THE SCHOOL INTO A PUBLIC CHARTER SCHOOL WAS SUCCESSFUL, AS THE CONTROLLING STATUTE REQUIRED ONLY FIFTY PERCENT TEACHER SUPPORT FOR SUCCESS.

This Commission should affirm the CSRC’s determination that the Vote to convert successfully demonstrated the requisite support for conversion. The Ballot Rule, which required “a majority” of teachers to support conversion, facially conflicted with section 1002.33(3)(b), Florida Statutes (2024), which requires support from “at least 50 percent” of teachers.

Under long-standing Florida law, “[i]t is axiomatic that an administrative rule cannot enlarge, modify or contravene the provisions of a statute.” *Phillips v. Leon Cty. Pub. Works*, 277 So. 3d 1076, 1079 (Fla. 1st DCA 2019) (quoting *Campus Commc’ns, Inc. v. Dep’t of Revenue*, 473 So. 2d 1290, 2091 n.1 (Fla. 1985)). As such, the Ballot Rule’s heightened requirement that “a majority” of teachers support conversion is overruled by the conflicting statute. The enabling statute controls, under which “50 percent of the teachers employed at the school” were required to support conversion for the Vote to be successful. In fact, the State Board amended the Ballot Rule on August 21, 2024, to align its language with that of section 1002.33(3)(b), Florida Statutes, evidencing the Department’s recognition of the conflict.

Further, Appellant’s argument that Legislature’s use of the term “at least 50%” evidences an intent to allow a heightened requirement is misplaced. Cambridge Dictionary defines “at least” as “as much as, or more than, a number or amount.” *At Least*, Cambridge Dictionary (Aug. 1, 2025), <https://dictionary.cambridge.org/us/dictionary/english/at-least>. As such, the plain language requires “as much as, or more than” 50% of teachers to support conversion. Further, the same paragraph of the statute requires “a majority” of eligible parents to participate in a conversion vote, thus evidencing Legislatures intent to ascribe a different meaning to the term “at least.” *See, e.g., Maddox v. State*, 923 So. 2d 442, 446 (Fla. 2006). Appellant’s further reliance on the parties’

alleged agreement that a “majority” was required is legally irrelevant. If the State Board cannot override a statute, neither can the parties. *Phillips*, 277 So. 3d at 1079.²

II. THE CSRC’S APPROVAL OF THE APPLICATION SHOULD BE AFFIRMED, AS THE RECORD REFLECTS THAT SUCH APPROVAL IS SUPPORTED BY COMPETENT, SUBSTANTIAL EVIDENCE.

The evaluation instrument prepared by FCI found that the Application met or exceeded the standard in each of the three core domains required by the Model Application: the Educational Plan (Sections 1–9), the Organizational Plan (Sections 10–15), and the Business Plan (Sections 16–22). In the Educational Plan, the FCI and CSRC determined that the proposed curriculum was aligned with Florida’s academic standards, implemented through a STEAM framework supported by evidence-based instructional strategies, and structured to serve diverse student needs. The Organizational Plan likewise met the standard, demonstrating a clearly defined governance structure, appropriate delineation of authority, and policies that ensure independence and accountability. The Business Plan was similarly rated favorably based on detailed and reasonable financial projections, risk mitigation strategies, and robust fiscal oversight mechanisms.

These findings, which represent the conclusion of an independent, state-contracted evaluator applying FLDOE’s model instrument, were reached after extensive review, a capacity interview, and a public hearing where both Appellee and Appellant presented written and oral arguments. Thus, the record reflects competent, substantial evidence supporting the CSRC’s findings as to each of the Application’s core components. Because all required criteria to approve

² The Supervisor of Elections’ invalidation of one teacher’s vote lacked authority. Under the Ballot Rule, voter identity and eligibility were verified by Appellant’s own staff at the time of voting. R. 6A-6.0787(2)(g), Fla. Admin. Code (2022). The Supervisor had no statutory authority to reject votes, and inclusion of the disputed ballot would have resulted in twenty-four votes in favor.

a charter application were satisfied and no legally sufficient “good cause” for denial can be identified, there is no basis for this Commission to disturb the CSRC’s approval of the Application.

The question before this Commission is not whether the CSRC should have agreed with Appellant, but whether the CSRC’s approval of the Application is supported by competent, substantial evidence. *See O.H. v. Agency for Persons with Disabilities*, 318 So. 3d 673, 676 (Fla. 1st DCA 2021) (“Appellate courts do not reweigh evidence or reassess witness credibility.”). Appellant improperly invites this Commission to disregard this standard by seeking a re-evaluation of the evidence with hopes of a different conclusion, despite identifying no legal error or evidentiary deficiency in the CSRC’s decision. Rather, the record reveals that the CSRC and FCI received and reviewed both written submissions and oral argument from Appellant, affording Appellant every opportunity to present its concerns. (NCS Ex. 001-002; *See also* NCS Ex. 371-391; NCS Ex. 395-396; NCS Ex. 428-442; NCS Ex. 443-522). The CSRC properly declined to adopt Appellant’s position. This decision was not an oversight or a procedural omission. It was a reasonable rejection grounded in the evidence and consistent with applicable legal standards. Because the decision to approve the application is supported by competent, substantial evidence, and Appellant has failed to demonstrate otherwise, this Commission must affirm.

In addition, Appellant misinterprets both the CSRC’s responsibilities and the applicable legal standards for this Commission’s overturning of a charter approval by the CSRC. Section 1002.3301(2), Florida Statutes, makes clear that the CSRC independently exercises the same authority as sponsors under section 1002.33. Appellant’s input is simply one part of a broad review. So long as the CSRC considered Appellant’s input, Appellant is not empowered to overrule the CSRC’s conclusions merely because it disagrees with the outcome. This is especially true when most of Appellant’s ninety-two “concerns” with the Application are not grounded in

law, misstate legal standards, and are at times at odds with the autonomy charter schools are intended to enjoy. *See* § 1002.33(2)(a)(1), Fla. Stat. (providing that charter schools give “parents flexibility to choose among diverse educational opportunities.”).

There is ample competent and substantial evidence supporting the CSRC’s finding that every section of the Newberry Community School application satisfied the required standards. Additionally, to the extent this Commission considers Appellant’s noted “concerns,” none establish good cause for denial. The CSRC chose to accept the strengths of the application and the FCI’s recommendation of approval, even after both actively considered Appellant’s input, as demonstrated by the FCI’s recommendation:

While reviewing the application there were questions that we had, and the district raised numerous concerns about the application as it was presented. Interview questions for the capacity interview were specifically designed to encompass the primary concerns within the narrative, and the applicant did an exceptional job of providing additional clarity around the concerns and was able to clear up all of the concerns that were addressed during the capacity interview. While there are things that could be clarified within the narrative, we do not feel that would rise to the level of being a concern or reason for delaying the action on this application.

(NCS Ex. 395-396). Appellant incorrectly states certain sections do not meet the standard for approval. Each of these arguments is incorrect and each will be addressed in sequence.

Section 5 in no way suggests that parents of students with disabilities will receive less frequent communication than other parents. (NCS Ex. 048-057). Appellant’s additional claim that no student assessment systems were identified budgeted item is clearly erroneous. Section 5.G. of the Application expressly discusses the use of the i-Ready Diagnostic and DIBELS for student assessments. (NCS Ex. 053). Appellee’s five-year budget shows corresponding expenses of \$125 per student for academic software and \$50 per student for assessments. (NCS Ex. 297).

In Section 6, the Application outlines the continuum of ESE services to be delivered by certified School staff and indicates that the School will target a 40:1 ratio of staff to students with IEPs. While Appellant criticizes this projected ratio, the Application expressly provides that staffing will be adjusted to meet student needs and IEP requirements, and no law requires a fixed ratio for ESE services. (NCS Ex. 062-063). Similarly, Appellant's allegation that specialized transportation is not addressed is erroneous. The Application clearly indicates in Section 17 that "[b]using services will also be provided for any students with disabilities whose IEP requires the provision of transportation services." (NCS Ex. 102). Appellee also clarified to the FCI during the Capacity Interview that all ESE and related services will be delivered in collaboration with Appellant. These representations, along with Appellee's demonstrated understanding of ESE and FAPE requirements, are more than sufficient to constitute competent, substantial evidence.

In Section 7, the Application clearly defines the role of the full-time ELL Coordinator as responsible for overseeing the ESOL program, supporting teachers in implementing student plans, and ensuring compliance with Appellant's ELL Plan. (NCS Ex. 069). The ELL Coordinator is not expected to be a direct classroom instructor, but an instructional leader providing targeted support to staff and students throughout the instructional day. This structure aligns with state and federal expectations and is appropriate given the school's projected ELL population. The Application acknowledges that ELL student plans will be developed for each student and implemented to ensure each student receives appropriate services. (NCS Ex. 066). In addition, the Application identifies several strategies for ensuring ELL students have equitable access to the School's programming, including the use of bilingual dictionaries and access to bilingual staff. (NCS Ex. 067; NCS Ex. 069). The strategies identified in the Application were expressly non-exhaustive, as actual strategies will be tailored to meet each student's needs.

Section 13 of the application outlines a robust Professional Learning Program that effectively supports the school’s STEAM focus. The plan provides for approximately 30 hours of training during the two-week pre-planning period, monthly professional learning days when students are not in session, four early release days, and monthly PLCs held after dismissal. (NCS Ex. 095). Teachers are also encouraged to use planning periods for collaboration. (NCS Ex. 095). Appellant’s “concern” that the plan does not provide for substitutes overlooks the fact that no training is scheduled during instructional time. Appellant’s assertion that the allocation of \$60,000 toward the plan “may not” be sufficient is speculative and unsupported by concrete evidence.

Section 16 of the Application addresses applicable Facilities requirements with a clear plan for enrollment growth and facility management. (NCS Ex. 100-101). Although Appellant cites a facility capacity of 471 students, the Application addresses capacity through a plan to lease 16 portables in Year 1 and expand to 21 portables by Year 5, ensuring space for 928 students within class size limits. (NCS Ex. 100). Contingency funds are also available for additional portables if needed. (NCS Ex. 290). Appellant’s concern over the School’s STEAM enrichment classroom lacks merit, as the Model Charter School Application does not require identification of specific classroom locations, and such detail is not good cause for denial. Further, Appellant’s criticism of budgeted facility maintenance costs overlooks Appellant’s own statutory obligations under section 1002.33(18)(a), Florida Statutes, which requires Appellant to maintain the facility “in the same manner as its other public schools within the district.”³ Accordingly, facility maintenance costs quoted by Appellant as a “concern” are to be paid by Appellant, not Appellee, under Florida

³ As required under section 1002.33(18)(a), Florida Statutes, Appellant and Appellee entered into a Facilities Management Agreement on June 3, 2025, whereby Appellant will continue to provide routine and capital maintenance at Appellant's expense. (Exhibit J, beginning on NCS Ex. 579).

law. “At best, [Appellant] demonstrated that its district is woefully under-funded,” which does not constitute good cause for denial of the Application. *UCP of Cent. Fla.*, 905 So. 2d at 915.

As discussed above, Section 17 presents a legally compliant and adequately budgeted transportation plan, providing for 6 buses in Year 1 and 8 buses by Year 5, including a backup bus. (NCS Ex. 291). The transportation plan ensures transportation for students with disabilities as required by IEPs, with provisions for necessary adaptations. Should costs exceed projections, the School’s 3% reserve and cash on hand provide sufficient contingency funds. (NCS Ex. 292). Section 18 details Appellee’s plan to provide meals through the National School Lunch Program as a CEP site, based on current direct certification rates at Newberry Elementary School. (NCS Ex. 102-103). Appellant’s concerns with CEP eligibility and reimbursements are misplaced, as CEP schools receive higher free meal reimbursement rates. Under section 1002.33(18)(e), Florida Statutes (as effective July 1, 2025), Appellant’s kitchen equipment will remain in place at the School, eliminating the need for new purchases. Appellee also plans for food to be prepared off-site, reducing equipment and supply costs and ensuring the plan’s financial and operational viability. (NCS Ex. 385).

Section 20’s budget is both sufficient and sound. The budget includes conservative projections and built-in flexibility, with a detailed narrative explaining line-item assumptions and contingency strategies. (NCS Ex. 107-108). In accordance with this conservative approach, Appellee did not account for expected federal funds and grants. The budget includes a 3% contingency, in addition to annually increasing cash on hand, which will reasonably result in a contingency fund of \$621,126 by Year 5. (NCS Ex. 292). In addition, Appellee provided a budget for a 70% enrollment scenario that still includes a 3% contingency and positive cash on hand, demonstrating the flexibility of Appellee’s budget to adjust to various circumstances. If the budget

were revised to reflect the recent amendment to section 1002.33(18)(e), Florida Statutes, as discussed in the paragraph above, it would show significant savings—at least \$800,000 in the start-up year alone towards furniture, fixtures and equipment.

Additionally, Appellant’s utility cost concerns fail to account for the City of Newberry’s stated intent to waive waste disposal costs and fees, which further improves the school’s financial position. (NCS Ex. 381). Regarding the IDEA Funding Match, Appellant’s allegation that a charter school cannot receive an allocation of IDEA funds is emphatically incorrect. (NCS Ex. 440-441). The Florida Standard Charter Contract—which serves as the basis for Appellee’s already-negotiated Charter Contract—specifically allows a charter school to elect to receive IDEA funds in lieu of direct services from its sponsor, and this is a practice carried out in numerous counties across Florida. Appellant’s remaining objections rely on comparisons to its own expenditures without accounting for the efficiencies of a smaller, leaner charter operation and the support of the City of Newberry.

Appellant’s objections to Sections 2, 3, 4, 8, 11, 12, 14, 19, and 21 are misplaced and unsupported by either the law or the record. The CSRC considered these concerns in its review and found each to be without merit, finding instead to accept the strengths of the Application as provided and find that each Section “Meets the Standard.” (NCS Ex. 001). The Application satisfies all statutory requirements and reflects thoughtful, well-substantiated planning in each of these areas, as reiterated by the CSRC in their review approval of the Application.

The enrollment plan in Section 2 is realistic and community-focused, with phased growth projections and solutions for facility constraints, such as the use of portable classrooms. During the capacity interview, Appellant addressed space and class size concerns, reinforcing the plan’s credibility. The education program and curriculum described in Sections 3 and 4 reflect research-

based practices aligned with the School's mission, including STEAM instruction and frameworks like CHAMPS and Leader in Me, all supported by appropriate scheduling and budget allocations.

Section 8 promotes a safe and positive environment, using strategies consistent with both state law and district policy. Sections 11 and 12 include a clear organizational structure, competitive compensation and benefits via a partnership with the City of Newberry, and strong protocols for hiring and evaluation. Appellant explained these systems in detail during the interview, demonstrating operational readiness. Section 14 aligns with the School's mission and includes inclusive outreach strategies and achievable projections. Section 19 meets all statutory requirements, with provisions for safe-school officers, staff training, and coordination with law enforcement. Finally, Section 21 describes robust internal controls, third-party management, and clear board accountability procedures, ensuring the School's sound fiscal management. In each of these areas, the Application was found by both the FCI and the CSRC to fully meet or exceed applicable standards. Appellant's criticisms are therefore not only unsubstantiated but contrary to the findings of the CSRC's formal evaluation.

Appellant does not attack the substance of the CSRC's findings with any showing that they are unsupported by competent, substantial evidence. While Appellant repeatedly asserts that its "concerns were not addressed," this framing falls short of a true legal attack on the Application's approval. Appellant has elected to ignore that the CSRC *did* consider its objections in its review and found Appellant's concerns insufficient to establish good cause for denial. (NCS Ex. 001-002; *See also* NCS Ex. 395-396). Rather, this appeal is an effort to elevate Appellant's own evaluation above that of the CSRC and the FCI. But disagreement, even pointed disagreement, is not enough to show that a decision lacks competent, substantial evidence.

Therefore, Appellant's objections to the Application are unfounded and fail to demonstrate a lack of competent, substantial evidence as required by section 1002.33(6)(b)(2), Florida Statutes (2024). The CSRC's thorough review of the Application resulted in a finding that 21 of 22 sections met standards, and it is neither this Commission's nor the State Board's role to re-evaluate the Application. (NCS Ex. 001-002). Appellant's concerns regarding maintenance, transportation, food service, budgetary flexibility, IDEA funding, and other sections are either addressed in law or contradicted by the record. The State Board of Education's prior decision in *Volusia* confirms that denials must be based on statutory standards, not preference or unsupported requirements. *Fla. East Coast Charter Sch. v. Sch. Bd. of Volusia Cty.*, DOE Case No. 2019-2846, aff'd, 312 So. 3d 158 (Fla. 5th DCA 2021). Here, the Appellant only expresses disagreement, not legal insufficiency. Thus, the Commission's approval should be affirmed.

In *Volusia*, a charter school applicant successfully challenged a sponsor's denial of its charter application by demonstrating that the sponsor's findings of "good cause" to support denial were unfounded under the applicable legal standards. *Volusia Cty.* at 161. The State Board's final order overturned the sponsor's denial because it was rooted in multiple erroneous interpretations of statutory requirements and unsupported assumptions. *Volusia Cty.*, DOE 2019-2846 Exhibit A at 2. As in the instant case, the sponsor in *Volusia* attempted to substitute its own judgments and preferences in place of applicable statutory requirements. *Volusia Cty.*, DOE 2019-2846 Exhibit A at 3; *see also Volusia Cty.*, DOE 2019-2846 Exhibit A at 4. Further, the State Board's final order reversing the sponsor's denial in *Volusia* expressly noted that the applicant provided "sufficient detail" to meet statutory standards, just as the CSRC noted in its approval to Appellee in the instant case. *Volusia Cty.*, DOE 2019-2846 Final Order Exhibit A at 3.

Rather than identifying any evidentiary or statutory deficiencies undermining the CSRC's approval of the Application, Appellant has merely reiterated its disagreement with the CSRC's findings, substituting the actual standards required of charter school applicants with Appellant's preferences to avoid its obligations under section 1002.3301, Florida Statutes (2024).⁴ Unlike in *Volusia*, where the applicant exposed the sponsor's misstatements and legal misunderstandings, the Appellant in this case seeks reversal without discrediting the evidence relied upon by the CSRC. This approach falls well short of the burden imposed under section 1002.33(6)(b)(2), Fla. Stat. which requires a showing that the Application lacked competent, substantial evidence *and* that good cause existed for denial—neither of which Appellant has established.

Appellant's spurious allegation that the School is a "*de facto*" municipal charter school is unsupported by either law or fact. Under Florida law, a municipal charter school must be governed by a city council or commission. *See* § 1002.33(12)(h), Florida Statutes. This is clearly not the case here, as the School is governed by an independent, nonprofit board of directors. In fact, the City of Newberry's support of the School was expressly identified by the CSRC as a strength—not a disqualifier. (NCS Ex. 478).

Finally, Appellant's criticisms of the capacity interview process are legally irrelevant, as there is no statutory or regulatory requirement for the interview in the first instance. The fact that an interview was conducted reflects the CSRC's thoroughness in its review of the application. It is reasonable and expected for interviewers to move any discussion forward to ensure all areas are

⁴ Appellee also reiterates its objection raised in the Motion to Dismiss that Appellant is precluded from bringing this appeal under the public official standing doctrine, under which "a public official's disagreement with a constitutional or statutory duty, or the means by which it is to be carried out, does not create a justiciable controversy." *Sch. Bd. of Collier Cty. v. Fla. Dep't of Ed.*, 279 So. 3d 281, 288-89 (Fla. 1st DCA 2019) (internal citations omitted).

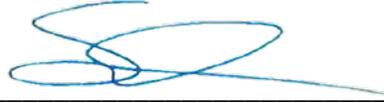
covered, particularly in a time-limited setting. The suggestion that the process was “rushed” or that the review of the application was insufficient is not supported by any objective standard.

Both the FCI and the CSRC include well-respected individuals with deep expertise in charter school oversight and evaluation. The review was rigorous, objective, and aligned with applicable criteria. By contrast, Appellant's allegations should be wholly discredited by this Commission due to their numerous and apparent errors and lack of support. These unfounded statements include the remarkable idea that a statute requiring “at least 50 percent” support requires more than 50 percent support. (NCS Ex. 310). Many allegations are either unsupported by law or misstate applicable law altogether, including those regarding IDEA funding, an incorrect accounting of what is funded by Appellant’s administrative fee, and an assertion that facility maintenance fees are the responsibility of a conversion charter school. (NCS Ex. 437; NCS Ex. 440-441). This last point is especially problematic, given that Appellant has agreed in the Facility Maintenance Agreement to cover the School’s maintenance costs with state funding. (See Exhibit J). Appellant has also overwhelmingly ignored the fact that its concerns were already addressed by both the FCI and the CSRC and were found by both to be without merit. (NCS 001-002; See also NCS Ex. 395-396). In totality, these errors overshadow and call into question all of Appellant’s allegations.

CONCLUSION

For the foregoing reasons, this Commission should recommend that the State Board of Education affirm the CSRC’s approval of the Application and declare Appellee, Newberry Community School, Inc., the prevailing party under section 1002.33(6)(d)(1), Florida Statutes (2024). The charter contract executed by the parties pending the outcome of this appeal should immediately become effective.

Respectfully submitted this 5th day of August 2025.



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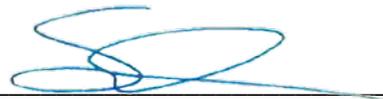
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished this
5th day of August 2025, via electronic delivery per the agreement of the parties, to:

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State Board of Education

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Commissioner of Education

March 10, 2025

Sarah Rockwell, Chair
Alachua County School Board
620 East University Avenue
Gainesville, Florida 32601

Derek Danne, Chair
Newberry Community School
24401 Northwest 25th Place
Newberry, Florida 32669

Dear Ms. Rockwell and Mr. Danne:

This letter serves as notification that the Charter School Review Commission (the Commission) has reviewed the application submitted by Newberry Community School to operate a charter school in Alachua County, in accordance with section 1002.3301, Florida Statutes (F.S.), and Rule 6A-6.0792, Florida Administrative Code (F.A.C.). On February 26, 2025, the Commission unanimously approved the application based on a review conducted by the Florida Charter Institute at Miami Dade College. The evaluation instrument used for this review is enclosed with this letter.

At the outset of the proceedings, the Commission considered the issues raised by the School Board in the correspondence from the board's lawyers related to the vote of the teachers on the charter conversion. The Commission accepted its counsel's recommendation that the conflict between the statute, which specifically identifies a 50 percent threshold to support the conversion, and the majority threshold identified in the applicable version of the rule must be resolved in favor of the statutory provision. Therefore, the Commission found the teachers' votes sufficient to support the conversion.

The Commission accepted the application's numerous strengths, particularly in its alignment with statutory requirements and its focus on meeting the needs of its target population. The mission and vision were clearly defined, emphasizing innovative educational practices and offering parents additional choices. The education program was well-designed, incorporating research-based practices and innovative frameworks. The curriculum plan is aligned with state standards and emphasizes foundational skills. Operationally, the application highlights a strong

EXHIBIT A

Sarah Rockwell, Chair
Derek Danne, Chair
March 10, 2025

governance structure, clear staffing plans, and professional development initiatives aligned with the School's mission. Community engagement is a significant strength, and partnerships with local entities like the City of Newberry. The financial plan has realistic revenue projections.

In accordance with Section 1002.33(7)(b), F.S., and Rule 6A-6.0792(8)(b), F.A.C., the Alachua County School Board must provide an initial proposed charter contract to the School within 30 days.

Sincerely,



John-Anthony (Jay) Boggess
Chair of the Charter School Review Commission

JB/ae

Enclosure

EXHIBIT B

MODEL FLORIDA CHARTER SCHOOL APPLICATION

NEWBERRY COMMUNITY SCHOOL
A Conversion Charter School

Submitted November 26, 2024

NCS Ex.003

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APPLICATION COVER SHEET

NAME OF PROPOSED CHARTER SCHOOL: Newberry Community School

NAME OF NON-PROFIT ORGANIZATION/MUNICIPALITY UNDER WHICH CHARTER WILL BE ORGANIZED OR OPERATED:

Newberry Community School, Inc.

If a non-profit organization, has it been incorporated with Florida's Secretary of State? Yes

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

NAME OF CONTACT PERSON: Derek Danne

TITLE/RELATIONSHIP TO NON-PROFIT: Board Chair

MAILING ADDRESS: 24401 NW 25th PL, Newberry, FL 32669

PRIMARY TELEPHONE: (352)-507-2378

ALTERNATE TELEPHONE: (904)-731-3800

E-MAIL ADDRESS: derekdanne1@gmail.com

Names, roles, and current employment of all persons on applicant group, i.e. anyone with a role in drafting the substantive content of this application or expected to have a significant role with the school, including any consultants or employees of an Education Service Provider. Add lines as necessary.

Full Name	Current Job Title & Employer	Role with Proposed School
Derek Danne	Compliance Analyst II, University of Florida	Board Chair
Leslie Hayes-Morrison	Human Resource Generalist I, University of Florida	Treasurer
Leslie McGhee	Teacher, Florida Virtual School	Vice Chair
Veronica Kadala	Former Teacher (retired)	Secretary
Charles Clemons	Vice President for Advancement & Executive Director, Santa Fe College Foundation	Board Member
Shawn Arnold	Attorney, Arnold Law Firm	Co-Writer/Consultant
Braxton Padgett	Attorney, Arnold Law Firm	Co-Writer/Consultant
Desirae Kennemur	Budget Analyst, School Financial Services	Co-Writer/Finance Consultant
Amanda Eldridge	Director of Operations, School Financial Services	Co-Writer/Finance Consultant
Cheri Shannon	Shannon Educational Consulting	Co-Writer/Education Consultant
Lindsey Granger	Independent Special Education Consultant	Co-Writer/Special Education Consultant
Jamie (Wiles) Roosenraad	Teacher, Alachua County Public Schools	Current Newberry Elementary School teacher and anticipated teacher at the conversion charter school

EXHIBIT B

Projected Date of School Opening (Month/Year): August 2026

Do any of the following describe your organization, or the school proposed in this application?

- Seeks approval to convert an already existing public school to charter status. (*Applicant must attach as Attachment A evidence of compliance with the voting requirements set forth in section 1002.33(3)(b), F.S. See Attachment A*)
- Seeks to operate as a classical charter school as defined in section 1002.33(10)(d)9., F.S.
- Will be a charter school-in-the-workplace pursuant to section 1002.33(15), F.S.
- Will be a charter school-in-a-municipality pursuant to section 1002.33(15), F.S.
- Will be a charter school in a development pursuant to section 1002.33(10)(e)7., F.S.
- Will contract or partner with an Education Service Provider (ESP). (*See definition of an ESP in the Addendum, which applicant must complete if using an ESP.*) If yes, include the provider's portfolio in answering the questions below regarding pending applications and school openings.
Name of ESP: _____
- Seeks approval to replicate an existing school model. (*See definition of a replication in the Addendum, which applicant must complete if replicating a school model.*)
- Seeks approval to replicate an existing High Performing Charter school model pursuant to section 1002.331, F.S.. (*Applicant must complete Addendum A1.*)

Does the applicant group have one or more charter school applications under consideration by any other authorizer(s) in the United States or intend to apply for one or more charter school applications to open in the upcoming school year other than the one presented here? _____ Yes No

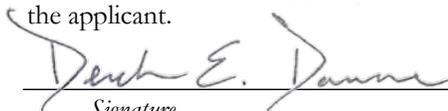
State	Authorizer	Proposed School Name	Application Due Date	Decision Date

Does this applicant group have approved applications for schools or campuses scheduled to open in the United States in the future? _____ Yes No *If yes, complete the table below (add lines as necessary).*

Planned School Name	Authorizer	City, State	Opening Date

Does this applicant group operate schools or campuses in Florida or elsewhere in the United States? _____ Yes No *If yes, complete DOE Form IEPC-M1A which can be found at <http://www.fldoe.org/schools/school-choice/charter-schools/charter-school-reference>, and include as Attachment DD.*

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



Signature

 Derek Danne
Printed Name

 Board Chair

Title

 11/26/2024
Date

EXECUTIVE SUMMARY

Newberry Community School, Inc. is submitting this charter application to propose the creation of a conversion charter school in Newberry, Florida serving students in grades K-5, with a planned opening for the 2026-27 school year. In February 2024, the parents of students attending Newberry Elementary School—a traditional public, elementary school located in Alachua County, Florida—initiated the process to convert the elementary school into a public charter school. These parents felt an obligation to bring a high-quality school choice option to the greater Newberry, Florida area by converting the existing elementary school. In April 2024, the parents and teachers of Newberry Elementary School voted to convert the school into a public charter school.

The group’s goal in converting Newberry Elementary School into a public charter school is to bring local control to the elementary school, which will be governed by a volunteer Governing Board consisting of people living within the community, and to implement an innovative educational model designed to ensure students are prepared to meet the challenges of the 21st century.

The name of the proposed conversion charter school is Newberry Community School (NCS). The mission of NCS is to honor its diverse community values while providing a dynamic and supportive educational experience for all students. NCS is committed to fostering a love for learning, promoting academic success, and preparing students to excel in an ever-changing world. The school will emphasize collaboration with families and the community to ensure each child's success, equipping them with the knowledge, skills, and values necessary for future achievement. NCS aims to create a safe, nurturing, and inclusive learning environment that blends community traditions with innovative educational practices, empowering every student to reach their full potential.

NCS's educational program is built around several key components designed to drive student success. First, the school will focus on providing a rigorous curriculum and instruction aligned with state standards, including the Benchmarks for Excellent Student Thinking (B.E.S.T.), Florida State Academic Standards, and the Next Generation Sunshine State Standards (NGSSS) for ELA, Math, Science, Social Studies, the Arts, and all other subject areas. The curriculum emphasizes standards-based instruction, interdisciplinary learning, technology integration, and differentiated instruction, all aimed at supporting student achievement. These strategies include project-based learning, collaborative work, and individualized support to meet diverse learning needs.

NCS will implement a STEAM education model focused on high-quality instruction in Science, Technology, Engineering, Arts, and Math, aligned with Florida standards. The model incorporates specialized instructional strategies, curriculum, and resources, alongside a variety of extracurricular activities to enhance the learning experience. Emphasizing student engagement, hands-on learning, and interdisciplinary teaching, the STEAM approach allows for personalized learning, where students have the opportunity to express their voices, make choices, and work collaboratively on group projects. The program will cater to diverse learning needs, providing an equitable and meaningful educational experience for all students, including those with disabilities. Central to the program are five key elements: real-world applications, hands-on problem-solving, integration of core content and arts, teamwork, and a rigorous curriculum. These components will ensure a holistic, high-quality educational experience for all students.

In addition to academic rigor, NCS’s program places a strong emphasis on character education and the development of social skills. The school will integrate programs like CHAMPS and Leader in Me to promote good citizenship, emotional regulation, and responsible decision-making. The

EXHIBIT B

character education program is designed to help students develop self-discipline, relationship skills, and civic virtues, contributing to a positive school culture. By incorporating these character education components into the curriculum, NCS aims to enhance student achievement, improve behavior, and prepare students for both academic success and responsible adulthood. This holistic approach is grounded in the belief that students need to develop not only academic skills but also personal qualities like resilience and responsibility to thrive in life.

NCS understands the importance of making data-driven decisions to guide the education program. The instructional staff will be dedicated to high-quality instruction, regularly analyzing student data to refine their teaching methods. Student data will be collected from all sources, including from state-mandated progress monitoring, other state assessments, school-based interim assessments, and from the classroom. NCS has planned a robust professional learning program that will promote ongoing career growth and assist teachers in implementing NCS's innovative model.

NCS also recognizes the State of Florida's commitment to school security and the importance of ensuring our students have a safe, welcoming learning environment to call their home. In furtherance of this, NCS will implement a robust school safety initiative that meets the requirements of Florida law, including, but not limited to, ensuring that a safe-school officer is present on the campus during all student contact hours, implementing a thorough active assailant response plan, conducting all required drills, and maintaining a trained Threat Management Team.

NCS has put together a strong team of individuals to serve on our Governing Board, with diverse backgrounds in legal, politics, human resources, and education. Our Governing Board members are dedicated to ensuring that the greater Newberry community has a high-quality, innovative educational offering that will set our students up for success. Alongside the strong partners on the applicant team who have substantial experience in the charter school space, NCS is well positioned to deliver on this grassroots effort to bring school choice to this corner of Alachua County.

I. EDUCATIONAL PLAN¹

Section 1: Mission, Guiding Principles and Purpose

- A. Provide the mission and vision statements for the proposed charter school. The mission is a statement of the fundamental purpose of the school, describing why it exists. The vision statement outlines how the school will operate and what it will achieve in the long term. The mission and vision statement provide the foundation for the entire proposal, and taken together, should illustrate what success looks like.**

Mission Statement

“At Newberry Community School (NCS), our mission is to honor and preserve our diverse community values, while providing a dynamic and supportive educational experience for all students. We are dedicated to cultivating a love for learning, promoting academic achievement, and preparing our students to thrive in an evolving world. Through collaboration with families and the community, we commit to the success and well-being of every child, ensuring they are equipped with the knowledge, skills, and values needed to succeed in life.”

Vision Statement

“Newberry Community School envisions a learning environment where the timeless values of our community merge seamlessly with innovative educational practices to foster excellence. We strive to create a safe, nurturing and inclusive atmosphere that celebrates tradition, encourages curiosity, and empowers every child to achieve their full potential.”

- B. Provide the page number(s) of the material within this application that describes how the proposed school will utilize the guiding principles found in section 1002.33(2)(a), F.S.**

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

- *Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state’s public school system. PAGE(S) 2-6 (2.A.); 6-11 (3.A.)*
- *Promote enhanced academic success and financial efficiency by aligning responsibility and accountability. PAGE(S) 39-41 (5.A.); 67-68 (10.C.); 100-103 (21.A.-21.F.)*
- *Provide parents with sufficient information on whether their child is reading at grade level and*

¹ This application was prepared by a group of professionals (identified on the cover page), in collaboration with the Governing Board, that have extensive experience authoring and/or contributing to numerous charter school applications that have been submitted throughout the State of Florida for various clients. Newberry Community School has received express permission from the applicable parties, including The Arnold Law Firm, School Financial Services, Shannon Educational Consulting, and Lindsey Granger, to utilize portions of work authored by these parties that may have appeared in similar form in other charter applications. Each of these parties have served as authors of various portions of this application. Newberry Community School has also received express permission from North River Charter Academy, Inc. to utilize portions of their charter application.

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whether the child gains at least a year's worth of learning for every year spent in the charter school.
PAGE(S) 18-27 (4.A.); 41-43 (5.C.-5.F.); 89-90 (15.A.)

- C. Provide the page number(s) of the material within this application that describes how the proposed school will meet the prescribed purposes for charter schools found in section 1002.33(2)(b), F.S.**

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

- *Improve student learning and academic achievement. PAGE(S) 39-41 (5.A.)*
- *Increase learning opportunities for all students, with a special emphasis on low-performing students and reading. PAGE(S) 12-16 (3.C.); 18-34 (4.A.-4.B.); 35-37 (4.E.); Attachment D*
- *Encourage the use of innovative learning methods. PAGE(S) 6-11 (3.A.); 12-16 (3.C.)*
- *Require the measurement of learning outcomes. PAGE(S) 39-41 (5.A.)*

- D. Provide the page number(s) of the material within this application that describes how the proposed charter school will fulfill the optional purposes of charter schools found in section 1002.33(2)(c), F.S. If one or more of the optional purposes does not apply to the proposed school, please note "N/A". This section is optional.**

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

- *Create innovative measurement tools. PAGES(S) 43-44 (5.G.)*
- *Provide rigorous competition within the public school district to stimulate continual improvement in all public schools. PAGE(S) 2-5 (2.A.-2.E.)*
- *Expand the capacity of the public school system. PAGE(S) 2-5 (2.A.-2.E.); 91-92 (16.A.-16.E.)*
- *Mitigate the educational impact created by the development of new residential dwelling units. PAGE(S) 4 (2.D.)*
- *Create new professional opportunities for teachers, including ownership of the learning program at the school site. PAGE (S) 876 (11.D.); 82-86 (13.A.)*

Section 2: Target Population and Student Body

- A. Describe the anticipated student population to be served and how that aligns with the school's mission. Applicants should state if they will give enrollment preference or limit the enrollment process, as allowed by law, to certain student populations defined in section 1002.33(10)(d) & (e), F.S. If the applicant intends to have enrollment preferences they should be described in Section 14 of the application.**

NCS plans to serve students in grades K through 5 at the existing Newberry Elementary School facility at 25705 SW 15th Ave., Newberry, FL 32669, in addition to PreK ESE students. As a community focused conversion charter school, NCS's primary target population will be students living in the greater Newberry area. In accordance with s. 1002.33(10)(e)(4), Florida Statutes (F.S.), NCS intends to limit its enrollment process to target students residing within a reasonable distance of the school. Enrollment preference will be given to students who would have otherwise attended Newberry Elementary School, as set forth in s. 1002.33(10)(c), F.S. NCS will consult and negotiate with the Alachua County Public Schools (School District) to establish an attendance zone for the school, and such negotiations will continue every 3 years thereafter to determine whether realignment of the attendance zone is appropriate in order to ensure that students residing closest to NCS are provided with an enrollment preference. The desired attendance zone for the charter school will be the Urban Services Boundary for the City of Newberry, which includes a radius of approximately three miles

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from the center of the city. NCS will also accept enrollment applications from students living outside the attendance zone. However, students living within the attendance zone will be given preference over students living outside the attendance zone.

If NCS reaches capacity in any grade level from students desiring to enroll, NCS will follow the open enrollment requirements set forth in s. 1002.31, F.S., and conduct any necessary lotteries in accordance with s. 1002.33(10), F.S. NCS will provide certain enrollment preferences in accordance with s. 1002.33(10)(c) and (e), F.S., which are more particularly described in Section 14.

The Charter School will not discriminate against a student in its admission process on the basis of race, ethnicity, national origin, gender, disability, marital status, or any other protected classification. NCS will strive to recruit a diverse group of students and achieve a racial/ethnic balance reflective of the community it serves.

The Florida Department of Education's PK-20 Education Information Portal (<https://edudata.fldoe.org/AdvancedReports.html>) provides valuable data about the enrollment of Newberry Elementary School for the 2023-24 school year as of the Spring 2024 FTE survey:

- approximately 44% qualified for free lunch and 3% qualified for reduced lunch based on direct certification data (approximately 75.2% after applying the 1.6x multiplier under the Community Eligibility Provision program of the National School Lunch Program);
- approximately 50% were minority students;
- approximately 5% were English language learners (ELLs) supported through the English for Speakers of Other Languages (ESOL) program;
- approximately 18% were exceptional education students with disabilities receiving special education services through an individual educational plan (IEP). This number is reduced to 15% for grades K-4, excluding PreK which has a high ESE population at Newberry Elementary School; and
- approximately 7% were gifted.

NCS anticipates the makeup of its student body will closely reflect the figures above, as most current Newberry Elementary School students are expected to enroll at NCS since it is the only nearby elementary school for many in the greater Newberry area.

B. If a facility has not been identified in Section 16 of this application, state the geographic area which the applicant intends to serve.

The facility will be housed at the existing Newberry Elementary School facility at 25705 SW 15th Ave., Newberry, FL 32669.

C. Provide enrollment projections in the table below for each year of proposed operation. These projections are not enrollment caps. Annual capacity determinations will be made by the governing board in conjunction with the sponsor per section 1002.33(10), F.S.

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Grade Level	Number of Students (Number of Classes in Parentheses)				
	Year 1	Year 2	Year 3	Year 4	Year 5
K	108 (6)	126 (7)	126 (7)	126 (7)	126 (7)
1	108 (6)	108 (6)	126 (7)	126 (7)	126 (7)
2	144 (8)	144 (8)	144 (8)	162 (9)	162 (9)
3	144 (8)	162 (9)	162 (9)	162 (9)	162 (9)
4	154 (7)	154 (7)	154 (7)	176 (8)	176 (8)
5	0	0	0	154 (7)	176 (8)
Subtotal	658 (35)	694 (37)	712 (38)	906 (47)	928 (48)
PreK ESE	36 (2)	18 (1)	18 (1)	18 (1)	18 (1)
Grand Total	694 (37)	712 (38)	730 (39)	924 (48)	946 (49)

D. Provide a brief explanation of how the enrollment projections were developed.

The enrollment projections were developed after taking into consideration the following: (1) current demand for the existing Newberry Elementary School; (2) anticipated demand for the unique educational program being proposed; (3) the ideal size for the proposed program; and (4) the fact that this is the only elementary school currently available to families within the target area. Because of the unique situation given that NCS will be a conversion charter school, the most critical data is the enrollment from the existing school.

The enrollment for Newberry Elementary School for the 2023-24 school year was as follows, as reported on FDOE’s database using the Spring 2024 FTE data (<https://edudata.fldoe.org/AdvancedReports.html>):

2023-24 Newberry Elem.	Grade Level*						
	PreK ESE	K	1	2	3	4	Total
# of Students	21	106	101	138	132	151	649

*Total enrollment including Non-ESE PreK was 667

Newberry Elementary School is currently the only elementary school in the Newberry area. The next closest elementary schools by distance from the Newberry Elementary School facility are Archer Elementary School (10.8 miles); Myra A. Terwilliger (11.8 miles); Lawton M. Chiles Elementary School (12.5 miles); Hidden Oak Elementary School (12.7 miles); Trenton Elementary School (13.8 miles); and Bronson Elementary School (15.4 miles).

Because there is not another elementary school, NCS has assumed there will be a similar level of student demand as Newberry Elementary School has experienced, or greater. This is bolstered by the fact that NCS will be able to establish an attendance zone as a conversion charter school. In addition, NCS believes that its focus on implementing STEAM will serve as an attractive incentive for families that are interested in enrolling their students in an innovative educational program.

NCS also reviewed relevant data available from the U.S. Census Bureau’s database (data.census.gov). An American Community Survey from 2022 available on the U.S. Census database detailing school enrollment estimates the following numbers of children in the Newberry ZIP code and surrounding ZIP codes that fall within the grade level demographics of NCS:

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ZIP Code	# of Students By Grade Levels*		
	K	1-4	Total
32669 (Newberry)	37	1,010	1,047
32643 (High Springs)	218	862	1,080
32618 (Archer)	40	573	613
32693 (Trenton)	116	549	665

*The American Community Survey includes a wide margin of error

Newberry is also currently experiencing substantial growth. Newberry’s Mayor Jordan Marlowe shared with the NCS team that Newberry is expecting a growth rate of between 5-7% over the next ten years. Further, in May 2024, the Newberry City Commission approved the development of the largest neighborhood in Newberry’s history that will be located approximately 3 miles away from the Newberry Elementary School facility and result in the construction of approximately 4,500 homes over a 50-year period. Perry, Alyssa, “4,500 home subdivision coming to Newberry,” <https://www.wcjb.com/2024/05/30/4500-home-subdivision-coming-newberry> (May 30, 2024).

The Newberry Elementary School enrollment data is believed to be the most reliable source of information in projecting NCS’s enrollment. NCS is anticipating that it will have an enrollment demand that is at least the same as Newberry Elementary School if not greater. In developing its projections, NCS used the Newberry Elementary School data as a starting baseline, while also accounting for compliance with Florida’s class size requirements. Newberry Elementary School is currently overcrowded at the individual classroom level, with some classes above the class size requirement. NCS has accounted for additional classes to support the current enrollment and ensure class size compliance, which was part of the basis for having a projected enrollment for Year 1 that is slightly in excess of Newberry Elementary School’s 2023-24 enrollment.

E. Briefly explain the rationale for the number of students and grade levels served in year one and the basis for the growth plan in subsequent years as illustrated in the table above.

As discussed above, NCS primarily relied upon current data from Newberry Elementary School, as this is considered to be the most reliable data available to assist in projecting the student enrollment at NCS when the charter school opens. For Year 1, NCS assumed there would be six classrooms for grades K-1, eight classrooms for grades 2-3, and seven classrooms for grade 4. Assuming full capacity in each classroom, NCS developed its projections for the first year after taking Florida’s class size requirements into account. NCS will accommodate additional enrollment in Years 4-5 by adding 4 more portables to the campus in Year 4 and another portable in Year 5. There will also be two prekindergarten ESE classes in Year 1, which will be reduced to one ESE classroom in all other years.

NCS will not offer grade 5 during Years 1-3. Currently, Newberry Elementary School does not offer grade 5, so NCS plans to follow that in the first three years. However, beginning in Year 4, NCS intends to expand grade levels through grade 5. During the campaign to convert Newberry Elementary School to a charter school, the NCS team met with members of the community and held meetings on numerous occasions. During these interactions, NCS heard from many community members a desire for the elementary school to once again offer 5th grade. Approximately fifteen years ago, the 5th grade students from Newberry Elementary School were moved to Oakview Middle School to address capacity issues at the current elementary building. The School District intended for this

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move to be temporary, but 5th grade has not been moved back to Newberry Elementary School to date. To support the community members' request to move 5th grade students back to the Newberry Elementary School facility, the charter school intends to provide space for 5th grade students by Year 4. NCS believes that many parents in the NCS community will choose to keep their students enrolled at NCS for their 5th grade year.

Section 3: Educational Program Design

A. Describe the proposed charter school's educational program

Educational Program

The mission of Newberry Community School is to honor and preserve our diverse community values, while providing a dynamic, innovative and supportive educational experience for all students. NCS is dedicated to cultivating a love for learning, promoting academic achievement, and preparing our students to thrive in an evolving world. Through collaboration with families and the community, we commit to the success and well-being of every child, ensuring they are equipped with the knowledge, skills, and values needed to succeed in life. Newberry Community School envisions a learning environment where the timeless values of our community merge seamlessly with innovative educational practices to foster excellence. We strive to create a safe, nurturing and inclusive atmosphere that celebrates tradition, encourages curiosity, and empowers every child to achieve their full potential.

The following essential interconnected components will drive the educational program at Newberry Community School and lead to student success:

1. Rigorous Curriculum and Instruction

NCS has set high expectations for students and will provide high-quality curriculum and ongoing professional learning for all staff. Teachers will systematically analyze student data to inform daily instruction and long-term planning. ELA and Math curriculum at NCS will be aligned with the Benchmarks for Excellent Student Thinking (B.E.S.T.), and with science and social studies curriculum aligned with the Florida State Academic Standards. These standards will be used to guide textbook selection, curriculum development and selection of high-quality instructional practices. The following strategies will be used to ensure that all curriculum and instruction is designed to support student achievement at high levels:

- Standards-based instruction: Teachers will provide high quality instruction by implementing curriculum through bite-sized, measurable, standards-aligned classroom goals and objectives. Modeling and guided practice will be implemented with the goal of making sure ready for independent practice. Independent practice will enable the student practice new skills or knowledge on their own.
- Interdisciplinary curriculum: Teachers will work in grade level and content teams to develop interdisciplinary curriculum which will support the creation of STEAM collaborative projects. Curriculum mapping across grade levels and content areas will allow teachers to work together to identify core content, instructional practices and assessment for each grade level and subject.

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- Use of technology: Technology is an essential tool in the STEAM educational model. Students will use technology to enhance instruction, to assist in developing creative thinking and writing skills, to receive additional support on specific skills and with project-based learning.
- Differentiated Instruction: NCS teachers will use differentiated instructional strategies to connect individual student learning needs with teaching strategies. Instructional time will be managed to meet standards while providing engaging, challenging and meaningful methods to students to learn the presented materials. Instructional practices will include direct instruction, scaffolding, collaborative learning, information processing strategies and project and problem-based learning.

2. Character Education and Social Skills

Character education and the development of social skills are critical components and will be a factor in supporting NCS student learning. Through the implementation of CHAMPS and Leader in Me, NCS's character education will promote good citizenship in students and will be the process through which students at NCS develop character and social skills. The focus of character education will be to help students understand and manage their emotions, establish positive relationships, set goals and make responsible decisions. The NCS character education program will include the key components of civic and intellectual virtues, self-discipline and self-control, relationship skills and responsible decision making. NCS will incorporate character education and social skills into the curriculum with the goal of improving student achievement, improve behavior and to assist in the development of a positive school culture. Dr. Michael Fullan, Director of the New Pedagogies for Deep Learning, stated that students need to develop the 6 C's of education and character education to be prepared for success in school and future success. These include:

- Connectivity: developing values like respect, responsibility and compassion
- Citizenship/culture: being aware of the world around you and developing a sense of identity in a global context
- Communication: sharing ideas, collaborating with others and resolving conflicts
- Creativity: filtering, analyzing and questioning information
- Collaboration: using different talents, knowledge and personalities to achieve a maximum outcome
- Critical thinking: objectively analyzing and evaluating information, arguments, or situations to make a reasonable judgment in order to solve problems.

Newberry Community School will embrace the philosophy that character education builds better people. Character education and social skill instruction will be implemented in order to create a school that fosters ethical, responsible and caring students using the following guidelines:

1. Providing clear expectations: All school staff provide well-defined guidelines regarding what students are expected to do to create a school environment that demonstrates responsibility, accountability and respect.
2. Teaching behaviors: Teachers are required to teach, model, and support specific behaviors and social skills.
3. Positive reinforcements: Students who demonstrate appropriate behaviors will be recognized and rewarded with the expectation that positive behaviors will continue to occur and ultimately impact the school climate.

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4. Tiered support: A multi-tiered framework will be incorporated as part of NCS's MTSS framework with a focus solely on behavior. The CHAMPS framework provides a strong foundation that the school will use to integrate behavioral expectations and practices through the implementation of extensive professional learning opportunities, ongoing coaching, school leadership teams and data-based decision making. Examples of tiered behavioral support include:

Tier 1 – Good classroom management strategies and school-wide structures that encourage and support positive student behaviors. These strategies may include, but not be limited to, non-verbal clues, taking short breaks from frustrating activities, movement, classroom “jobs” and positive communication with families. The majority of supports will fall within Tier 1 which addresses the behaviors of approximately 80% of the students.

Tier 2 – This tier is built on Tier 1 strategies and addresses a smaller group of students (10-15%) who may not improve with Tier I interventions and support. This support requires more targeted support, rapid access to the intervention, continuous feedback and requires low effort to implement. The supports provided in Tier 2 are designed to address on-going at-risk behavior. The strategies in Tier 2 are used to prevent the problem behaviors from getting worse. Examples of Tier 2 supports may include social skills groups for students, self-monitoring or check in/check outs (CICO). Teachers meet on a regular basis to analyze student progress data and revise or update interventions as needed.

Tier 3 – When a student's behavior was not successfully resolved, they may begin receiving intervention and support at the Tier 3 level. A small percentage of students receive intensive and individualized support to assist in improving their behavior. Tier 3 support involves support from a multi-disciplinary team which includes an administrator, behavior support specialist, and other staff with experience in providing formal behavioral support.

The Leader in Me (<https://www.leaderinme.com>) will be implemented as part of NCS's character education framework. Leader in Me, designed by Franklin Covey and based on Stephen Covey's book *The 7 Habits of Highly Effective People*, teaches students leadership, responsibility, accountability and other life skills to help them succeed both academically and personally. Leadership principles will be integrated into the school's culture, daily curriculum and instruction and will complement the CHAMPS classroom management framework. Students learn habits such as how to be proactive, set goals, collaborate with others and have self-reflection. Students will take ownership of their learning which will support a positive school culture and help students build lifelong skills.

3. Continuous Improvement – Ongoing Professional Learning

Teachers at NCS are the essential key to developing high student achievement. NCS is committed to the professional learning of all teachers, administrators, paraprofessionals and volunteers. Professional learning will be focused on the implementation of the educational program with a specific focus on the implementation with fidelity of the STEAM model. Professional learning for all staff reinforces the expectation that student achievement is everyone's responsibility. Professional learning will help develop teacher expertise in innovative instructional methodologies and the skills necessary to implement the vision and mission of Newberry Community School. The elements of professional learning to support continuous improvement include:

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- Accountability partners: every teacher will have a partner to work with in sharing ideas, observing each other's lessons and providing supportive feedback. The NCS administrators will assign the partner based on levels of experience, areas of professional growth and individual professional development plans. Accountability partners will provide resources and will focus on supporting the learning goals of their students.
- Whole school professional learning: NCS will have 18 professional learning days built into the annual calendar which includes 10 days pre-opening professional learning and two end-of -year of teacher workdays. There are also four half days that will be dedicated in part to professional learning.
- Professional learning opportunities beyond NCS: staff members will be encouraged to participate in professional learning opportunities outside of the school that are applicable to their individual professional learning plan.

4. Data-driven Analysis

Student assessment data is an important component of the NCS educational model by informing instruction, promoting student learning and assisting students in meeting state standards and expectations. Multiple assessment strategies will be used to make informed instructional decisions, monitor student progress, evaluate student understanding and communicate accurate student information to families. The focus on student data will enable teachers to make real time adjustments to their instruction and to quickly determine whether interventions may be needed. Student data will be used to make decisions critical to student learning and may include data from assessments, attendance records, behavior reports and others. Data analysis may reveal that certain students may be struggling with specific reading or math skills which will then enable teachers to develop targeted interventions, differentiate instruction based on the data or review and revise the alignment of the curriculum. Additionally, data will support the implementation of the MTSS framework through progress monitoring, problem solving and adjusting teaching strategies to meet student needs.

Data will be analyzed to determine trends, strengths and areas that students need support or enrichment. NCS teachers will collaborate in professional learning teams to review data, develop strategies, share insights and create a learning environment to support all students.

5. Implementation of the STEAM model

Newberry Community School plans to implement a proven STEAM education model grounded in an educational philosophy that includes the components listed above and integrates specialized instructional strategies, curriculum, textbooks, and resource materials. This model emphasizes high-quality instruction, enabling students to excel academically in Science, Technology, Engineering, Arts, and Math.

Additionally, the Newberry Community School STEAM model includes a wide array of auxiliary courses and extracurricular activities to enhance the learning experience. The program is strategically aligned with Florida standards, research-backed, and designed to prepare students for success in their educational journey, ensuring they are well-prepared for college or career pathways.

The STEAM education program implemented at Newberry Community School is designed to ensure high student achievement in meeting the Florida standards, has a strong research base and will prepare students for success as they matriculate to their next level of education and ultimately become successful in the college or career of their choice.

One of the reasons NCS chose to offer the STEAM model for their curriculum is that the STEAM model of education is designed to meet the instructional and developmental needs of a wide

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range of students. STEAM allows for students' voices to be heard and their choices to be made in regard to their style of learning and their modality in order to access content on the front end, and demonstrate mastery on the back end, creating a "choice and voice" interactive model of learning. Intentionally built into the STEAM curriculum are hands-on projects and group projects that provide students with an opportunity to learn and participate alongside their classmates, and through that process, students offer their own special contribution to the projects they are engaged in regardless of their developmental level as compared to their peers. This opportunity for equitable contribution allows for a purposeful, connected, and personally meaningful learning experience for all members of the learning community. Through group projects offered as part of the STEAM approach to teaching, students also benefit from the peer interaction that the project offers. Those same benefits are inherent for students with disabilities as well. STEAM also provides an interdisciplinary approach to learning that creates options for teachers to utilize various approaches to a lesson that may give students a more stimulating learning opportunity based on their varied interests and learning styles.

Five key educational components will be implemented in NCS's implementation of a Science, Technology, Engineering, Arts and Math (STEAM) educational model. Georgette Yakman (2011) describes STEAM as "science and technology interpreted through engineering and the arts, all based in mathematical elements." Yakman explains STEAM as a framework for teaching across the disciplines; an integrative, holistic approach. The educational plan, instruction provided by staff and all curriculum materials and resources at Newberry will be based on the interconnected elements of the STEAM model. The successful implementation of these STEAM elements will contribute to a high performing education for all NCS students:

- Student engagement with real-world situations and applications.
- Opportunities for hands-on problem solving and learning.
- Integration of core content areas and the arts through interdisciplinary teaching and learning.
- Teamwork and collaboration.
- Rigorous curriculum and educational materials.

6. 5E Instructional Framework

Newberry Community School will integrate the 5E framework to support the STEAM model inquiry-based learning and provide a structured framework for students and teachers in our science and math curriculum. The 5E model is a planning tool for inquiry-based teaching and will provide a framework for students and teachers to connect ideas in science and math with their personal experiences enabling them to apply their learning to new contexts. The 5E model is a framework that and will facilitate a process requiring students to construct knowledge from experience. The 5E instructional model consists of five phases; engage, explore, explain, elaborate and evaluate.

Engagement – The Engagement component of this framework is designed to spark students' curiosity and activate their prior knowledge and help them become engaged in a new concept. Strategies include the use of short activities that promote curiosity and elicit prior knowledge (Tanner, 2010). In this phase teachers pose open-ended questions which help students identify what they already know and prepare for new knowledge. Strategies may include: asking open-ended questions, showing a brief video clip or a quick demonstration or using thought-provoking pictures or artifacts.

Exploration – In the Exploration phase, learners complete hands-on activities that help them use prior knowledge to generate new ideas and explore questions and possibilities (Tanner, 2010).

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Students actively engage in activities that help them explore concepts, skills or new knowledge. Students may work in small groups, make observations or collect data without teacher direction. During this phase, students often encounter become confused, have conflicting ideas, or unanswered questions, which may make them aware of gaps in their understanding (Tanner, 2010). This phase is student-driven and promotes collaborative learning. Strategies may include hands on activities, using models or visual aids, or participating in team activities and learning.

Explanation – In the Explanation phase students analyze their observations and begin to develop an understanding of the concepts or knowledge. Learning occurs and is "the initiation to new ideas that begins with conceptual understanding, and then, at the right time, labels and procedures are explicitly introduced to give structure to concepts" (Hattie, 2017). Teachers introduce formal language, concepts and explanations to clarify student understanding. Tasks are given requiring students to recall and demonstrate basic understandings of facts, ideas and the understanding of procedures. This phase reinforces what students have learned in the Explore phase. Strategies may include classroom discussions and student presentations, teacher guidance to clarify or elaborate on key concepts, and vocabulary development and interactive questioning.

Elaboration – This phase in the lesson or project is where students apply their knowledge to new situations in higher-level activities as this is an aspect of the learning cycle designed to "challenge and extend students' conceptual understanding and skills" (Tanner, 2010). This phase encourages students to connect what they have learned to real-world situations. This deepens students' comprehension through additional exploration. The Elaboration section reinforces critical thinking as students must decide how to approach a thought-provoking problem for which they have no ready-made solution or procedure. Strategies include solving related problems or engaging in further inquiry-based tasks, applying concepts to real-world scenarios or cross-curricular activities to make interdisciplinary connections.

Evaluation – Independent practice problems are provided in this phase and "provide opportunities for students to reflect on and demonstrate their understanding or mastery of the concepts and skills that have been explored" (Tanner, 2010). In performance tasks, ideas are applied to other content areas, and are not always designed with a clear or single-entry point. Students are asked to demonstrate what they have learned and teachers are able to assess whether learning has occurred. The evaluation phase helps to identify the areas where students may need additional support or it provides an ending to a unit, lesson or project. Strategies include; quizzes, tests, presentations, reflective journals or checklists or peer reviews and feedback sessions.

The 5E Framework is a student-centered approach that can be used with most content subjects and in any grade level K-5. This Framework aligns with the STEAM model that will be implemented as part of the Newberry Community School's educational program.

B. Describe the basic learning environment (e.g., classroom-based, independent study, blended learning), including rationale for class size and structure and how the learning environment supports and is consistent with the mission.

The instructional environment at Newberry Community School will be classroom-based with multiple opportunities throughout the school day for students to engage in a variety of learning methods which will include working independently, in small groups and one on one with teachers. A strong focus will be on providing engaging, hands-on learning activities from a highly qualified staff. The current and potential curriculum and instructional tools are evidence based, aligned with all Florida standards and when implemented with fidelity will assist students in achieving at high levels.

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Teachers within grade levels will collaborate on preparing lessons and classroom set-up. Classrooms will be arranged so that students feel a sense of order and purpose; displays will be presented in such a way as to complement, not compete with, instruction being provided by teachers. A collaborative culture will exist and will be supported by the implementation of CHAMPS, the school's character education model and by *Leader in Me* that will support students in becoming good citizens and strong leaders.

Newberry Community School will adhere to F.S. 1003.03 and 1002.33(16)(b)3., F.S. which outlines the classroom size requirements for each grade level with kindergarten through 3rd grade not exceeding an average of 18 students per classroom and 4th and 5th grade not exceeding an average of 22 students per classroom. This learning environment supports the ability to implement the STEAM model by promoting the opportunity for teachers to use direct instruction and for students to work independently, collaboratively and one on one with a teacher or tutor. The environment will be open and engaging allowing for the flexibility needed to implement with fidelity a highly successful STEAM classroom setting.

The STEAM educational model requires teachers to collaborate within and between grade levels to prepare lessons and design classroom settings. Classrooms will be arranged so that all materials will be ready at hand for student exploration and manipulation as called in the lesson designed.

C. Describe the research base used to design the educational program.

Research on the STEAM Education Model

“STEAM is creative and adaptable, making it accessible to children of all levels of ability. Even within one team, various ability levels can work together and learn together. The teaching methods are inquiry-based, process-focused, and student-centered. Lessons incorporate interest led investigations that provide students with ownership over their learning. Teamwork, collaboration and communication is a major focus. Students have the freedom to thinking critically, creatively and to innovative. Opportunities are provided for students to fail and try again in a safe environment. The value of failure as a learning opportunity is emphasized and mistakes are embraced not penalized. STEAM embraces the 4 C's identified as key 21st century skills – Creativity, Collaboration, Critical Thinking, and Communication.” Brewer S., (2024), The Benefits of STEM in Elementary, <https://www.steampoweredfamily.com/stem-in-elementary/>

Why inject art into the components of STEM? With art, students get a value-added component of problem-solving skills in creative ways according to “What is Stem and Steam??? A Guide for Parents and Educators.” Instead of the disciplines being taught in independent subject silos, lessons are well-rounded, project and inquiry-based, with a focus on interdisciplinary learning.” <https://bitwiseacademy.com/what-is-stem-and-steam/#:~:text=While%20STEM%20is%20not%20new,%2C%20Engineering%2C%20Arts%20and%20Math.>

Additionally, a report from the [U.S. Bureau of Labor Statistics](#) last modified in 2024, projects growth in STEM and STEAM-related occupations of 8% between now and 2029, compared to 3.4% for non-STEM occupations. It also lists median annual wages of \$86,980 for STEM/STEAM jobs, compared to \$39,810 for all occupations. What this translates into is that students who are equipped to successfully handle a STEAM related occupation, will not only have more opportunities regarding career choices but will also be enabled to earn significantly higher salaries than those who are not given the same opportunities.

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Research shows that it is imperative that our teachers are given ample opportunity to learn the skills necessary to teach in a STEAM Model framework. This is why we have created and will implement a professional development plan that enables our teachers to learn the requisite skills shown to help launch a STEAM program as successfully as possible. For example, in a dissertation research project conducted in 2020 examining one school's implementation of a STEAM education model, the researcher found that teachers reported a need for hands-on training and professional development, more time during the day for planning and implementing of STEAM, and better support from leadership. DellaSperanza-Zaratin, J., (2020), *Implementing S.T.E.A.M – One School's Journey Toward Implementation*. Theses and Dissertations. 110. https://scholar.stjohns.edu/theses_dissertations/110

The STEAM model has also been shown to enhance critical thinking skills and decision-making abilities in young children. Monkeviciene, O., Autukeviciene B., Kaminskiene L., and Monkevicius J., (2020), *Impact of Innovative STEAM Education Practices on Teacher Professional Development and 3-6-year-old Children's Competence Development*, *Journal of Social Studies Education Research* 11 (4), 1-27.

In a 2019 British project examining a STEAM model's effect on elementary aged students, the research indicated pupil progression in understanding science and design technology, greater awareness of how the arts and engineering relate and greater confidence in their creativity. Trowsdale, (2020); *Art-making as a site for education*, PhD thesis, University of Warwick.; Trowsdale, J., Mckenna, U. and Francis, L. (2019), *Evaluating the Imagineerium: the Trowsdale Indices of Confidence in Competence, Creativity and Learning*, *Thinking Skills and Creativity*, Vol. 32, pp. 75-81, doi: 10.1016/j.tsc.2019.04.001.

In a 2019 study, students who received nine hours of STEAM instruction made improvements in their science achievement. When controlling for all other factors, students who received the STEAM instruction from a well-trained teacher went from the 50th percentile to the 63rd percentile. Brouillette, L., & Graham, N. J. (2019), *Using arts integration to make science learning memorable in the upper elementary grades: A quasi-experimental study*. *Journal for Learning through the Arts*, 12(1).

A 2014 study assessed the effects of staff professional development and standards based, arts integrated instruction in three urban, high poverty elementary schools. Their outcomes indicated that “rigorous interdisciplinary instruction that links visual arts, literacy and math skills, and supports cognitive skill development, can increase students’ literacy and math learning while nurturing their art making skills and enhancing their ability to meaningfully reflect on their own work and that of their peers.” Cunnington, M., Kantrowitz, A., Harnett, S., and Hill-Ries.A., (2014), *Cultivating Common Ground: Integrating Standards-Based Visual Arts, Math and Literacy in High-Poverty Urban Classrooms*. *Journal for Learning through the Arts: A Research Journal on Arts Integration in Schools and Communities* 10, no. 1.

Because appropriate professional learning has been directly linked to the success of implementing a STEAM program, we would like to offer Lead teachers the opportunity to obtain their STEAM or STEM Certification. Lead teachers with STEAM certification could then train other staff which would create a train-the-trainer model for professionally developing their team teachers with the appropriate requisite skills and knowledge.

We believe that these certifications and the implementation of a train the trainer model will build the foundation for the lead teacher to easily integrate the core subjects needed to create the

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STEAM educational model. Regarding certification opportunities for K-5 educators, the following institutions provide a program that would enable NCS lead teachers and content specialists to obtain STEM/STEAM certification:

University of North Florida

The Graduate Certificate in Elementary STEM Education is designed to meet the needs of PreK-6 teachers, who already hold a valid teaching licensure, supervisors, coaches, and college/university teacher educators who want to increase their effectiveness in instruction in the STEM disciplines. This program addresses the needs expressed by the Florida State Department of Education. The program includes five classes that will provide an in-depth view of integrated STEM research, theory, and the application of current best practices in the classroom.

The National Certificate for STEM Teaching

The National Institute for STEM Education (NISE) offers competency-based programs leading to the National Certificate for STEM Teaching. Successful teachers who wish to build their skills and teachers looking to grow their STEM teaching skills now have the opportunity to do so. Partnering with the globally recognized American College of Education (ACE), the STEM certificate conferred by NISE grants access to a low-cost, accelerated master's in STEM Teaching and Doctorate at the American College of Education.

Georgia State University

For teachers looking for more STEM training to better teach today's students, Georgia State Online offers two options. The STEM Education Post-Baccalaureate Certificate program allows prospective students to receive a certificate in 18 hours of coursework – over two semesters – and is available completely online. The STEM Education M.Ed. Online program gives an opportunity to achieve a master's degree completely online in 36 hours of coursework – over four semesters – with the built-in certificate in STEM education.

Educational Support Systems (ESS)

ESS has partnered with Accelerate Learning to offer several professional certificate opportunities at a deeply discounted rate through the National Institute for STEM Education (NISE). This is an excellent opportunity to learn and earn CEUs (Continuing Education Units) or college credits in a 100% online, convenient, self-paced format. STEM represents a modern approach to education with principles that can be applied to any lesson plan and enhance any teaching situation. STEM teaching will help engage students in ways that other areas cannot, to develop unique cognitive skills, habits of mind, and attitudes that will benefit learners throughout their lives.

Research on the Science of Reading

The Science of Reading is a robust, research-backed body of knowledge built on years of scientific investigation with contributions from experts in education, special education, literacy, psychology, neurology, and related fields. The research findings provide valuable information into how students learn to read, the specific skills involved, how these skills interconnect, and the areas of the brain responsible for reading development.

Newberry Community Schools will implement the Science of Reading through a Structured Literacy approach using explicit and systematic instruction to help students learn to read. As part of Structured Literacy, teachers will explain and model key skills, organize their lessons in a logical order, build on prior knowledge, use assessments to determine student needs, provide feedback that is

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targeted and specific, and create a classroom environment where students are motivated to become confident readers. Structured literacy, a term originally used by the International Dyslexia Association, is based on the science of reading and is described as a collection of teaching methods and interventions that address reading challenges. Structured literacy can be effective for teaching reading to students who are beginning readers and with at-risk readers in upper grades. Structured literacy is also effective with students with dyslexia and reading related learning disabilities. Ray (2020) defines structured literacy as having six pillars that should be taught sequentially-(1)phonology- the ability to hear, identify, and manipulate individual sounds of spoken language, (2)phonics which are sound-symbol correspondences, (3)syllable knowledge-the understanding different types of syllables, (4)morphology-the understanding of prefixes, suffixes and root words, (5)syntax-the study of sentence structure and (6)semantics-the study of word meaning. (Ray, Jennifer. *Structured Literacy Supports all Learners: Students At-Risk of Literacy Acquisition – Dyslexia and English Learners*. Texas Association for Literacy Education Yearbook, Volume 7: Leaping into Literacy. 2020).

Research on Character Education

Research on implementing character education in elementary schools has shown that integrating character development into the curriculum can have a positive impact on students' social, emotional, and academic growth. Character education provides a foundation for developing responsible, respectful, ethical and civic-minded individuals. Research shows that schools with character education goals and initiatives have increased academic success, reduced behavioral concerns and overall motivation increases in staff and students (Abgoola, A. and Tsai, K. (n.d.). Bring Character Education into Classrooms. European Journal of Educational Research. Retrieved on August 25, 2023).

Research from the Journal of Character Education (2021) indicates that students in schools with a character education program have higher test scores and improved classroom behavior, which supports a more focused learning environment. Educational research shows that when the levels of support in CHAMPS are implemented with fidelity and teachers, parents and peers are involved, positive student outcomes can be achieved (Horner et al., 2005; Nelson et al., 2002; Walker et al., 1996; Walker & Shinn, 2002). The three foundational principles of CHAMPS, that are supported by research (Alberto & Troutman, 2012; Baer et al., 1968; Carr, 1993; Cooper et al., 2007; Gresham et al., 2001; Johnston & Pennypacker, 1993; Langland et al., 1998; Skinner, 1953), include:

- Behavior is related to the environments in which it occurs.
- Behavior can be changed
- Behavior change is more likely to occur with positive, rather than negative, techniques.

Newberry Community School will implement the CHAMPS framework to support classroom management and the building of a strong collaborative school culture. The core features of CHAMPS are evidence- based and directly linked to research studies that demonstrate the effectiveness of the framework. The STOIC acronym defined below is used to illustrate each research-based component of the framework:

S-Structure your classroom for success. The way the classroom is organized (physical setting, schedule, routines and procedures, quality of instruction, and so on) has a huge impact on student behavior; therefore, effective teachers carefully structure their classrooms in ways that prompt responsible student behavior (Baer, 1998; Evans & Lowell, 1979; Gettinger & Ball, 2008; Good & Brophy, 2000; Guardino & Fullerton, 2010; Scheuermann & Hall, 2008; Udvari-Solner, 1996;

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T-Teach behavioral expectations to students. Research supports the effectiveness of teaching rules (Brophy & Good, 1986; Curwin et al., 2018) and using positive and negative examples (Gresham, 1998; Kame'enui & Simmons, 1990; Sugai & Lewis, 1996) with a focus on what teachers expect students to do. This helps students learn the expected behavior.

O-Observe and supervise. Teachers who monitor student behavior by using proximity and physically circulating and monitoring the classroom as often as possible are able to gather data and notice trends over time. Visually scanning the room also improves behavior. (Colvin et al., 1997; De Pry & Sugai, 2002; Gettinger & Ball, 2008; Schuldheisz & van der Mars, 2001).

I-Interact positively with students. According to Beamon & Wheldall, 2000; Brophy&Good, 1986, Roshenshie, 1971; Thomas et al., 1968; Teachers should focus more time, attention and energy on promoting and acknowledging responsible behavior than on responding to misbehavior. Positive interactions between teachers and students have been shown to decrease poor behavior and lead to more time on task. Research also suggests that students are more likely to follow behavioral expectations and work hard to meet a teacher's expectations when the student-teacher relationship is positive and respectful (Borich, 2004; Brophy, 1981; Cameron & Pierce, 1994; Hall et al., 1968; Klem & Connell, 2004; Marzano, 2003; Niebuhr, 1999; Pianta et al., 2003; Reinke et al., 2007; Sutherland et al., 2000).

C-Correct fluently. Research has consistently indicated that students learn more effectively when they receive immediate feedback about their behavior (Gettinger & Ball, 2008; Good & Brophy, 2000; Hudson & Miller, 2006; Kame'enui & Simmons, 1990). Correcting misbehavior in a direct, explicit and brief manner, by providing immediate instruction about the "rule" and how to follow it is shown to improve and change student behavior. In addition, with chronic and severe misbehavior, the teacher is prompted to consider the function of the misbehavior and build a corresponding plan to help the student learn and exhibit the appropriate behavior (Alberto & Troutman, 2012; Crone & Horner, 2003; O'Neill et al., 1997).

Newberry Community School believes that the implementation of the CHAMPS framework will lead to positive student behavior which will directly impact high academic achievement.

D. Provide a sample daily schedule and school annual calendar, including the annual number of days and hours of instructional time as Attachment B. (Note: if approved, the Governing Board will formally adopt an annual calendar)

A sample daily schedule and annual school calendar is included as **Attachment B**. The Newberry Community School Governing Board will approve both the daily schedule and the annual calendar upon final approval of the charter application.

Newberry Community School will follow the annual school calendar of Alachua County offering a minimum of days of instruction and with modifications made for additional teacher workdays/professional learning days. The School District has not yet published a school calendar for the 2026-27 school year, so the sample included is subject to change to conform to the School District's calendar once available, with modifications. As required by state statute the school will provide instruction for no less than 720 hours of instruction per year for grades K-3 and 900 hours for grades 4-5. The annual calendar and daily schedule will be provided to all families and will be included in the Family Handbook and shared during before school orientation sessions and at all back-

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8:00 – 3:15 p.m. – Instructional day for all students in grades K-5

- 7:00- 8:00 – Before school care
- 7:20-7:50 a.m. – Breakfast
- 7:50 a.m. – Student arrival in classrooms
- 7:50-8:00 a.m. – Classroom transition time
- 8:00 a.m.-8:10 a.m. – Morning Meeting
- 8:10 a.m.-3:15 p.m. – Instructional Time
- Students will be scheduled for a 25-minute lunch according to their grade level
- Students in K-5 will be scheduled for 20 minutes of recess daily
- 3:15 p.m. – Dismissal

3:15 p.m.- 6:00 p.m. – Aftercare, Clubs and Tutoring

Attachment B includes the annual school calendar and a sample daily schedule.

E. Explain how the services the school will provide to the target population support attainment of the state-adopted standards, as required by section 1002.33, F.S.

Newberry Community School will, as required by section 1002.33, F.S., provide comprehensive services through a research-based educational model and a rigorous curriculum so that all students will have the knowledge, skills and ability to achieve at high levels on the Florida standards. The implementation of the five interconnected components of the STEAM model will provide integration of the core content areas with the visual and media arts to make strong real world learning connections for all students. The implementation of the Science of Reading and a structured writing curriculum will be an inherent component of every aspect of the NCS STEAM model.

The Newberry Community School's curriculum framework, content scope and sequences along with pacing guides will be aligned with the Florida standards and will serve as the foundation of what teachers teach and students learn. As a data driven school, teachers through their professional learning communities and grade level teams will monitor student data, analyze success on benchmark assessments and use data to inform instructional decisions.

The school will provide the following services and programs to all students at NCS to support attainment of the B.E.S.T Standards and the Next Generation State Standards:

• **MTSS** – A framework that will provide varying levels of academic and behavioral support to meet the diverse needs of all students. MTSS provides early identification and addresses student needs early through a systematic approach that involves monitoring, data-based decision-making, and evidence-based interventions.

• **Rigorous curriculum** – High expectations will be set for all students. NCS will provide high-quality curriculum which is research based accompanied by evidenced based instructional strategies and quality instructional materials dedicated to ensuring high academic achievement.

• **STEAM model** – The STEAM educational model will integrate Science, Technology, Engineering, Arts, and Math and is being implemented to foster problem-solving, critical thinking and innovation. Hands-on and project-based learning will enable students to apply skills and knowledge with real world problems.

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- **Professional learning** – Robust professional learning opportunities will be provided for all school staff and will be designed to enhance teacher effectiveness and improve student achievement
- **Data based decision making** – Student assessment data will be systematically analyzed and will inform instructional decisions and promote student learning. Data based decision making will teachers as they assist students in meeting state standards and expectations.
- **Family communication** – NCS school staff will provide information to families to support student learning. Effective family communication will help build strong connections and partnerships between school and family. Communication will occur using a variety of formats including digital, face to face, conferences and school newsletters.
- **High quality programs and support for students with special needs (ESE, ELL, Gifted and 504)** – Support for all students will be provided with tailored programs provided for students with special needs. These programs will allow equitable access to learning, personalize instruction as needed, develop an inclusive environment at NCS and allow for early intervention.
- **Robust reading and math curriculum and instructional materials** – The math and reading program provided to NCS students will be researched-based and will include engaging instruction for all foundational skills. The Science of Reading will ensure students have a strong literacy background with the focus of the math program to be centered on building a solid foundation of core concepts, problem solving, number sense and computational fluency.

These services, supports and programs will be inclusive, meet the needs of diverse learners and provide the knowledge, skills and abilities needed to ensure that students master key skills aligned with Florida state standards and preparing them for success in future grades.

Section 4: Curriculum and Instructional Design

- A. Describe the school’s curriculum in the core academic areas, illustrating how it will prepare students to achieve Florida standards. Describe the primary instructional strategies that the school will expect teachers to use and why they are appropriate for the anticipated student population. Describe the methods and systems teachers will have for providing differentiated instruction to meet the needs of all students, including how students who enter the school below grade level will be engaged in and benefit from the curriculum and the formalized multi-tiered level of supports that will be provided to students who are performing below grade level. In particular, describe the mathematics curriculum and differentiated strategies that will be used for students performing at grade level or higher and a separate mathematics curriculum and strategies for students who are performing below grade level.**

Newberry Community School’s educational program is built upon curriculum, textbooks, assessments and interventions that are research-based and aligned to Florida standards. The educational program also draws from successful models of other charter schools that have implemented a STEAM educational program. NCS will implement a robust research-based standards aligned English Language Arts/Reading program and structured Reading program based on the science of reading. NCS plans to use the Alachua County Comprehensive Evidence-Based Reading Plan with revisions made as needed to support the student population.

The educational program, primary instructional strategies and all curricular materials have been

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reviewed and selected based on research as well as evidence demonstrating the ability to achieve high academic results with a similar student population. The STEAM educational model to be implemented at Newberry Community School is aligned with the school's mission and vision and will meet and exceed the needs of the target population. NCS carefully selected instructional strategies, curriculum, textbooks, interventions and assessments that are researched based and align with the B.E.S.T. standards in English Language Arts and Mathematics and the Florida State Academic Standards in Science and Social Studies. Additionally, all instructional components have been successfully implemented and demonstrate success on Florida standards with students in grades K-5 and in both charter and traditional schools. Newberry Community School will follow all statutory requirements outlined in s.1002.42-Required Instruction, F.S. The core curriculum with accompanying textbooks and materials are outlined in the response to prompt 4.B.

Primary Instructional Strategies

Newberry Community School has reviewed current Newberry materials and anticipates selecting instructional strategies, curriculum, textbooks and instructional materials that are appropriate for the target student population and align with the mission and vision of NCS. The school's mission is "to honor and preserve our diverse community values, while providing a dynamic and supportive educational experience for all students". The vision of NCS encompasses the creation of a "learning environment where the values of the community merge seamlessly with innovative educational practices to foster excellence." Additionally, the school, through the vision "strives to create a safe, nurturing and inclusive atmosphere that celebrates tradition, encourages curiosity, and empowers every child to achieve their full potential. The primary instructional strategies will serve to realize both the vision and mission of Newberry Community School and will create a learning culture of high-quality academic achievement for all students. The instructional strategies used in the NCS instructional program are evidence-based and integral to the STEAM educational model, address the academic, physical and social needs of all students, promote interdisciplinary learning and develop students' critical thinking and problem-solving skills. The evidence basis for the educational model and the selected instructional strategies indicate that students will be able to meet or exceed the Florida standards and receive a year's worth of academic growth for each year of enrollment. The following instructional strategies will support the diverse range of student needs and learning styles:

1. *Inquiry-Based Learning*: Encourages curiosity and exploration by prompting students to ask questions, investigate, and discover solutions on their own. Teachers pose open-ended questions or present real-world problems, guiding students to design experiments, explore concepts, and analyze outcomes. For example, in a science unit, students might explore how plants grow by observing different environments and hypothesizing the best conditions. Inquiry-based learning promotes deep understanding, problem-solving skills, and active engagement in learning.
2. *Collaborative Learning*: Emphasizes teamwork and cooperative problem-solving through group activities. Students work in small groups on tasks such as designing a simple machine or conducting a coding activity. Each group member plays a role, fostering communication, responsibility, and group decision-making. Collaboration develops social and interpersonal skills while enhancing problem-solving through diverse perspectives.
3. *Use of Technology and Digital Tools*: Enhances learning with digital tools and resources to simulate, model, and create. Students might use coding platforms such as Scratch to develop simple games, 3D printers to create models, or virtual reality to explore environments like space or underwater ecosystems. The benefit of this strategy is the preparation of students for the

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digital world by teaching them technical skills, and critical thinking, and fostering an understanding of how technology can solve problems.

4. *Formative Assessment and Reflection*: Provides continuous assessment and reflection ensures that students understand key concepts and reflect on their learning process. Teachers use formative assessments such as quick quizzes, exit tickets, or journal entries. Students may also engage in peer assessments or reflect on their own projects, identifying what worked, what didn't, and how they could improve their designs or solutions. Assessment and reflection provide ongoing feedback to both students and teachers, allowing for real-time adjustments to instruction and learning approaches.
5. *Differentiated Instruction*: As described in further detail below, this strategy designs instruction to meet the diverse learning styles, strengths, and needs of individual students. Teachers might offer different levels of challenge within the same project. For example, while all students work on designing a simple vehicle, more advanced students might be asked to incorporate specific criteria (e.g., energy efficiency), while others focus on basic design and testing. Differentiation ensures that all students are appropriately challenged and supported, allowing them to succeed at their own level and pace.
6. *Problem-Based Learning*: Centers learning around complex, real-world problems that require students to apply STEAM knowledge to find solutions. Students may tackle a problem such as reducing plastic waste in the school cafeteria, using scientific research, technology tools, engineering design, mathematical data analysis, and artistic presentation to propose and test solutions or how to encourage deep engagement with content and fosters skills such as collaboration, critical thinking, and innovation.
7. *Cross-Curricular Connections*: Integrates multiple subjects into a cohesive lesson or unit to highlight the interconnectedness of different fields. For example, in a lesson on weather, students might explore the science behind climate (science), use mathematical data to track temperatures (math), design weather prediction devices (engineering), and create a video presentation about the impact of weather on society (technology and art). These connections reinforce understanding by applying concepts in a variety of ways by helping students see the relevance and real-world application of their learning.

NCS will use a combination of these instructional strategies to build a strong foundation in science, technology, engineering, arts, and math along with a physical education program which will provide holistic development for students in order to prepare them for the demands of middle school and high school and ultimately future careers in an increasingly interdisciplinary world.

Differentiated Instruction

Newberry Community School teachers will differentiate the instruction by utilizing a variety of best practices based on the latest research outcomes. To begin with, teachers will provide materials that are at varying readability levels. Students will have access to text materials available via audiotape, and teachers will present lessons through both auditory and visual means in order for students with disabilities and varying levels of reading abilities to be able to equitably access the content. NCS teachers will develop spelling and vocabulary lists at readiness levels of all students. Rubrics will be created that match and extend the different mastery levels of the students. Reading buddies will be utilized along with peer tutoring programs to allow for differentiated learning to be enhanced through their peer interactions. This will be especially beneficial to students who are below grade level. Re-teaching ideas or material in different settings or styles will be incorporated into the teaching methods utilized at NCS and by utilizing a reading buddies model, struggling readers “get to hear a more experienced reader model how to read fluently, with expression and phrasing, and they get 1:1

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assistance as they build their own skills and practice reading aloud. Younger students can engage in conversations with their buddy about the books they're reading and observe their buddy following the rules and demonstrating positive behavior. The buddy becomes a role model for them and someone who can offer encouragement and advice". Kaufman, M. 2024, Reading Buddies: "Building Community and a Love of Reading".

Our teachers will also utilize group learning, hands on, project-based learning modalities, and tactile approaches to introducing ideas and concepts thus, allowing for students who learn better in different modalities to be provided for. This model helps students at both ends of the learning spectrum, students who are below grade level and gifted students as well. For example, incorporating music or art, as part of the STEAM model, into the lesson plan in order to be more comfortable, interested, or accessible while learning the material helps all learners. Activities will be tiered so that all learners will be taught the same benchmarked skills yet be able to proceed with different levels of support, challenges, or complexity. Furthermore, curriculum chosen will be varied, as well, in order to reflect different cultures and backgrounds of a variety of students.

The learning environment will also be differentiated at NCS. Students will be given opportunities and options to utilize outdoor spaces, as well as have quiet, smaller spaces for them to learn material if they are more comfortable in that type of setting, or easily distracted by being in group settings or louder environments. Other students, who work better in group settings or larger, more stimulating environments, will be given that option for learning material. This will help accommodate both the physical needs and the psychological differences of the various learners at NCS.

Gifted students or more accelerated learners will also be enriched through the option of Interest Centers which will be developed to allow for students to pursue higher levels of mastery once they complete work or tasks prior to their peers. Although, through the Interest Center opportunity, struggling learners will also benefit by being offered varying times to complete tasks without feeling the pressure of having to learn material or master content at the same pace as their peers in the classroom, while advanced learners will be enabled to pursue their mastery at a higher and deeper level without having to wait for their peers to catch up.

Time will also be built into the school day and as part of the extended day, to allow for tutoring, interventions or deeper learning to take place based on individual students' needs and academic progress. This will be accomplished through a Lunch and Learn program which will be built into the schedule to allow for differentiated learning to take place beyond the normal classroom time schedule. On alternate time periods during an extended lunch period students will be able to choose which area of learning they would like more exposure to. Once the Lunch and Learn teacher is chosen, students will be able to ask focused questions, have more time on a project, or be exposed to material in a different way. Lunch and Learn will also allow for one-on-one time with a teacher so that focused learning of specific concepts can take place in a less intimidating, safer environment to further benefit students who are below grade level. The Before School and After School programs will offer the same opportunities, as well, through the creation of a tutoring program with trained instructors offering materials, guidance and support provided by classroom teachers.

Additionally, a group project style of teaching allows for teachers to have more time and opportunities to meet individual student needs. Some of the other approaches incorporated into the STEAM model that will allow for differentiated instruction are the utilization of scaffolding the material along with providing multi-sensory instruction. These delivery techniques allow for nuances of level of complexity, amount of structure, levels of materials provided, time allowed for tasks, levels of independence, adjustments in pacing, and steps it takes to master the material, which can all be

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adjusted in order to best meet the differentiated needs of the students. Mastery of content is able to be demonstrated through a variety of means in order to allow for differentiated models of learning as well. For example, students will be able to show mastery through creating a model or artistic product, or through a group project outcome, as well as through a traditional question and answer test, through the completion of a related book report, or through many other forms of self-expression. The one consistent thread throughout the mastery demonstration will be a rubric for a set of learning objectives which must be met and demonstrated through the chosen modality. This model of differentiated learning is based on Bloom's Taxonomy which is a hierarchal classification of the different levels of thinking and will be applied when our teachers are creating their course objectives. Incorporating Bloom's Taxonomy will allow teachers to create clear, measurable and concise goals for students to reach. Persaud C., (2024), *Bloom's Taxonomy: The Ultimate Guide*, "Gain a deep understanding of Bloom's taxonomy and how it can be effectively applied in the learning process to benefit both educators and learners".

Technology will also be utilized in order to differentiate instruction at NCS. Interactive assignments will be incorporated into lessons so that students with different learning styles and approaches to learning can be accommodated. Teachers will utilize technology to customize the curriculum to the needs of each student. This will also provide opportunities to differentiate homework as well.

Thus, in order to offer the absolute best differentiated instruction to our learners, NCS will take a "whole-child" approach, and assess a multitude of factors related to each individual child through a creative, holistic and patient approach that allows for a child's voice to be heard, their parents' voices to be heard.

Differentiating Instruction for Students Performing Below Grade Level

At NCS the curriculum is designed to support all students, including those with disabilities, English language learners and those performing above and below grade level. NCS will ensure alignment with s. 1001.42(18)(b), F.S., that requires the establishment of an *early warning system* to identify students performing below grade level and requires the implementation of intervention strategies to improve academic performance. The early warning system as outlined in s. 1001.42(18)(b) (1), F.S., must include the following early warning indicators:

- a. Attendance below 90 percent, regardless of whether absence is excused or a result of out-of-school suspension.
- b. One or more suspensions, whether in school or out of school.
- c. Course failure in English Language Arts or mathematics during any grading period.
- d. A Level 1 score on the statewide, standardized assessments in English Language Arts or mathematics.
- e. For students in kindergarten through grade 3, a substantial reading deficiency under s. 1008.25(5)(a) or, for students in kindergarten through grade 4, a substantial mathematics deficiency under s. 1008.25(6)(a).

Identification of a substantial reading deficiency as outlined in s. 1008.25(5)(a) includes any kindergarten through 3rd grade student who demonstrates through data obtained through screening, progress monitoring, statewide assessments or teacher observation, a substantial deficiency in reading or the characteristics of dyslexia, must be provided intensive, explicit, systematic and multisensory reading interventions. These interventions must be provided immediately following the identification of the deficiency and as stipulated in s. 1008.25(5)(d), the parent of a student exhibiting a substantial

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reading deficiency, or the characteristics of dyslexia must be notified in writing. Parent notification must include a description of the deficiency in reading, the current services being provided to the student, an outline of the proposed interventions and supports that will be provided to remediate the deficiency, the progression requirements indicating that a child must be retained if the deficiency is not remediated by the end of 3rd grade, an at-home plan for families to use that include strategies and activities to assist with reading, information that the statewide assessment is not the final determining factor of promotion and that multiple evaluations, that portfolio reviews and assessments will be used to determine whether a student is reading at or above grade level thus qualifying for promotion, the school's policies and procedures for a portfolio that is initiated immediately when the student is identified for retention or at a parent request, the school's criteria for mid-year promotion and information regarding the student's eligibility for the New Worlds Reading Initiative and scholarship, and all other information required by law.

NCS will also utilize technology to assess mastery levels of the students and then adjust their individual lessons accordingly. One program that NCS will utilize in order to accomplish this goal is through the IXL Learning Program. IXL offers personalized learning online. It is research-based and has a comprehensive elementary curriculum. The program provides individualized guidance, and incorporates real-time analytics, to meet the unique needs of each learner. <https://www.ixl.com/> has been shown to benefit all learners, but most importantly, it has shown even greater benefits to students in need of more help and support. For example, in a 2023 study conducted by Johns Hopkins education researchers, IXL Elementary-aged math students significantly outgained control students by more than 10 points on a standardized math assessment. Furthermore, subgroups of Hispanic, Special Education, English Language Learners, and Free and Reduced Meal Students. averaged between 13-17 points gains using IXL Math. Copeland S., Cook, M., Grant, A., and Ross, S., 2023, *Randomized-Control Efficacy Study of IXL Math in Holland Public Schools*.

NCS's approach will also enable data to be accessed and analyzed in real time and then they will utilize state of the art delivery models, curriculum, environments and technology to best meet each student's needs throughout their academic career.

Differentiated Math Instruction

Teachers at Newberry Community School will provide differentiated instruction in all content areas with a specific focus on Reading and Math. Teachers will provide differentiated math instruction using a variety of strategies and techniques to adapt the core math curriculum to the needs of students performing at or above grade level. For students performing below grade level standards math intervention support will be provided. Timothy Kanold, former president of the National Council of Supervisors of Mathematics, defines differentiation in a math lesson as “differentiation on the entry points into the task for support of the exit point to advance student thinking.” Supporting NCS students who are performing below grade level in math requires a comprehensive approach that addresses both academic and emotional needs. Key strategies and support systems that will be implemented include: targeted interventions as part of a personalized learning plan, scaffolded learning, using math manipulatives and visual aids, math centers, flexible grouping, using technology such as IXL, Khan Academy or Reflex Math, providing interventions as part of MTSS, after school math clubs and involving parents in how they can support math learning at home.

Incorporating technology, teaching math in small groups and engaging students in hands-on projects can help to differentiate instruction for all students. The implementation of the STEAM model at NCS provides an excellent format for addressing the differences in math achievement and providing real world problems to enable students to make connections between math content and

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everyday applications. Teachers will differentiate math for all students through a variety of strategies including math centers which allow for small group project based work following a short teacher directed lesson on a topic; activity cards which are included in the core math textbook selected by NCS and allow students to work independently or with a partner; choice boards which are graphic organizers created by the teacher and provides students the opportunity to select a topic, decide the method for learning/working with the topic and how to demonstrate mastery of the skill the student selected.

The *Go Math!* series to be implemented at NCS includes multiple avenues for differentiation including *Waggle*. *Waggle* is a supplemental reinforcement online program which is personalized to the varied needs of students and is specifically beneficial for students performing below grade level. Many teachers have successfully used *Waggle* to provide differentiated practice for students on math skills and content topics where they are struggling.

Multi-Tiered System of Supports

Newberry Community School will provide students with an evidence-based curriculum with textbooks and materials aligned with the FLDOE Instructional Materials list. Most students will be successful in meeting the grade level expectations of the core curriculum and the Florida standards. For NCS students who are identified as having significant learning gaps and unable to meet grade level standards, NCS will implement a multi-tiered system of support (MTSS). MTSS is a structured framework designed to meet the diverse needs of students. It focuses on integrating academic and behavioral supports to enhance student success.

As a data-based framework for instructional delivery, MTSS will include a multi-tiered approach to providing high quality instruction and interventions matched to student needs. MTSS utilizes learning rates across time to inform critical instructional decisions. The MTSS framework will be used at NCS to remove barriers to learning, implement evidence-based practices to ensure student learning and to make data-based decisions for targeted and intensive interventions. Educational equity is an essential component of the MTSS process and will be used to support an inclusive learning opportunity for all students.

The MTSS framework will be used to analyze assessment data for the purpose of effectively and efficiently allocating resources to support the academic and behavioral needs of all students through a tiered intervention process. Newberry Community School will use this framework to ensure that any student who is struggling academically or behaviorally has the support necessary to continue accessing and progressing through the curriculum and are prepared to meet and Florida benchmarks and standards. MTSS is based on early recognition through an early warning system and enables the development of an intervention plan. The intervention plan is essential in order for the student's academic, emotional and/or behavioral to be addressed early in the learning process so that prevention strategies can be implemented to enhance curriculum and instruction and ensure student success.

MTSS at NCS will include six components which are critical to ensuring the successful implementation of the MTSS framework. NSC staff will be provided ongoing professional learning on the six domains of the MTSS process. The six MTSS domains will include:

- 1. Universal Screening:*** Assessment is completed of all students at the beginning of the school year. Standardized assessments designed to identify students who may need additional support in academics and behavior are used for Universal Screening. Newberry Community School will use the Dynamic Indicators of Basic Early Literacy Skills (DIBELS) as a universal literacy screening instrument and the Florida Assessment of Student Thinking (FAST) for ELA and Math screening.

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2. **Multiple Tiers of Support:** The three tiers of support provide an efficient and effective delivery system of instruction, interventions and supports. Implementation with fidelity of each Tier ensures that students who demonstrate academic, social-emotional, and/ or behavioral needs within the educational environment obtain appropriate intervention and resources to address identified areas of need.

- *Tier 1 – Core Instruction and Universal Supports*

Tier 1 requires that evidence based high quality instruction and research-based curriculum are available and provided to all students. This tier is described as “core instruction” and includes the use of the traditional classroom based instructional strategies, such as the use of instructional focus calendars or small group differentiated instruction designed to meet needs of students on, below and above grade level. The high-quality instruction provided by teachers will meet the academic, behavioral and social emotional needs of most students with enrichment included for students exceeding benchmarks. Approximately 80% of student needs are met within Tier 1.

- *Tier 2 – Supplemental Instruction, Intervention and Supports*

Tier 2 interventions are provided for students who do not meet Tier I expectations in either academics or behavior. Interventions are implemented by trained staff and target academic, social-emotional and behavioral needs. Research-based intervention tools and strategies are implemented to support students who did not have their needs met in Tier 1. The MTSS team at NCS will use student data to make a determination regarding the type of interventions and supports that align with student needs. Tier 2 interventions build on the Tier 1 instruction and are typically delivered in a small group setting with the length of the sessions based on the intervention begin provided. Student progress is monitored regularly and receive increased feedback and practice on the identified targeted skills. Communication and collaboration with families is increased in Tier 2. 15-20% of students may need Tier 2 interventions and supports.

- *Tier 3 – Intensive, Individualized Intervention and Support*

Students who continue to struggle will be provided intensive research-based, individualized intervention plans. Students in Tier 3 have severe and persistent academic learning gaps and/or behavioral needs. Interventions will include specialized instruction, one-on-one tutoring or behavioral interventions. Many reasons exist as to why student may fail to respond to Tier 2 interventions. Thus, it is recommended that an increased level of problem solving be implemented. Frequent progress monitoring is critical at this stage and data gathered will enable the MTSS team to design more effective intervention plans for Tier 3 students. 1-5% of struggling students will require Tier 3 interventions and supports.

3. **Data based Decision Making:** Progress monitoring through regular collection and analysis of data will inform decisions about the effectiveness of interventions. NCS will create a Student Success Team (SST), dedicated to the MTSS process. The SST will be comprised of teachers, administrators, the school counselor, school psychologist, support staff and family representatives who will meet regularly to review student progress and adjust interventions as necessary. Data analysis will include identifying trends or patterns in the data, evaluation of the impact of the interventions and designing a plan based on student needs.

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4. **Collaboration**: Effective MTSS implementation relies on collaboration among teachers, specialists, and families. Regular communication helps to ensure that all stakeholders are informed and involved in supporting the student's growth. A communication protocol and timeline should be outlined and followed as part of the MTSS framework.

5. **Professional Learning**: Ongoing training for staff on MTSS practices, data analysis, problem solving and effective intervention strategies ensures that educators are equipped to support all learners. Continuous professional learning will be provided to ensure team members are skilled in data analysis, interpretation and intervention strategies and tools.

6. **Family Engagement and Communication**: Engaging and communicating with families is crucial in the MTSS process. It will be vital for the team to communicate findings and decisions with all stakeholders, including teachers and families, to ensure everyone is aware of student progress and supports in place. An aspect of NCS comprehensive parent involvement plan will include providing information and resources to help parents understand the interventions being used and how they can support their child at home.

MTSS Assessment Data

Multiple data will be gathered as a critical first step and gathered throughout the MTSS process using a variety of assessment strategies. NCS will collect student data through three main types of assessment protocols; universal screening, diagnostic assessment and progress monitoring.

- ❖ Universal screening is administered to all students and used to quickly identify the level of support a student will need on a given topic or skill. The universal screening assessments used will be valid reliable measures of performance, be able to predict future performance and will provide will help identify students' needs, deficits and strengths. The screening data is used to make informed decisions regarding the level of intervention. Universal screening will occur three times per year to monitor progress throughout the MTSS process.
- ❖ Diagnostic assessment is a more targeted assessment that helps identify gaps in learning.
- ❖ Progress monitoring is an essential feature of MTSS and if administered to only a few students (20% or less) using standardized, valid and reliable tools. Progress monitoring assessment are administered at least monthly for students identified and receiving Tier 2 interventions and supports and at least weekly for students receiving intensive interventions in Tier 3. If progressing monitoring is occurring for non-academic skills or behaviors, progress monitoring may occur more frequently.

Problem Solving

The process of placing students in tiered levels of support, initially, is dependent on the utilization of the universal screening process described above and the use of data by the Student Success Team (SST) to problem solve and develop individualized intervention plans for students. The SST at NCS will use the following four step problem solving model as they analyze data and plan student interventions:

1. **Problem Identification**: "Who and what are we concerned about?" In this step the team will identify the difference between what learning is expected and what is actually occurring.
2. **Problem Analysis**: "Why do we think the problem is occurring?" The team will use multiple sources of data including both formative and summative data to determine possible causes of the problem.

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3. *Plan Implementation:* “What can we do about it?” An intervention plan will be developed collaboratively with all stakeholders and implemented. The plan will include learning goals, support and research-based intervention strategies and tools to be used for progress monitoring.

4. *Plan Evaluation:* “Was our support successful?” Data from the progress monitoring is used to determine if the plan was successful. The extent to which the plan was implemented with fidelity and able to impact the gap between learning expectations and the actual learning outcome. If the expected learning outcome was not evident then the problem-solving process is repeated.

When developing and implementing interventions, the SST may consider the following questions:

- Is the intervention plan appropriately matched to the student's needs?
- Did our problem-solving process address the "whole student" by considering the interaction between academic and behavioral needs?
- If the student is responding positively to the intervention(s), are they also showing improvement in Tier 1 assessments? If not, why? What goals or needs should be targeted next? Does the student still require Tier 3 services, or should they move to Tier 2?
- If the student is not making progress, is fidelity to the intervention a concern?
- Does the student's progress monitoring data show that the interventions are effective but require a level of intensity and resources that exceeds what the school's general education resources can sustain for continued growth?
- Does the data indicate that the student is not making adequate progress despite receiving effective core instruction and intensive, evidence-based interventions?

If the answer is "yes" to either of the last two questions, it may indicate that the student should be referred for an evaluation to determine if they have a disability and require additional support. The Student Success Team will review data (universal assessment data, progress monitoring, diagnostic data and classroom assessments/observations) as frequently as the Team feels is necessary. The formalized SST meetings include grade-level teachers, interventionists, and a member of the administration team and will occur bi-weekly and will be according to a schedule developed at the beginning of the school year. It is anticipated that the MTSS meetings will be held on the second and fourth week of every month. During the fourth week of each month, the SST will discuss individual student progress, or lack thereof, toward the implementation the intervention(s) and make appropriate decisions based on collected data for the tier movement.

Interventions selected by the SST are not generic. Rather, they are individually designed to meet the unique learning needs of each student based on the recommendations of the Team. Cookie-cutter behavioral/ social-emotional interventions may not be strategic enough to meet the unique social-emotional/ behavioral needs of the student. Once interventions have been identified to appropriately reflect the student's needs, students receive intervention strategies in correlation with their tier. The frequency and intensity of applied interventions are delineated between each tier and increase in intensity and frequency as a student fails to respond to intervention. If a student fails to respond to intervention, the student is referred for a special education evaluation. If at any point the school suspects the student has a disability, the school will refer the student for a special education evaluation and the student will continue to receive tiered interventions supplemental to the evaluation

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results.

B.

- **If the curriculum is not yet fully developed, describe any curricular choices made to date and proposed curricular choices (e.g. textbooks, etc.) and explain the plan for how the curriculum will be completed between approval of the application and the opening of the school. This should include a timeline, milestones, and individuals responsible for included tasks. Also, describe the focus of the curriculum plan and explain how the curriculum will be implemented. Include what core subject areas will be offered and provide evidence on how the curriculum will be aligned to Florida standards.**

The listed curricula and programs are in the process of being developed, dependent on their inclusion in the State of Florida's approved textbook adoption list and may be adjusted as needed to ensure compliance with FLDOE-approved curricula and instructional materials at the time of the school's opening. Additionally, textbooks and instructional materials may change based on review by the future school leader. The training on books and instructional materials developed by the FLDOE will be completed prior to the opening of the school and will be attended by the school media specialists, and other staff involved in selecting library materials. All books available to students on a reading list or in the media center will be chosen by a certified educational media specialist. Furthermore, all materials available to students in grades K-5 will be accessible in a searchable format.

Core Academic Curriculum and Proposed Textbooks

Newberry Community School curriculum maps and pacing guides have not been fully developed and it is anticipated that once the school has received charter approval, the process of developing curriculum maps will be completed, with an anticipated date of June 2026. Accompanying pacing guides, which provide teachers with how much time should be spent (pace) on a concept and how to modify instruction when needed, will be developed in alignment with the curriculum maps. All selected curriculum, resources and textbooks are aligned with the Florida standards and when implemented with fidelity, will provide high academic achievement. NCS teachers will work in content specific committees to finalize curriculum maps and pacing guides ensuring that curriculum alignment work is completed no later than June 2026.

The curriculum and instructional materials under consideration will be aligned with Florida standards and successful implementation with fidelity in all grade levels will ensure all students are able to meet school, state and national standards. The STEAM educational model provides a clear framework to use in measuring real student progress based on real life content and will hold students, teachers and school leadership accountable for meeting established goals and metrics.

The curriculum and instructional materials will be aligned to and meet the Benchmarks for Excellent Student Thinking (B.E.S.T.). The standards will serve as the foundation for developing units, lessons and assessments in reading, writing and math. The Florida State Academic Standards will serve as the basis for the school's science curriculum. A full scope and sequence along with pacing guides will be developed in alignment with aligned with the state standards. The school, once approved, will work in content and grade level teams to develop curriculum maps which will include standards; grade level expectations; concepts and content; activities and instructional strategies; assessments; and resources. The use of curriculum maps will allow teachers to document the relationship between every component of the curriculum. It also fosters team cohesiveness and buy-in by all stakeholders within the school community.

Provided below is an anticipated task and timeline chart which outlines the person, task and

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timeline to be achieved prior to the school opening in August 2026. Given that the full-time employment of teachers will not begin until July 2026, any staff members that assist in the curriculum development process will be provided a stipend to support the curriculum development work after school hours and on weekends. NCS has budgeted \$25,000 in the Startup-Budget for these purposes.

Curriculum Development Process

Task	Responsible	Timeline
Needs assessment		
Review existing curriculum	Principal	February 2026
Gather input	Principal	February 2026
Standards Alignment		
Review state standards	Lead teachers	April 2026
Align standards to content areas	Lead teachers	May 2026
Define Curriculum Goals		
Establish learning objectives	Grade level teachers	May/June 2026
Review and finalize goals	Principal	June 2026
Finalize Curriculum		
Approve final curriculum document	Principal	June 2026
Select Resources		
Review textbooks and materials	Lead teachers	June 2026
Evaluate digital tools	Administration or Technology Coordinator	June 2026
Gather input from teachers on materials	Grade level teachers	June 2026
Professional Development		
Train teachers on new curriculum	Administration	Pre-Planning
Provide resources for teachers	Grade level Team Leaders	Pre-Planning

Teachers will be provided curriculum support for the STEAM educational model through the use of published curricular textbooks and resource materials. Possible curriculum materials described below were based on the successful implementation of the materials at high achieving STEAM charter schools in Florida and nationally. Textbooks and curriculum choices will be reviewed and approved by NCS administration and the NCS Board of Directors.

Reading/English Language Arts

Newberry Community School understands that reading is the core foundational skill taught by highly effective teachers to all students in order to create proficient readers and writers. NCS's literacy curriculum, strategies, instruction, and interventions are foundational to its comprehensive educational approach. Fostering student literacy requires providing consistent, high-quality reading instruction, regularly assessing student progress, and analyzing multiple data sources to adjust instruction to meet the diverse needs of our learners. NCS will implement a Structured Literacy

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approach to teaching reading with instruction provided through a deliberate and systematic process. Structured Literacy is a scientifically based and evidence-based core reading model with a strong emphasis on teaching the six early literacy skills of phonics, oral language, phonological awareness, vocabulary and comprehension. The NCS STEAM educational model promotes the integration of reading and writing skills across all content areas, ensuring students generalize literacy skills and engage in cross-curricular connections.

Newberry Community School's detailed Reading Plan is included as **Attachment D**.

Core Reading/Language Art Curriculum and Textbooks

- **Benchmark Advance**

Used by all grades 2-5 as the core Reading/ELA program. Benchmark Advance is aligned to the science of reading and provides daily instruction that is systematic and explicit. Included in the program is a process of spiral review and meaningful daily practice. The curriculum is fully aligned to B.E.S.T standards and includes weekly assessments with each question aligned to B.E.S.T standards so that teachers are able to quickly identify learning gaps and provide extended learning. Ongoing teacher training is an important aspect of Benchmark Advance.

- **University of Florida Literacy Institute Foundations (UFLI)**

NCS will use UFLI Foundations for a phonics-based core curriculum instruction for K-2 students and for interventions for grade 3-5. The UFLI curriculum is a research and evidence-based program based on the Orton-Gillingham multi-sensory approach and provides direct instruction scripted lessons for teachers. UFLI may be used in Tier 1 as whole group instruction, for small group instruction or as Tier 2 and 3 interventions. 30 minutes in the reading block.

- **Heggerty Phonemic Awareness Curriculum**

NCS will implement the Phonemic Awareness Curriculum for use in grades K-2 and as needed for support in grades 3 & 4. The primary curriculum teaches early, basic and advanced skills such as: rhyming and early fluency, isolating final or medial sounds, blending and segmenting sounds, adding and deleting phonemes and substituting phonemes. Teachers and students will access the Heggerty curriculum through digital lessons as well as print materials.

Reading Interventions for Tier 2 and Tier 3

In addition to the core reading language arts program, NCS will use the following materials as interventions to be included as essential components of Tier 2 and 3 interventions and include assessment aligned with the CERP for progress monitoring of the MTSS Tier 2-3 intervention strategies.

- **UFLI Foundations**

In addition to using UFLI as part of the core reading curriculum, UFLI Foundations will be used for Tier 2 and Tier 3 interventions. UFLI is an explicit and systematic program that teaches students the foundational skills necessary for proficient reading. Evidence-based instructional methods will be used that promote reading proficiency based on the science of reading research.

- **SIPPS (Systematic Instruction in Phonological Awareness and Sight Words)**

Fifth Edition (2025). Research-based instruction in fluency and word recognition to support students performing below grade level in reading. SIPPS is comprised of a structured-literacy approach by using protocols focusing on phonological awareness, high frequency words, and spelling-sounds. SIPPS is MTSS aligned and will be used at NCS for Tier II and Tier III interventions. NCS will use the program with struggling readers in K-3, but the program is also effective with older readers. The

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Digital Learning Portal provides self-guided professional learning opportunities for staff and ClassView Pro enables teachers to gather, share and analyze student assessment data.

- **Lexia Core5**

The Lexia Core5 intervention supports the MTSS process through an adaptive blended learning model and incorporates embedded assessment technology. It is research-based and aligned with the Science of Reading, with data from the 2022-2023 school year showing that 87% of students who used Core5 with fidelity advanced at least one grade level. The program aligns with B.E.S.T. Standards for grades K-2 and 3-5, and its texts focus on STEAM content topics. It is used for both intervention support and accelerating student learning. Teachers are provided with real-time data reports for progress monitoring, and professional learning is offered through LETRS for K-3 and Aspire for grades 4-8.

- **Great Leaps**

NCS will use this supplementary reading program used to build fluency and will be used with the core reading curriculum. Great Leaps includes work in phonics, phrases, stories and depth of knowledge to improve comprehension and fluency. This program is a 1:1 model and can be used by teachers, literacy coaches or as part of a tutoring program and has shown effectiveness with students in all MTSS Tiers.

ELA - Writing

Writing is a natural extension of the reading process and will be incorporated across the curriculum. NCS will implement *Bridge to Reading* (<https://heggerty.org/programs/bridge-to-reading>) published by Heggerty as an essential component of the language arts program. This comprehensive research-based writing curriculum will support NCS students in kindergarten through grade 3 as they become proficient writers. *Bridge to Writing* will provide systematic and explicit instruction and will follow the research-based gradual release model. Teachers using the gradual release model of instruction in the *Bridge to Writing* program will demonstrate a skill or strategy during the modeling phase of instruction; will support students as they practice of the skill; and provide students independent practice without teacher guidance. Student assessment will include conferencing with the teacher and writing rubrics. Teacher resources and classroom resources supported by the *myHeggerty Digital Resources* will be provided for all classrooms with professional learning opportunities available through the *Bridge to Writing* digital platform.

Math

Alignment to B.E.S.T standards and benchmarks and the compatibility with the Newberry Community School STEAM educational model were the primary factors used in selecting the NCS math curriculum. Additionally, the integration and implementation of high-quality curriculum and instructional strategies will be used to support student learning of the B.E.S.T Math standards and benchmarks. NCS curriculum development will include both horizontal alignment of benchmarks, which provides math connections within and across the grade level with vertical alignment connecting content across the K-5 grade levels. Math will be integrated into curriculum and is an essential part of the NCS STEAM framework, as students learn problem solving strategies, creative thinking and how to apply their math skills to real world situations. Frequent practice and application opportunities will be provided for students as they solve challenging math problems, analyze data and apply critical thinking.

Through lessons, activities, assessments, textbooks and technology, students become prepared for real-world experiences. Mathematical practices are covered in-depth and give students enhanced

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opportunities to engage in math problem-solving skills. Students will use *Go Math! Florida* (<https://www.hmhco.com>) as the primary textbook to allow for a variety of problem-solving strategies and expose students to real-world math problems. *Go Math!* is based on the 5E instructional model, described in Section 3, and will enable NCS students to work toward math proficiency on the FL standards.

NCS will use *Reflex* by Explore (<https://reflex.explorellearning.com>), an online K-5 program to support students on mastering math fluency facts and to prepare them for practical applications of basic math practices. *Khan Academy* (<https://www.khanacademy.org>) will provide standards aligned practice and lessons on math topics and skills for students and *IXL* (ixl.com) will be implemented K-5 as an additional math intervention tool to help students gain fluency in math and master skills with an interactive and motivating technology format. Deep conceptual math understanding will be aided by visual models, student-centered projects, and personalized learning giving students enhanced opportunities to engage in math problem-solving.

The following textbooks, intervention resources and assessments were selected to support the NCS Math curriculum:

Core Math Curriculum and Textbooks

- **Houghton Mifflin Harcourt – Go Math! Florida**

The core math curriculum will include student textbooks, resource material and teacher kits w/manipulatives. Teachers are provided with daily lesson planning and assessments with *Waggle* that will place students into personalized adaptive practice. Materials for small group instruction will enable teachers to provide targeted instruction with differentiated math resources which will be applicable to Tier 2 and Tier 3 math interventions.

Math Interventions

- **Reflex by Explore Learning**

Reflex is a research-based online math fluency program designed to help students build automaticity with basic math facts in addition, subtraction, multiplication, and division. The program uses an engaging, game-based approach to make learning math facts fun and interactive. Reflex focuses on developing math fact fluency, which is the ability to recall basic math facts quickly and accurately.

- **Khan Academy**

Online math resources for elementary students and teachers. It provides personalized learning with a strong focus on mastery of fundamental skills. Interactive lessons, personalized learning paths and math practice and mastery are all included.

- **IXL**

The IXL online personalized learning platform that will be used for reinforcing and practicing targeted skills, students can track their progress and teachers get immediate statistics on student performance. IXL will enable NCS students to master skills through personalized and adaptive learning. The assessment component is designed to create an individual learning plan for students. IXL can be used for both diagnostic and benchmarking assessment. Teachers can use the Diagnostic levels to determine whether students are performing on, above or below grade level and IXL can be administered as a benchmarking assessment scheduled three times throughout the year to measure progress from the beginning of the year to the end of the year.

Science

Science is a critical core content component of the STEAM education model. The outlined

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science curriculum will be aligned to the Florida State Academic Standards. The textbooks and resources integrated into classrooms as part of the NCS STEAM model will provide teachers with the instructional resources necessary to provide students the knowledge to help them develop collaboration skills, critical thinking and creativity through a hands-on problem-based learning environment. Content and labs will expose students to both science and engineering topics. Instructional strategies will be differentiated to meet the needs of all NCS students with differentiation including in the science pacing guides at each grade level. Student collaboration will be evident in group projects, team learning opportunities and class discussions. Assessments will enable students to demonstrate their understanding through traditional and non-traditional assessment methods. Critical thinking, problem solving, and communication skills will be evaluated and incorporated into the performance-based assessments. The science curriculum and instructional strategies will include inquiry-based learning, engineering design processes, problem-based learning, and integrations into other content areas. NCS also anticipates implementing a robotics/Lego League program as part of the afterschool clubs program.

Core Science Curriculum and Textbooks

Discovery Education – Science

NCS will implement the science curriculum provided by Discovery Education, which is described as an immersive, phenomena-based core science curriculum and includes relevant, phenomena-driven science instruction, interactive content and hands on learning. Discovery Education Science is aligned to the Florida State Academic Standards and will provide students the ability to master standards and will be supported through a reading component which includes digital media and allow students to become “scientists and engineers through investigations, questions and team problem solving. Extensive professional learning opportunities will enable NCS staff to learn instructional strategies focused on student engagement. Discovery Science Education includes the following textbook and materials: The Science Techbook, the Daily Classroom Companion, Mystery Science and Pivot Interactives (500+ interactive science activities).

Social Studies

NCS will utilize the Florida state standards-based social studies curriculum. The social studies program includes the study of world history, U.S. history, state history, and geography, with an embedded emphasis on being a responsible citizen.

The K-2 social studies curriculum introduces students to the fundamentals of geography, civics, economics, and history. The 3-5 social studies curriculum aims to teach students about the world we live in and help them evaluate the past to make sense of the present and future. Students will learn about the physical and human features of our world. Then they will study the history of their state and country, so that students can appreciate the ideals that our nation was founded on and the challenges we faced to achieve those goals.

Core Social Studies Curriculum and Textbooks

- **TCI Elementary Social Studies Curriculum for Florida.** This is an interactive curriculum which integrates reading and writing and helps students develop language arts skills. Formative and summative assessments are integrated in each lesson using a variety of assessments.
- **Provide evidence that reading is a primary focus of the school and that there is a research-based curriculum and set of strategies for students who are reading at grade**

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level or higher and, independently, a curriculum and strategy for students reading below grade level. Reading instructional strategies for foundational skills shall include phonics instruction for decoding and encoding as the primary instructional strategy for word reading. Instructional strategies may not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading.

Reading as a Primary Focus

As described above and in the NCS Reading Plan, which is included as **Attachment D**, Newberry Community School provides evidence that reading is a primary focus. Research based strategies and materials that will be implemented for students reading at and above grade level are included in the Reading Plan. The Reading Plan includes assurances that NCS will implement a structured literacy program based on the Science of Reading and will **not** use reading strategies that contain the three-cueing system of reading or visual memory.

- C. If the school will adopt or develop additional academic standards beyond those mandated by the state, explain the types of standards (e.g., content areas, grade levels). Describe the adoption or development process. Select one grade level and subject area as an example and explain how these additional standards exceed required standards and contribute to meeting the mission of the school.**

Newberry Community School will not adopt or develop additional academic standards beyond those mandated by the state.

- D. Describe the research base and foundation materials that were used or will be used to develop the curriculum.**

The curriculum research foundation aligns with the educational design outlined in Section 3. The proposed instructional curriculum and materials are on the state-approved list, are evidence-based and are backed by research. The proposed core content curriculum materials as outlined in response to Section 4.B. are currently included on the FLDOE approved instructional materials list and align with all state standards. As a component of the curriculum development process, curriculum maps and pacing guides will be developed to ensure that teachers provide high level instruction so that students meet or exceed all required standards. The application team researched a variety of educational models in order to determine which model would align with the current Newberry Elementary program but would provide a structured framework to many of the instructional strategies used by Newberry teachers. Various models were discussed with several Newberry teachers and the NCS Governing Board. After extensive research was conducted on successful charter school education frameworks in Florida it was determined that the STEAM education model would be implemented. The Board and staff believe that this model would best exemplify the mission and vision for the new school.

Curriculum mapping will be completed as part of the curriculum development process and will provide an outline for teaching and assessing student learning. NCS teachers will develop learning goals, a scope and sequence for each content area and assessments to measure classroom and student progress. The development of curriculum maps and pacing guides will assist NCS teachers in planning a concrete sequence for instruction, identifying gaps in the curriculum, defining assessment opportunities, monitoring and adjusting the pacing of instruction and modifying alignment to state standards. Heidi Hayes Jacobs has conducted extensive research on curriculum mapping since 1990 and describes the following benefits of curriculum mapping throughout her book *Getting Results with Curriculum Mapping* (ASCD, 2004):

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- Improves student learning
- Organizes instruction into a clear timeline
- Identifies opportunities for integration across curriculum areas
- Matches instruction to assessment
- Identifies gaps and redundancies in instruction
- Communication of instructional plans

Curriculum maps at Newberry Community School will enhance communication among teachers, administrators and parents and will provide all students the opportunity to master the academic content aligned to the state standards. Several textbooks, assessments and instructional tools being used by the current school will continue to be used with the new educational program. New materials will be selected from the state-approved list and will be approved by the governing board as part of the curriculum development process. The materials selection process will be led by the school leader and will involve teachers from each grade level, ESE teacher(s) and an ELL certified teacher. Instruction will be based on the NCS curriculum maps and supported by the textbooks and instructional materials.

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

Newberry Community School will include five non-core academic courses as part of the integrated educational model. These courses are integral to the STEAM model and will become part of all core content areas in grades K-5.

Technology

NCS believes that the integration of technology as part of the STEAM educational model enhances the learning experiences with real world projects and provides students with an understanding of how STEAM disciplines are interconnected. Technology will facilitate collaboration among students and the foundation of the integration will occur through the use of interactive tools and resources that foster engagement and creativity. Digital platforms like coding apps and robotics kits will allow students to explore programming concepts in a hands-on manner. By designing simple games or building robots, young learners gain critical problem-solving skills while enjoying the creative process. Tools like Google Classroom and various project management software will enable them to work together on projects, regardless of their physical location. This collaborative environment will create real-world scenarios where teamwork is essential. Additionally, virtual reality (VR) and augmented reality (AR) can be implemented to “transport” students to different environments—like ancient civilizations or the depths of the ocean—providing immersive experiences that enrich their understanding of scientific concepts and historical contexts.

NCS will also integrate technology into the arts within the STEAM framework. Digital art tools and music production software may also be incorporated so that students are able to express their creativity in diverse ways. Examples of merging art with technical skills will enable students to create digital paintings, compose music, or even produce videos. This integration highlights the importance of creativity in all areas of learning and demonstrates how technology can enhance traditional art forms.

Teachers as well as students will benefit from the comprehensive integration into the daily life of the school. Technology will assist teachers with student assessment and feedback by utilizing digital portfolios and e-assessments. Teachers will be able to use technology to monitor student progress in real-time, allowing for personalized instruction tailored to each student’s academic needs.

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This adaptive approach will help teachers identify strengths and areas for improvement, ensuring that every student is supported and provided interventions and enrichment as needed. Furthermore, technology encourages students to take ownership of their learning by allowing them to explore topics that interest them deeply, whether through research projects or creative presentations.

The successful integration of technology as an important aspect of the NCS STEAM program will enrich the curriculum but will also prepare students for a future where the ability to change and innovate are key. The NCS mission, vision and educational model embraces technology and will cultivate critical thinkers, collaborative team players, and creative problem solvers.

Engineering

Engineering concepts, such as simple machines, robotics and motion, will be included as part of the STEAM model at NCS. Providing Newberry Community School students exposure to engineering topics and their integration with technology and science will develop the problem-solving mindset which is critical to preparing students for real world problems. Building problem solving skills and working collaboratively on engineering projects will also show students how the STEAM fields are connected and can make math and science more relevant. Student engagement increases as students work collaboratively on building together and solving problems. Many STEAM schools are successfully implementing the DIVE-In method, developed by *Accelerate Learning (March 2024)*, in their approach to building an understanding of the engineering principles. This hands-on process consists of four key phases:

- Deconstruct – Understanding the Basics
- Imitate – Replicating to Learn
- Vary – Encouraging Creativity and Innovation
- Explore – Applying Knowledge in New Context

Students will have access to resources such as Lego Storystarters, Lego Education SPIKE Essential Set and YES (Youth Engineering Solutions) and may engage in projects like building model houses, creating stringed instruments, or building a balloon powered boat. Professional learning opportunities will be provided for Newberry Community School teachers on the concepts and strategies to use with implementing engineering topics for their grade level. During the professional learning sessions, teachers will develop a portfolio of engineering projects for classroom use.

Arts

The Rocky Mountain College of Art + Design's article *The Meaning Behind the A in STEAM: The Role of Art in Education* (July 2024) describes the addition of art into the STEAM model as playing a critical role in the STEAM curriculum. Art and academic performance are closely connected but the advantages of art in the STEAM model extend beyond increased math or science performance and can enhance student behavior through the ability students to express themselves through creative avenues. include both visual and performing arts such as music, dance, design, writing and painting. The Rocky Mountain College of Art + Design's article describes the educational, cognitive and developmental benefits of art in the STEAM curriculum which include:

Educational

- ▷ Improving writing skills
- ▷ Improving critical thinking skills
- ▷ Improving fine motor skills
- ▷ Improving math skills

Cognitive and Developmental

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- ▷ Improving focus and awareness
- ▷ Improving memory
- ▷ Improving problem-solving skills and creativity
- ▷ Improving resilience and perseverance

Newberry Community School staff will integrate art throughout the school day with students having the opportunity to spend a 45-minute block of dedicated time during the week in an Art classroom. Art will also be built into integrated STEAM projects and an Art Club will be available to students as part of the after-school programming.

Art Curriculum and Textbooks

- **The Art of Education University** – this visual arts curriculum includes professional learning for teachers and is designed as a flexible curriculum with standards-aligned visual arts lessons, videos and resources.

- **Music** – NCS Students will receive 45 minutes of music each week and have the opportunity to participate in music instruction including both vocal and instrumental formats. Classes will explore the impact that music has made through history and students will have an opportunity to learn how to play a musical instrument.

Music Resources and Textbooks

- **McGraw Hill Spotlight on Music (2016)** – includes a spiraling curriculum, a comprehensive song library of authentic literature, virtual instruments and interactive listening maps and videos. Additional resources to support the music program will be explored prior to purchase of the resources and textbooks.

Physical Education and Health

As part of the school's emphasis on student development, health and physical education (PE) will play a vital role in the curriculum. Students will engage in movement and exploration throughout their academic classes, the Physical Education program is specifically designed to foster an appreciation for health and physical well-being. The program will be standards-based and involve moderate to vigorous physical activity. In compliance with Section 1003.455, F.S., students will participate in 150 minutes of Physical Education each week with the primary goal of providing instruction in physical literacy, responsible activity behaviors and to promote physical activities. Health education will be integrated into the curriculum for kindergarten through fifth grade, with oversight from a certified PE instructor. Additionally, students will learn about healthy bodies and related concepts as part of the school's comprehensive development approach and connections to the content of the school's STEAM program will be emphasized.

Physical Education Resources and Textbooks

- ***Harcourt Health & Fitness***
- **Health Opportunities Through Physical Education**
- **CPALMS**
- **Teacher Created Materials**

F. Discuss the system and structures the school will implement for students at risk of not meeting academic requirements or of dropping out.

All students will be engaged in and benefit from the curriculum provided at Newberry

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Community School, including students at risk of not meeting academic requirements and students who enter below grade level. The curriculum at NCS is aligned to state standards and the implementation of the STEAM educational framework coupled with research-based textbooks, materials and resources will assure support for students not meeting academic requirements. NCS will employ teachers and staff committed to addressing the unique needs of every student regardless of academic level. The mission and vision of NCS is based on the belief that all students can succeed when provided with high-quality instruction, early intervention for learning gaps and immediate intervention to address those challenges. The strong focus on family engagement and community partnerships will assist the school in serving students at risk of not meeting academic expectations. The curriculum materials and intervention programs are designed to offer inclusive access to all students, with evidence-based interventions ensuring that each child is fully engaged through differentiated instruction and real-time performance-based supports.

Newberry Community School will use the results of past student performance, beginning of the year benchmark assessment data, diagnostic data and progress monitoring to identify students needing immediate targeted or intensive interventions. A multi-tiered system of supports (MTSS) will be implemented to address the needs of students across all grade levels. The problem-solving /MTSS Team, referred to as the "Student Success Team," will meet as often as needed to evaluate students who show significant academic or behavioral deficits or those not progressing in the core instructional program. Using the problem-solving approach, described earlier in the application, the SST will review academic, behavioral, and other relevant factors impacting a student's performance. The team will develop a plan of intervention and support that will be monitored periodically to assess its effectiveness for the student. If a student does not respond to these intensified interventions, the team may recommend an evaluation to determine eligibility for exceptional student education services. English language learners who are struggling academically, despite appropriate accommodations and instruction using second-language strategies, will also receive tiered interventions to help them achieve grade-level mastery. The school's early warning system will include the following triggers:

- Attendance below 90 percent, regardless of whether absence is excused or a result of out of-school suspension
- One or more suspensions
- Rate of progress and growth or failure in reading and/or mathematics as determined by benchmarking assessments
- Number of students with a substantial reading deficiency as defined by Rule 6A-6.053, F.A.C. (only applies to grades K-3)
- Number of students with a substantial mathematics defined by Rule 6A-6.0533, F.A.C. (only applies to grades K-4)
- A Level 1 score on the statewide, standardized assessments in English language arts or mathematics or, for students in kindergarten through grade 3, a substantial reading deficiency under s. 1008.25(5)(a)
- Prior retentions/over age for grade

If a student displays two or more early warning indicators, the Student Success Team will review the relevant data, and the problem-solving process will be used to develop appropriate intervention strategies. The student's parent will be invited to participate as a member of the team. As with any student brought to the attention of the SST, the student's progress will be closely monitored, and data-driven decisions will be made to evaluate the effectiveness of the intervention.

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Adjustments, including intensifying or modifying the intervention, will be implemented as necessary to address the concern.

The following systems and structures may be implemented to address the needs of students at risk for meeting academic expectations and standards:

- Implementation with fidelity of the school’s multi-tiered system of supports
- Regular assessments, progress monitoring and data analysis to identify students at risk and match them with the appropriate level of intervention
- Implementation of a data system that will flag students showing signs of being at-risk
- Closely monitor key indicators such as attendance, grades, behavior incidents and assessment results
- Professional learning opportunities provided to staff on topics related to strategies to use with students at risk of not meeting expectations
- Implementation of classroom management and student leadership programs to address the social and behavioral needs of at-risk students and teach student problem solving skills, positive decision-making, resilience, self-regulation and positive relationships
- Encourage family involvement to support students through parent-teacher conferences, workshops, regular communication to keep parents informed and engaged
- Provide resources and strategies for parents to help at-risk student at home
- Small-group or one-on-one tutoring, homework help and targeted skill-building activities during the after-school program
- Pairing students with mentors (older students, school staff, community volunteers) to provide academic and behavioral support

By implementing these systems and structures, Newberry Community School will provide comprehensive, data-driven support to at-risk students, addressing both academic and social-emotional needs while promoting long-term success.

Section 5: Student Performance

Performance Goals

- A. Describe the expected incoming baseline of student academic achievement of students who will enroll in the school. Based upon the expected incoming baseline performance, describe the school’s goals for academic growth and improvement that students are expected to show each year and the rationale for those goals. Describe how the school’s academic goals and objectives for improving student learning will be revised if the actual incoming baseline is substantially different than the expected baseline. Describe how success will be evaluated, and the desired overall results to be attained through instruction.**

To establish a baseline, NCS examined the data of the students enrolled for the 2023-2024 school year—the most recent data available from the Department at the time of this application. The performance data for Newberry Elementary School for the 2023-24 school year was as follows:

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2023-24 School Year Performance Data		
	Newberry Elementary School	Alachua County School District
Grade 3 ELA Achievement	71%	58%
ELA Achievement	60%	54%
ELA Learning Gains	59%	56%
ELA Learning Gains Lowest 25%	61%	50%
Math Achievement	60%	53%
Math Learning Gains	76%	59%
Math Learning Gains Lowest 25%	61%	51%
Science Achievement	N/A	57%

Given that Newberry Elementary School has performed above the School District average and earned a school grade of “A” for the 2023-24 school year, NCS’s goal will be to maintain the same level of achievement for the first year while making modest growth in each subsequent year. NCS’s rationale is that the student body will be composed of substantially the same students as Newberry Elementary School. Therefore, NCS’s incoming baseline is likely to look very similar to the current student performance baseline at Newberry Elementary School. Once NCS has enrolled students, we will update our baseline based on actual available student data. If there is a sufficient deviation between the actual and projected baseline, NCS’s performance goals will be updated accordingly.

Below is a chart detailing the performance goals for the first five years of operation based on the assumed baseline. This chart assumes a 1.2 percentage point increase each year in students achieving proficiency, and 2 percentage points in students demonstrating learning gains. This will keep NCS as an “A” grade school while still pushing for continued growth in future school years. This aligns with the State of Florida’s goals set forth in its Every Student Succeeds Act (ESSA) State Plan, wherein the State has committed to increasing student achievement in ELA and Mathematics by 12 percentage points over 10 years, or 1.2 percentage points per year. NCS also believes that its shift towards focusing on STEAM curriculum will result in continued academic growth at NCS.

Minimum Performance Goals					
	2026-27	2027-28	2028-29	2029-30	2030-31
Grade 3 ELA Achievement	71%	72.2%	73.4%	74.6%	75.8%
ELA Achievement	60%	61.2%	62.4%	63.6%	64.8%
ELA Learning Gains	59%	61%	63%	65%	67%
ELA Learning Gains Lowest 25%	61%	63%	65%	67%	69%
Math Achievement	60%	61.2%	62.4%	63.6%	64.8%
Math Learning Gains	76%	78%	80%	82%	84%
Math Learning Gains Lowest 25%	61%	63%	65%	67%	69%
Science Achievement	N/A	N/A	N/A	57%	60%

Please note that NCS is not planning to offer 5th grade until Year 4 of operations and therefore will not have a state assessment-related 5th grade goal for the first three years of operation.

As an elementary school, all NCS students will participate in the State’s coordinated screening

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and progress monitoring system known as Florida Assessment of Student Thinking (FAST). FAST progress monitoring exams will be administered for ELA and Mathematics at the beginning (PM1), middle (PM2), and end of the school year (PM3) in accordance with the state assessment schedule, a sample of which is attached as Attachment F. As set forth in s. 1008.25(9)(b), F.S., the results of the first two progress monitoring exams will be available to teachers within 1 week and to parents within 2 weeks after administration. Parents will be able to view their child's reports through a web-based portal that will also include resources that explain the purpose of progress monitoring, assist the parent in interpreting progress monitoring results, and support informed parent involvement. s. 1008.25(9)(c)2., F.S. In addition, 4th grade students will take the Statewide Writing Assessment during the spring, and, once NCS adds 5th grade, all 5th grade students will take the Statewide Science Assessment. As described elsewhere in this application, ELL students will also take the ACCESS for ELLs exam.

NCS intends to achieve a school grade of "A." NCS will annually evaluate its success in achieving its goals by analyzing data from FAST progress-monitoring, other state assessments, and through internal interim assessments (discussed further below). Both the administration and instructional personnel will continually review and analyze data as it becomes available throughout the school year. When school grades are issued each year, the administration will conduct a deep dive of all available student performance data as compared against the goals for that year. Where any goals have been missed, the administration will conduct a programmatic review to identify areas of the education program that can be improved to ensure attainment of the school's goals. This information will be presented to the Governing Board on a regular basis and programmatic changes will be made where necessary to ensure healthy academic growth of the student body. All end-of-year schoolwide data will also be reviewed with the entirety of the instructional staff when they return for the new school year.

B. Describe any mission-specific educational goals and targets for the school not captured by state accountability requirements. State goals clearly in terms of the measures or assessments the school plans to use.

As a community-focused school, it is an important goal of NCS to maintain positive relationships with the school community. NCS will annually circulate a survey to families near the end of each school year that will detail questions about NCS's educational program and allow families the opportunity to rate the charter school in each area. These surveys will be voluntary but will provide critical insight into the school community and help identify areas for focused improvement. An annual goal for NCS will be to obtain an aggregated 90% satisfactory rating on the family survey.

In addition, through rigorous integration of CHAMPS and Leader in Me (discussed more in Section 8), NCS intends see increases in positive student behavior and to decrease the number of disciplinary incidents that result in in-school suspension, out-of-school suspension, or expulsion in so that NCS is below the School District's average.

Placement and Progression

C. Describe the school's student grade level and course placement procedures.

NCS will follow the School District's Student Progression Plan, which dictates grade level and course placement procedures for students. Kindergarten students must be five years of age on or before September 1 in order to be admitted. The results of the first FAST progress monitoring assessment administered within 30 days of the start of the school year will be used for purposes of assessing Kindergarten readiness. In order to be placed in first grade, students must be six years old

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on or before September 1 and have been enrolled in a public school, have completed the requirements for kindergarten in a private school or as a homeschool student to enter the first grade, or otherwise qualify for enrollment or advancement in accordance with s. 1003.21, F.S.

As set forth in the Student Progression Plan, the grade placement of any new student will be determined by the Principal or their designee. No student will be assigned to a grade level based solely on age or other factors that constitute social promotion. The Principal may request a student to present a report card or other evidence of school attendance prior to enrollment. Student retention and promotion decisions will be based on attainment of the state academic standards and progress monitoring data. Each student's progression from one grade to another will be based, in part, upon proficiency in reading, writing, science, mathematics and social studies. Students that do not achieve adequate levels of progress in the education program will receive remediation and may be retained in accordance with the Student Progression Plan. Promotion and retention decisions will be made at the end of the school year and will include all options set forth on pages 16-17 of the Student Progression Plan.

NCS will follow all requirements of s. 1008.25, F.S., relating to progress monitoring and retention. Any students who do not achieve a Level 3 or above on the FAST progress monitoring assessment for ELA or Mathematics will be evaluated to determine the nature of the student's difficulty, the areas of academic need, and strategies for providing academic supports to improve the student's performance. Such students will be covered by one of the following plans: (a) an IEP or similarly required federal plan; (b) a school-wide system of progress monitoring for all students; or (c) an individualized monitoring plan. Any student who has a substantial reading deficiency or a substantial mathematics deficiency will be covered by an IEP or individualized monitoring plan, which will be developed within 45 days after the coordinated screening and progress monitoring results are available in accordance with s. 1008.25(4)(c), F.S. NCS's determination of whether a student has a substantial deficiency in reading or mathematics will be based on a holistic review of all available data, including progress monitoring data, diagnostic assessments, and teacher observations.

NCS will follow the required parental notification and remediation requirements for students in grades Kindergarten through 3 who exhibit a substantial reading deficiency, and in grades Kindergarten through 4 that exhibit a substantial mathematics deficiency. s. 1008.25, F.S. Once a student has been identified as having a substantial reading deficiency or substantial mathematics deficiency, NCS will notify the parents and will begin providing necessary evidence-based interventions, including, but not limited to, providing a minimum of 90 minutes of daily uninterrupted reading instruction for students with a substantial reading deficiency and all other appropriate interventions as detailed in s. 1008.25, F.S. and the Student Progression Plan. The parental notification will include all elements required under s. 1008.25(5) and (6). NCS will not wait for a student to receive a failing grade or for a progress monitoring plan to be developed before initiating interventions. These interventions will continue until the student has demonstrated grade-level proficiency in the subject area, including achieving a Level 3 on the applicable statewide assessment. NCS will apprise the parent at least monthly of the student's progress in response to the intensive interventions and supports and will meet with the parent upon request. s. 1008.25(5) and (6), F.S.

For a student to be promoted to 4th grade, they must score a Level 2 or higher on the ELA FAST progress monitoring assessment. Any student that fails to demonstrate remediation of a reading deficiency by scoring a Level 2 or higher on the ELA FAST progress monitoring assessment will be retained. Per the Student Progression Plan, NCS will review the progress monitoring plans of each retained 3rd grade student. The review will address the additional supports and services needed to

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remediate the identified areas of deficiency. A 3rd grade student may only be exempted from mandatory retention for good cause and in accordance with s. 1008.25(7). NCS will follow the School District's policy for midyear promotion of third grade students who are retained due to a substantial reading deficiency, as set forth in the Student Progression Plan. No student will be retained more than once in grade 3.

- D. State whether the applicant intends to use the local school district's pupil progression plan. If not, explain the policies and standards for promoting students from one grade level to the next or provide the pupil progression plan as Attachment E.**

NCS will use Alachua County School District's Student Progression Plan.

- E. If the school will serve high school students, describe the methods used to determine if a student has satisfied the requirements specified in section 1003.428, F.S., and any proposed additional requirements.**

N/A.

- F. Discuss how and when promotion and graduation criteria will be communicated to parents and students.**

Parents will be apprised of student progress with periodic progress reports, report cards every 9 weeks, and as needed by direct communications from instructional staff. Additionally, parents will have the ability to login to Skyward to stay up to date on their student's grades, assignments, and progress. As described in section 5.C. above, students who struggle to meet state standards will be evaluated by staff and provided intensive instruction to correct any deficiency in reading or mathematics. Once a deficiency has been identified, the student's parents will be promptly notified. Per ss. 1008.25(5)(d) and (6)(c), such notification will include the following information:

- a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in reading;
- a description of the current services that are provided to the child;
- a description of the proposed intensive interventions and supports that will be provided to the child that are designed to remediate the identified area of reading or mathematics deficiency; and
- a description of strategies, including multisensory strategies and programming, through a home-based the parent can use in helping his or her child succeed in reading or mathematics, as applicable.

In addition, the parents of students with an identified reading deficiency will be notified about the mandatory retention requirements, the factors that may be considered in promotion other than statewide assessment data, the requirements for good cause promotion through portfolio review, NCS's policy on midyear promotion, and information about the student's eligibility for the New Worlds Readings Initiative. Following the initial notification, NCS will apprise parents at least monthly of the student's progress in response to the intensive interventions, or more frequently if requested by the parent. For students with an IEP, supports and interventions will also be discussed during the IEP Team meeting.

Assessment and Evaluation

- G. In addition to all mandatory assessments, identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year**

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(including baseline assessments) including a proposed assessment schedule as Attachment F. Provide the rationale for selecting these assessments, including an explanation of how these assessments align with the school’s curriculum, performance goals, and state standards.

In addition to mandatory assessments, NCS will implement a program of interim assessments that will continually monitor student growth and attainment of the state standards. Interim assessments can be used to determine the effectiveness of instructional practices and may be used to predict how well students will perform on end-of-year assessments. Benchmarking, formative and locally created assessments are all considered interim assessments. This will include the use of i-Ready, DIBELS, and in-class assessments.

Curriculum Associate’s i-Ready Diagnostic is a widely-used online assessment program for reading and/or mathematics that is used to measure student growth. i-Ready’s assessments are adaptive and personalized to each student. (<https://i-readycentral.com/familycenter/what-is-i-ready/>) For instance, the difficulty of questions adapts as a student answers them, increasing or decreasing in difficulty based on the student’s responses. (<https://i-readycentral.com/familycenter/faqs/>) i-Ready data is useful in helping teachers make data-driven decisions about their students. Teachers will utilize i-Ready Diagnostic on a regular basis to gauge achievement and growth of their students. Each student will have individualized i-Ready growth targets in addition to stretch goals. Teachers will be required to review i-Ready data and use this to differentiate instruction for students based on their individualized mastery of concepts.

NCS will also utilize DIBELS 8th Edition which has been developed by the Center on Teaching and Learning at the University of Oregon to monitor the development of early literacy and reading skills in students in grades Kindergarten through 8. (What is DIBELS?, Univ. of Or., <https://dibels.uoregon.edu/about-dibels>) DIBELS offers “a set of short (one-minute) fluency measures that can be used for universal screening, benchmark assessment, and progress monitoring in Kindergarten to 8th grade.” DIBELS 8th Edition Brochure, (<https://dibels.uoregon.edu/sites/default/files/DIBELS8EditionBrochure.pdf>) DIBELS subtests measure skills that are critical for achievement in reading and can identify students that are at risk of not meeting reading goals. *Id.*

NCS teachers will also utilize in-class formative and summative assessments to evaluate student performance and attainment of the state standards. These will include quizzes and unit tests in regular intervals to ensure that student achievement is monitored on an ongoing basis. Teachers will also monitor mastery of the standards through in-class assignment and projects on a day-to-day basis.

The sample assessment schedule is included as **Attachment F**.

H. Describe how student assessment and performance data will be used to evaluate and inform instruction. Who will be responsible for managing the data, interpreting it for classroom teachers, and leading or coordinating professional development to improve student achievement?

Student data will be the primary driver in evaluating the effectiveness of NCS’s program and making informed decisions about the delivery of instruction. The Principal will be responsible for managing student performance data and presenting it to the instructional staff. During the pre-planning period, NCS’s administration will hold a group data talk with all instructional personnel, wherein the Principal will go over the previous year’s student performance data. The Principal will use

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the data talk to give guidance and refresher on how to utilize data to make informed decisions in the classroom. The goal of the data talk will be to interpret the data and recognize strengths and areas of weakness in the educational program as reflected through the performance data. The Principal will use the data talk to create staff-wide consensus on goals and strategies that can be used to target areas of identified weakness in student outcomes.

During the first Professional Learning Community (PLC), the Team Lead for each grade will hold a small group data chat focused on developing grade-wide strategies to address common areas that need improvement or focus. Teachers will also be directed to review performance data for their classes from the previous year, and to use that data to develop individual strategies to boost student outcomes tailored for their specific classroom.

Similar school-wide and small group data chats will occur at regular intervals during the school year as progress monitoring and other data becomes available. Teachers will also review all available informal data, including student performance data from in-class projects, assignments, quizzes, and tests. Students identified as being at risk or in need of additional supports will be referred to the Student Success Team and targeted supports will be provided. Student performance data will also be used by instructional staff to properly differentiate instruction for students who need additional supports.

As described in more detail in Section 4 of this Application, NCS will also employ a multi-tiered system of supports (MTSS) premised on identifying students with varying levels of need and deploying focused interventions to support their growth and achievement. The Student Success Team will analyze student data, monitor students identified as requiring additional support, and develop targeted plans and recommendations to improve student performance. The Student Success Team will continuously review student achievement data, which will guide all decisions pertaining to student supports.

I. Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.

As discussed above, NCS will hold a data talk and training prior to the start of each school year that is focused on analyzing, interpreting, and using performance to improve student learning. This training will provide instruction on how teachers can effectively analyze student data and use that information in developing school-wide and classroom-level strategies to improve student outcomes. Subsequent data talks will be held during the course of the school year, including after the PM2 FAST progress monitoring data is available during the middle of the school year. At least two monthly PLCs will also be dedicated to data analysis and planning, to be led by the Team Lead teachers for each grade level. Teachers will also be expected to use data to make informed decisions on an individual basis within their own classrooms. Teachers that demonstrate a need for additional support in analyzing and deploying data will be required to participate in additional professional learning opportunities through their Individual Professional Learning Plan. All instructional staff will also be trained on the use of MTSS throughout the school year.

The school's leadership will be encouraged to attend professional learning opportunities designed to provide instruction for school leaders on how to interpret student data, set school-wide performance goals, and make data-driven decisions.

J. Describe the corrective actions the school would take if it falls short of student academic achievement expectations or goals at the school-wide, classroom, sub-group, or individual student level. Explain what would trigger such corrective actions

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and who would be responsible for implementing it.

- **School-Wide Level:** At the school-wide level, the Principal will work in conjunction with the Governing Board to set academic performance goals for each school year. The Principal will then lead in the creation of a school improvement plan. The Principal will consult the School Advisory Council (SAC) in developing the school improvement plan, which will then be submitted to the Governing Board for approval. The Principal and the SAC will provide ongoing monitoring of the implementation of the school improvement plan, and the Principal will provide the Governing Board with frequent updates on the School's progress in achieving the goals established therein. The Principal will also lead a school-wide discussion about student performance data, where teachers will engage in group analysis and problem-solving to develop targeted strategies to address areas of underperformance. This same exercise in analysis and problem-solving will be carried down into teacher PLCs, which will strategize on areas of underperformance that may be common across their respective grade levels and courses.
- **Classroom Level:** At the classroom level, the Principal will work with individual teachers whose students have fallen short of academic achievement expectations to identify problems and strategize on solutions. The Principal will meet individually with such teachers to review their Individual Professional Learning Plan and update the plan to include professional learning goals and objectives that are tailored towards improving recognized areas of weakness in the teacher's instruction. The Principal will also conduct more frequent classroom observations—both formal and informal—and hold follow-up meetings with the teacher to review areas of strength and weakness. The Principal will also review the teacher's lesson plans on a regular basis to ensure the teacher is implementing agreed instructional strategies. The Principal may also assign struggling teachers with a mentor, who will conduct frequent check-ins with the mentee.
- **Student Level:** At the student level, NCS's instructional staff will be expected to frequently review all available progress monitoring data and informal classroom data to identify students that may be struggling or require additional supports. Such students will be referred to the Student Success Team for monitoring, which will identify the level of supports required and create a plan for the student. If a student is suspected of having a disability that may make them eligible for special education and related services, the student will be referred for evaluation subject to parental consent. If a student has an IEP, the teacher will consult with the ESE teacher about student's progress and the IEP team will convene to determine if the student needs additional services or accommodations to ensure adequate growth. For ELL students that are underperforming, the ELL Committee will also be convened to strategize on ways to better support the student. In addition to deploying the strategies mentioned above, NCS will stay in close contact with parents to ensure they are adequately informed about their child's academic performance, including by providing all required notices under s. 1008.25, F.S.
- **Sub-Group Level:** At the sub-group level, the Principal and instructional staff will review student data to identify any achievement gaps between specific sub-groups within the charter school. If an achievement gap is identified, the Principal and instructional staff will investigate potential causes contributing to the gap. If NCS

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employs specialists that serve the sub-group, such as ESE or ESOL teachers, those specialists will be consulted to identify ways to close the achievement gap. In addition, if the sub-group is a particular grade level, then PLCs will be used as another means to develop strategies for improvement.

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

Parents will be informed of their student's progress periodically through progress reports, report cards, teacher communications, and through the Skyward student information system. NCS will also ensure that teachers make frequent contact with parents of struggling students and hold parent conferences as necessary to strategize and discuss potential means to boost the student's achievement. Parents will be encouraged to review their children's grades and performance data and implement at home strategies to support the child. For the first two administrations of the FAST progress monitoring, parents will be provided their student's results within two weeks after administration of the progress monitoring. s. 1008.25(9)(c), F.S. All end-of-year assessment data will be provided within 1 week after the results are received. The results will be provided in an easy-to-read and understandable format that meets the requirements of s. 1008.22(7)(h), F.S., and results will be available to parents through Skyward.

As discussed in Section 5.C. and 5.F. above, NCS will also follow all state requirements for notifying parents of students who have been identified as having a substantial reading deficiency or substantial mathematics deficiency. In the event a student has exhibited a deficiency, the parents will be provided a notification that includes all of the required information discussed in Section 5.F. above and as set forth in ss. 1008.25(5) and (6), F.S. NCS acknowledges that students are likely to have better outcomes when instructional staff work with parents to support the child.

L. Describe the plan for protecting the privacy of individual student academic performance data and other student-related information.

NCS will strictly comply with the requirements of the Family Educational Rights and Privacy Act (FERPA) and s. 1002.22., F.S. relating to the protection of the personally identifiable information (PII) of students contained in education records. The PII of students will only be disclosed in accordance with FERPA, including to school officials and teachers that have a legitimate educational interest in knowing the information or others permitted to receive such information under 20 U.S.C. 1232g(b). All staff will be trained on FERPA at the beginning of each school year and NCS's employee handbook will contain clear policies addressing the handling and disclosure of confidential student information. Staff members that do not have a need-to-know basis for accessing student information will be prohibited from doing so. These policies will ensure PII is appropriately safeguarded against unintended disclosure to third parties, including by requiring all employee electronic devices to be password protected and ensuring adequate cybersecurity protections are in place.

NCS will also comply with the requirements of the Children's Online Privacy Protection Rule (COPPA), s. 1006.1494, F.S., and Rule 6A-1.09550, Fla. Admin. Code, relating to the use of online educational service providers. The Governing Board will adopt policies to protect student PII from potential misuse and to protect students from data mining and targeted advertising. This will include a review of the terms of service and privacy policy of all online educational service providers, which the Principal will be responsible for doing. Per Rule 6A-1.09550, if PII will be collected by an online educational service provider, parents will be notified in writing. For any online educational service that a student or parent is required to use, NCS will provide notice on its website of the PII information

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that may be collected, how it will be used, when it will be destroyed and the terms of re-disclosure. This notice will include a link to the online educational service’s terms of service and privacy policy, if publicly available. NCS will not utilize the services of online educational service providers that will share or sell a student’s PII for commercial purposes, including but not limited to targeted advertising.

Section 6: Exceptional Students

A. Provide the school’s projected population of students with disabilities and describe how the projection was made.

We anticipate the majority of our students will come from the greater Newberry area. Based on this review, we anticipate that approximately 15% of our students will be students with individual education plans (IEPs) requiring specialized exceptional student education (ESE) programming and services. The number of students requiring accommodations and/or services under Section 504 of the Rehabilitation Act of 1973 could not be determined based on available public reports. School-level data for gifted enrollment also was not available; based on district prevalence, we anticipate approximately seven percent will be gifted. Projected enrollment of students with disabilities and gifted learners is depicted in the table below.

ESE Enrollment Projections – Years One through Five

	Percentage	Y 1	Y 2	Y 3	Y 4	Y 5
Total Enrollment		658	694	712	906	928
Students with Disabilities	15%	99	104	107	136	139
Gifted Learners	7%	46	49	50	63	65
PreK ESE	# of Students	36	18	18	18	18

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

NCS will not discriminate on the basis of race, religion, ethnic origin, or disability. All students wishing to enroll will be required to follow the application procedures and timelines described in Section 14, including the lottery process applied in the event applications exceed capacity. The lottery will be conducted in such a way as to ensure there is no possibility of discrimination of students who may have disabilities, or of any other protected class. In addition, the school’s marketing materials will include an explanation that NCS is a tuition-free public charter school; its enrollment policies are nondiscriminatory and nonsectarian; and services and supports are available to address the needs of students with disabilities, English language learners, and students with unique needs and abilities. Orientation meetings will be held for prospective parents and students to establish clear expectations and understanding of what the school has to offer.

C. Describe how the school will work with the sponsor and through the Individual Education Plan (IEP) process when necessary to ensure students with disabilities receive a free appropriate education (FAPE) in the least restrictive environment (LRE).

When a student with an IEP enrolls at NCS, whether from within the district or as a transfer student from within Florida or out-of-state, the school’s ESE lead designee will carefully review the student’s IEP and any related available records and communicate with applicable ESE district personnel when needed regarding the student’s enrollment. Staff will ensure that a local educational agency representative who is knowledgeable of the available resources and can commit to their

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allocation participates in IEP meetings for students. This may involve coordinating efforts in collaboration with the School District and will be based upon specifics outlined in the charter contract once approved. It is anticipated that details will be included within the charter contract identifying who will serve as the LEA representative for various meeting purposes required by federal and State law. The (LEA) representative will serve as a collaborative member of the IEP team and support the related team meeting processes.

In the event there are services on the IEP that are not currently or readily available at the school, NCS will work with the School District to convene an IEP team meeting and consider the student's educational needs and services required to constitute the provision of a FAPE. Educational programs differ across schools in a variety of ways. Because of those differences, for some students, a receiving school's IEP team may determine that the IEP from the sending school can be revised to provide different but equally effective services and supports to meet the student's needs resulting from the disability/disabilities. The IEP team will determine the special education and related services; supplemental aids and services; supports for school personnel; and placement in the least restrictive environment that will provide the student access to the general education curriculum and promote continued rates of progress toward the annual goals and their attainment.

If the IEP team determines that the student has needs that cannot adequately be met at NCS, the appropriately constituted IEP team, including the LEA representative, and the parent, will determine an appropriate placement based upon the available continuum of alternative placement options within the district. By working collaboratively with the district and families, we anticipate that respective IEP teams will make data-based placement decisions based on the consideration of the full continuum of available placement options within the School District.

D. Describe the methods the school will use to identify students with disabilities that have not yet been identified.

In accordance with our MTSS framework (see Section 4), if a student exhibits academic, social, or behavioral challenges, the school will implement a cyclical four-step problem solving process through which, students will be provided targeted academic and/or behavioral instruction and interventions, including systematic progress monitoring measures and fidelity checks to ensure staff have the resources necessary to implement the interventions as designed. Throughout the problem solving/response to intervention (PS/RtI) process, the problem-solving team (PST) will convene on a regular basis to document and analyze the student's progress, the interventions attempted, and the results of those interventions. As part of its regular data review and analysis process, the PST will explicitly consider the following questions:

- Does the student's RtI data indicate the interventions are effective but require a level of intensity and resources to sustain growth or performance that is beyond that which is accessible through the school's general education resources?
- Does the student's RtI data indicate the student does not make adequate growth given effective core instruction and intensive, evidence-based interventions?

In addition, if at any time a parent requests an evaluation for their child, the school will schedule a meeting with the parent to discuss the areas of concern and respond to the parent's request without delay. If the parent requests an evaluation prior to the implementation of general education intervention, or if the student demonstrates severe cognitive, physical, or sensory impairments or presents a danger to self or others, intensive individualized interventions and support will be implemented concurrently with the evaluation process. Under any circumstance when there is an

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established need for an evaluation (e.g., the PST suspects a disability based on the student's response to intervention data; the parent suspects a disability and requests an evaluation) or there is a knowledge base that the student may be a student with a disability, the ESE specialist/lead ESE teacher will work collaboratively with the District ESE staffing specialist to ensure parental consent is obtained within 30 days in accordance with Rule 6A-6.0331, F.A.C.

Under district policy 9000, Community Relations, Charter School Operations (po9800.04), the School District is responsible for conducting initial evaluations of students who are suspected of having the need for ESE and/or gifted placement. Evaluations will be conducted through collaboration between the School District and the school in accordance with Florida statutes and rules and the contract negotiated upon approval of the application. Once the evaluation is complete, the School District will convene a team of professionals and the parent to determine if the student meets ESE eligibility requirements under State Board of Education rules and determine the student's educational needs. The team will include the parent(s), an LEA representative, the evaluator(s) and/or an individual who is able to interpret the evaluation results, at least one of the student's teachers, an ESE teacher from NCS, a school-based administrator or designee, and any other individuals or participants required by law.

E. Describe the programs, strategies, and supports the school will provide, including supplemental supports and services and modifications and accommodations to ensure the academic success of students with disabilities whose education needs can be met in a regular classroom environment with at least 80% of instruction occurring in a class with non-disabled peers.

NCS will implement an inclusive service delivery model to support students with disabilities in the least restrictive environment. ESE services will be provided by appropriately credentialed and certified individuals. The school will directly employ the necessary ESE teachers, and contract with outside agencies or the School District when applicable for qualified individuals to provide related services including but not limited to: speech therapy, language therapy, occupational therapy, physical therapy, and counseling. As caseloads and student needs warrant, the school may direct-hire full- or part-time related service providers in lieu of contracted staff. NCS's inclusion model will provide direct and indirect ESE services and specially designed instruction utilizing the following service delivery models:

- Support Facilitation – The ESE teacher will work with individual or small groups of students on an individualized basis within a traditional classroom/general education setting to provide direct ESE support and specialized instruction. At times this may be known as inclusion teaching or in class one-on-one.
- Collaboration – The ESE teacher or service provider and general education teacher will meet face-to-face on a regular basis to plan, implement, and monitor instructional alternatives and/or positive behavioral interventions designed to ensure the student has access to the grade-level curriculum, standards, the educational environment, and is successful in the general classroom. In collaboration, the ESE teacher/service provider actively collaborates with the general education teacher to implement and monitor instruction and intervention.
- Consultation – The ESE teacher will meet face-to-face on a regular basis with the general education teacher to advise and support the general education teacher about effective academic and/or behavioral strategies to use with the student and provide technical

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assistance to support the student's success in the general education curriculum and activities.

- Pullout ESE – The ESE teacher will be available to work with individual or small groups of ESE students on an individualized basis outside of the general education classroom. Students will only be removed from the general education when the nature or intensity of the specially designed instruction precludes implementation within the general education classroom.
- Pullout Therapy – Services such as occupational therapy, speech therapy, and counseling are often provided one-on-one or in small group settings with other students receiving similar ESE services or working toward similarly designed annual IEP goals and/or short-term objectives.
- Dual-Certification – The school's hiring process will include a concerted effort to hire teachers who hold ESE certification in addition to certification in the subject areas and grade levels to which they are assigned.

The most critical supports provided to students with disabilities are the instructional strategies used to teach the student (i.e., specially designed instruction, or SDI) and the supplemental aids and services and accommodations the student provided to enable the student to access the educational program. The type or approach to SDI will be based on each student's level of need, learning style, and the content or skill being addressed. Instructional staff and IEP teams will use targeted SDI, classroom accommodations, and supplemental aids and services to meet their students' needs. The following are examples of supports that will be implemented:

- Supports to address environmental needs (e.g., preferential seating; planned seating in the classroom, at lunch, during assemblies, and in other locations; altered physical room arrangement; specialized lighting; acoustical treatments)
- Presentation of subject matter (e.g., clarification of key concepts; graphic organizers, alternate presentation of content; planning guides; scaffolding; mnemonics)
- Direct or explicit instruction in content, skills, and strategies (e.g., instruction in the use of graphic organizers, comprehension strategies, writing process, mechanics and usage, math computation and reasoning strategies)
- Pacing of instruction (e.g., breaks; extended processing or response time; complex information divided into chunks or sections)
- Assignment adaptations (e.g., shortened assignments; instructions broken into steps)
- Multiple means for practice opportunities (e.g., learning centers; games; rhythmic activities; variety of reading materials, including books, magazines, computer software)
- Self-management and/or follow-through (e.g., calendars, study skills; home set of materials to support homework and parent involvement; behavioral intervention plan; use of rubrics or scoring guides)
- Ongoing assessment and use of testing accommodations (e.g., frequent comprehension checks; alternate formats to demonstrate mastery; test read aloud; extended time)
- Social interaction support (e.g., cooperative learning groups; social skills instruction; peer buddies; positive behavior intervention plan or behavior contract)
- Speech/language therapy, occupational therapy, physical therapy, and counseling
- Systematic progress monitoring to assess the effectiveness of specially designed instruction

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- Training/professional development for school staff regarding identification and implementation of effective and appropriate strategies based on student-specific needs

As described in Sections 3 and 4, the educational program, curricula, and instructional materials that have been identified offer a significant amount of supplemental and support materials for students who are behind grade level; these materials and strategies are proven effective with students with disabilities and English language learners as well. In addition, more intensive individualized interventions may be developed, implemented, and monitored for students based on need and the systematic review and analysis of data.

Our inclusive classrooms support general education and ESE teachers working together to serve all students. If a student's needs cannot be met, even with appropriate supplemental aids and services, the IEP team may determine that some amount of pullout is necessary (e.g., intensive, specialized instruction; specially designed instruction in social skills). However, NCS anticipates that, for the majority of students, instruction will be most effective when special education and related services, supplemental aids and services, and accommodations are provided within the general education setting.

As part of the school's MTSS and professional development plan, teachers and administrators will always seek more effective and efficient instructional strategies and will look to capitalize on resources and professional learning opportunities. Applying universal design for learning and developing scheduling that promotes inclusivity in conjunction with our hands-on innovative instructional program, NCS will be able to maximize educational opportunities for all our students while relying heavily on push-in ESE service delivery models.

Additionally, in collaboration with the School District, NCS will work to target any applicable areas of district focus identified through the completion of the Best Practices for Inclusive Education (BPIE) Assessment to ensure the school implements practices in alignment with the School District's priority needs, related goals, and any related action planning. The school plans to access any available and necessary resources through the Florida Inclusion Network.

F. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a regular classroom and resource room combination (between 40-80% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

As described in Section 6.C. above, all placement decisions are made by the IEP team and are based on the individual needs of students. We believe that NCS's educational program and carefully selected curricula and instructional materials will be most effectively implemented in the regular classroom with robust ESE services. To this end we strongly support the provision of push-in services to the maximum extent possible. Placement data statewide support the importance of inclusive placements. According to the School District's 2023 LEA Profile, 80.25 percent of all students with disabilities across the district were served in regular class placement (≥ 80 percent of the school day with nondisabled peers), more than the target of 77.69 percent. Another 12.16 percent were served at the resource level (40 to 79 percent of the day with nondisabled peers), slightly less than the target of 13.35 percent. We will have pullout services available and will not place a limit on the amount of time a student may be removed from the general classroom, but we believe the vast majority of students will be able to be supported within the general classrooms for 80 percent or more of the school day as intended by targets established by the Florida Department of Education.

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- G. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a separate classroom (less than 40% of instruction occurring with non-disabled peers) can be provided FAPE by the school.**

As described in Section 6.C. and 6.F. above, all placement decisions are made by the IEP team and are based on the student's individual needs. NCS will offer general education courses and provide instruction in the general state standards. Although not a requirement for placement in a separate class environment, students who require separate class placement in order to receive a FAPE are often students with significant cognitive disabilities or students with more significant exceptional needs. Students with significant cognitive disabilities receiving instruction in the Florida Standards Access Points and assessed through the Florida Standards Alternate Assessment (FSAA) or students with significant social, emotional, or behavioral challenges that require intensive and specialized behavioral and/or therapeutic interventions, and other students with extensive educational and/or sensory needs based on their disability may require services through more intensive specially designed services and programming in a smaller setting the majority of the school day. After careful consideration of all of the student's needs and the resources currently or potentially available at the school, if the IEP team determines that the student has needs that cannot adequately be met through the type and amount of supports NCS can provide, the team, including a representative for the School District/LEA representative, and the parent, will determine an appropriate placement. We believe that by working collaboratively with the Schol District, we will be able to ensure appropriate placement of students with disabilities within the full continuum available within the district.

- H. Describe the plans for monitoring and evaluating the progress and success of students with disabilities to ensure the attainment of each student's goals as set forth in the IEP or 504 plan, including plans for promoting graduation for students with disabilities (high schools only).**

All teachers and ESE service providers will have access to and review their students' IEPs; be informed of and understand their roles in implementing them; be provided the resources and supports they need to implement them; and be held accountable by the school's administration for their implementation, which includes documenting the provision of ESE services.

We acknowledge and accept the scheduling challenges faced by inclusive programs seeking to provide the array of academic and behavioral supports students with disabilities need within the general education setting, and the importance of ensuring fidelity to the schedules once established. The Principal or ESE designee will work with the ESE teachers and school counselors to ensure reasonable and effective schedules are developed. A system will be implemented for school employees and contracted staff to log services as they are provided in accordance with the students' IEPs. The Principal or assigned designee will oversee this process. Reports of progress towards annual goals will be provided to parents in accordance with the IEP (e.g., quarterly in conjunction with report cards). In addition, students with disabilities will continue to receive tiered interventions in accordance with identified needs and be subject to the same progress monitoring procedures as all other students as described in Section 4.

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

Our projected ESE staffing plan is provided in the table below. The plan is based on ratio goals of one ESE teacher for approximately 40 students with IEPs. The principal and school ESE

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designee will work with the ESE teachers to ensure required services are being provided to the students. In addition, we are cognizant of the fact that this staffing plan may need to change as we learn more about the specific students who apply to our school. For example, if the students who apply require more direct or specialized services, the teacher-to-student ratio will need to be reduced, requiring additional ESE staff. The principal will work with the ESE staff to determine the appropriate caseloads based on the current student needs, and then work with the school's governing board to ensure the budget properly reflects the staffing level necessary to meet the exceptional student education needs of the student body.

ESE Staffing – Years One through Five

	Teacher:Student Ratio	Y 1	Y 2	Y 3	Y 4	Y 5
Projected SWDs		99	104	107	136	139
ESE Teachers – Disabilities	≈ 1:40	2	3	3	3	3
Projected Gifted Learners		46	49	50	63	65
Gifted *	≈ 1:30	1	2	2	2	2

**Staffing reflective of applicable credentials/endorsed teachers*

We expect to offer services through direct hires and/or contracted providers for speech, language, and other related services such as occupational therapy, physical therapy, behavioral therapy. All ESE teachers will hold ESE certification required for their positions; all other ESE service providers will meet the required licensure or certification requirements pertaining to their area of service. The school's lead ESE designee will have demonstrated experience in teaching students with disabilities and will receive targeted professional development and training related to ESE compliance.

As described below in prompt K. of this section, the service delivery models we propose are support facilitation and/or cluster grouping, depending upon the needs of gifted learners enrolled in the school. All teachers will be encouraged to pursue or hold their gifted endorsement. The school's inquiry-driven and STEAM curriculum will inherently provide opportunities for extension in reading materials, side-investigations, and creative and unique product development.

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

NCS's effectiveness in serving ESE students will be measured by the students' progress toward meeting their annual goals, which will be reported to parents at least quarterly or as otherwise required by the IEP. Annual goals on the IEP serve as benchmarks toward the ultimate goal, which is for all students to learn and grow through their educational experiences and achieve to their highest potential. Given this goal, perhaps a more telling evaluation is the students' performance on the same formative and summative assessments that are administered to all students. Both students with disabilities and gifted students will be assessed on an ongoing basis along with their general education peers. The Student Success Team will disaggregate student data by the following subgroups as part of its routine monitoring of core and supplemental instruction: race/ethnicity; English language proficiency; disability under IDEA and Section 504; giftedness; and socio-economic status.

In addition to evaluating ESE program effectiveness in terms of student outcomes on the statewide assessments, staff will disaggregate data to identify deficiencies and/or focus areas:

- Baseline and interim assessments
- Progress monitoring information

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- Chapter or unit curriculum-based assessments
- Content area grades
- Student work products, and formative assessments of project-based learning and inquiry-based work products
- Attendance and discipline data
- Surveys related to student engagement
- Data analysis and frequent monitoring across subgroups

NCS will engage in annual compliance reviews, either independently or in collaboration with the School District. Other measures to assess the quality of the program will include feedback from students, parents, and staff on the School Climate Survey and results from the FLDOE survey for parents of guardians of students with disabilities, to the extent results may be available at the school level. Additionally, the effectiveness of the ESE program will be monitored and evaluated by providing and requiring participation of ESE teachers and general education teachers in professional development opportunities provided by the state and locally that focus on writing high quality IEPs, the use of research based instructional strategies for special education students, and implementing accommodations in the general education classroom.

K. Describe how the school will serve gifted and talented students.

The service delivery models we propose to implement are support facilitation and/or cluster grouping, depending upon the needs of gifted learners enrolled in the school. Through support facilitation, students will receive support from a gifted endorsed teacher in the general education environment, either one-on-one or in a small group. Within a cluster grouping service delivery model, students will be grouped based upon strengths in the same content area(s) in a otherwise heterogeneous general education classroom. As part of the school's recruiting efforts, preference will be given to teachers who hold a gifted endorsement. All teachers will be encouraged to obtain and/or pursue a gifted endorsement.

The curricular complexity, depth, and pace of content delivery will be varied to challenge and support advanced students throughout the learning process. Lesson material will be tiered to challenge students to engage with the content on a deeper level and utilize their critical thinking and problem-solving skills to access the learning goal from multiple angles and perspectives. The teacher will regularly monitor student progress to ensure adequate progress is made toward their educational plan (EP) goals in the general education environment.

When implementing both service delivery models, the teacher must clearly document in lesson plans the differentiation, and/or modifications for the students to address their EP goals. NCS will provide educational services to students eligible for gifted services as defined in policies and procedures which includes a plan for identifying students from traditionally underrepresented groups. As with students with disabilities, the School District is responsible for conducting initial evaluations in collaboration with the school of students referred for potential gifted eligibility. Once the evaluation is complete, the School District will convene a team to determine if the student meets eligibility requirements in accordance with State Board of Education rules and applicable local policy. If a student is determined to be eligible for gifted services, an educational plan (EP) will be developed. In addition to the LEA representative assigned by the School District, the EP team will include at least one of the student's general education teachers, an NCS gifted teacher, and any other persons required by law.

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Section 7: English Language Learners

- A. Describe how the school will meet the needs of English Language Learners as required by state and federal law, including the procedures that will be utilized for identifying such students, ensuring that they have equitable access to the school's programming and communicating with their families.**

NCS will prioritize the needs of English Language Learner (ELL) students as required by state and federal law and in accordance with the requirements of the Consent Decree set forth in *League of United Latin American Citizens v. Florida Board of Education* (LULAC Consent Decree). Based on the available data for the existing elementary school, NCS expects approximately 5% of its students will be ELL students. NCS recognizes that it has a responsibility to provide ELL students with the resources necessary to succeed, especially with its students being at an important developmental stage for acquisition of reading and language skills.

NCS will implement the Alachua County School District ELL Plan (the ELL Plan). In addition to adopting the School District's ELL Plan, the charter school will collaborate with the School District to ensure the ELL Plan is implemented properly and that the needs of ELL students at the charter school are met in compliance with federal and state law.

Identification

In accordance with Rule 6A-6.0902, F.A.C., and the ELL Plan, upon enrollment of each student, they will be given a home language survey, in which they will be asked the following: (I) "Is a language other than English used in the home?"; (II) "Did the student have a first language other than English?"; (III) "Does the student most frequently speak a language other than English?" If any of the three questions are answered affirmatively, the student will be assessed to determine if the student is limited English proficient.

A student will be classified as ELL if they meet any of the criteria set forth in Rule 6A-6.0902, F.A.C., including if they score below proficient on a Department of Education approved aural and oral language proficiency test, score below the 32nd percentile on a reading comprehension and writing or language usage subtest of a nationally norm referenced test, or score below the English proficient level on a Department of Education approved assessment in reading and writing. Assessment of each student's aural and oral proficiency or listening and speaking will be completed as soon as possible after the student's initial enrollment but not later than twenty (20) school days after the student's enrollment. The assessment in reading and writing shall be completed as soon as possible after initial enrollment, but not later than thirty (30) days after enrollment. For the aural/oral and reading/writing assessments, NCS shall use the IDEA Oral Language Proficiency Test (IPT) and IDEA Language Proficiency Reading/Writing (IRW), respectively, or such other assessments used by the School District.

At the request of a parent or teacher, a student who is determined not to be an ELL or any student determined to be an ELL based solely on singular reading or written assessments may be referred to the ELL Committee. The parents' preference as to whether a student is determined to be an ELL or not to be an ELL will be considered in the final decision.

The ELL Committee may determine a student to be an ELL or not to be an ELL according to consideration of at least two (2) of the following criteria set forth in the School District's ELL Plan and Rule 6A-6.0902:

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- a. Extent and nature of prior educational or academic experience, social experience, and a student interview,
- b. Written recommendation and observation by current and previous instructional and supportive services staff,
- c. Level of mastery of basic competencies or skills in English and heritage language according to local, state or national criterion-referenced standards,
- d. Grades from the current or previous years, or
- e. Test results other than the entry assessments.

Any determinations by the ELL Committee shall be contained in a written evaluation with a narrative description of the basis for the decision, which shall be placed in the ELL Student Plan.

ELL Student Plan

The ELL Committee, after notification to the parent of the opportunity to participate in the meeting, will conduct the required assessments and meet to recommend an ELL Student Plan for such student. Each ELL student will have a Student Plan developed by the charter school to ensure they receive the appropriate services. Per the District's ELL Plan, an ELL Student Plan is developed with input from the guidance counselor classroom teacher(s), and administrator (or designee) and other interested participants. The guidance counselor or designated ELL contact, along with the classroom teacher(s), is responsible for completing the Student Plan.

The Student Plan will include the applicable ESOL strategies for the student and any accommodations for assessments. The Student Plan will also include ongoing documentation that the ELL services have been provided and all other elements required under the District's ELL Plan and Florida law. ELL student performance data will also be documented in the Student Plan. Each year, the ELL committee will review and update the student ELL plan to reflect the most current services offered to the student, or as often as otherwise necessary. The ELL Student Plan will be filed in the student's cumulative record.

Any teacher, administrator, parent or parent's designee may request the convening of an ELL Committee to review the student's progress in attaining necessary subject area competencies or in overcoming persistent deficiencies in overall student performance. The ELL Committee may be reconvened at any time after a student has been served for a semester. The ELL Committee shall make recommendations for appropriate modifications in the student's programming to address identified problems and shall document such modifications in the student's ELL Student Plan.

Equal Access

As set forth in Rule 6A-6.0904, ELLs will have equal access to appropriate programs which shall include ESOL instruction and instruction in basic subject areas which are understandable to ELLs and equal and comparable in amount, scope, sequence and quality to that provided to English proficient students. Courses made available to charter school students will be made available to ELL students with the necessary accommodations needed for assessments as well as classroom instruction. ELLs with special needs and in need of additional services shall be provided equal and comparable services to those provided to English proficient students on a timely basis and appropriate to their level of English proficiency. In addition, to enable the school's ELL students to fully participate in statewide assessments, all ELL students and those exited ELL students in the two-year follow-up period will have available to them any necessary accommodations set forth in Rule 6A-6.09091.

Communication with Parents

NCS shall provide notice to parents of an ELL identified for participation or participating in

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a language instruction educational program, within thirty (30) days after the beginning of the school year or, for students who were not identified prior to the beginning of the school year, but were identified during the school year, within the first two (2) weeks of the student being placed in a language instruction educational program. This notice shall contain all language required by Rule 6A-6.0902(2)(e), F.A.C.

The charter school will communicate with parents in their primary language. If needed, any notices and forms will be translated into a parent's primary language to ensure the parent can meaningfully participate in the process. Parents have the right to have their child immediately removed from a language instruction educational program and to decline to enroll the student in such a program. The Principal or designee will meet with any parent declining ESOL services.

B. Describe specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the core academic program for these students, including those below, at, or above grade level.

The ESOL program at NCS shall include instruction to develop sufficient skills in speaking, listening, reading and writing English to enable the student to be English proficient. ESOL services shall seek to prepare students for reclassification as soon as the ELL student has attained a sufficient level of English language proficiency and academic achievement necessary to be exited. The charter school will designate an ELL Coordinator who will be responsible for coordinating with classroom teachers to implement each student's Student Plan. The Student Plan will be designed in a manner to ensure the academic success of the student, equitable access to the core academic program, and attainment of state standards. NCS will primarily utilize an inclusion model for delivery of ESOL services, with ELL students placed in mainstream classrooms alongside their English-proficient peers. The ESOL strategies and accommodations detailed in the Student Plan will be implemented by the student's teacher, with support provided by the school's ELL Coordinator. As described further below, all teachers instructing ELL students will either be ESOL endorsed or working towards receiving required in-service or credit hours in ESOL. The school will ensure that bilingual staff are available to support students with limited English proficiency and their teachers.

Instructional Practices and Strategies

NCS will implement instructional practices and strategies that align with each student's Student Plan and are aimed at ensuring each ELL student attains proficiency in English. Such strategies will include, but are not limited to: (a) providing bilingual dictionaries to ELL students; (b) creating ample opportunities for ELL students to engage in oral and written English communication; (c) using nonverbal means of expression to reinforce communications and the delivery of instructional concepts; (d) utilizing graphs, charts, and webs to connect ideas and words; (e) utilizing pictures and visualizations; (f) ensuring teachers clearly articulate words and instructions; (g) seating ELL students close to front of the class; (h) understanding the ELL student's background knowledge and making sure they understand context; (i) encouraging group work and other opportunities for ELL students to interact with their peers; and (j) utilizing differentiated instruction for ELL students. Teachers with ELL students will also be required to incorporate the WIDA English Language Development (ELD) standards into their lesson plans.

ESOL Endorsements and Training

All teachers will follow the requirements under the LULAC Consent Decree pertaining to ESOL endorsements and training. Once a teacher has been assigned an ELL student, the teacher will be required to participate in all necessary continuing education and trainings based on the category of the teacher:

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- *Category 1* (Language Arts, Reading, ESE K-12, Elementary): Must earn ESOL Endorsement within 5-year timeline.
- *Category 2* (Teachers of Mathematics, Science, Social Studies, Computer Literacy): Must complete 60 in-service hours or 3 semester hours college credit in ESOL.
- *Category 3* (All other teachers): Must complete 18 in-service hours or 3 semester hours college credit in ESOL.
- *Category 4* (School Administrators and Guidance Counselors): Must complete 60 in-service hours or 3 semester hours college credit in ESOL.

C. Provide plans for monitoring and evaluating the progress and success of ELL students, including exiting students from ELL services.

All ELL students will be assessed annually using the ACCESS for ELLs 2.0 assessment system. Scores from the ACCESS for ELLs assessment, FAST Progress Monitoring ELA/Reading, and writing assessments will be utilized in monitoring and evaluating each ELL student's progress in attaining English proficiency. Informal data will also be considered from classroom observations, formative and summative assessments, school-based progress monitoring, report cards, test scores, classroom performance, and teacher input.

Per Rule 6A-6.09022, F.A.C. and the ELL Plan, beginning three (3) years after the date of an ELL's initial enrollment in the ELL program, the ELL Committee shall be convened annually to reevaluate the student's progress towards English language proficiency. The ELL Committee shall be convened no earlier than thirty (30) school days prior to the third anniversary of the student's initial enrollment date in a school in the United States, and no later than the anniversary date, unless the student's anniversary date falls within the first two (2) weeks of any school year. Then, the ELL committee may convene no later than October 1. This process shall be completed annually thereafter. The ELL Committee shall review the student's academic record holistically and shall consider the assessment results and the criteria established in Rule 6A-6.09022(3), F.A.C..

NCS will follow all ELL exit requirements set forth in Rule 6A-6.0903, F.A.C.. An ELL shall be determined English language proficient and exited from the ESOL program upon obtaining:

1. Scores of "Proficient" at the applicable grade level on each statewide English Language Proficiency Assessment subtest administered annually pursuant to Rule 6A-6.09021, F.A.C.; and,
2. Scores on the applicable statewide assessment in ELA/Reading or statewide alternate assessment, as follows:
 - a. For students in grades K-2, the statewide English Language Proficiency Assessment is the only assessment required;
 - b. For students in grades 3-5, earning a passing score on the grade level ELA/Reading assessment.

Upon receipt of the statewide English Language Proficiency Assessment and statewide ELA/Reading assessment scores evidencing the ELL student as English proficient, NCS shall exit the student no later than the last school day of the school year. Notwithstanding a student's statewide English Language Proficiency Assessment scores, upon the request of an ELL student's teacher, counselor, administrator, or parent, the ELL student may be re-evaluated for English language proficiency by convening an ELL Committee and following applicable procedures set forth in Rule 6A-6.0903(2)(c), F.A.C.

As set forth in Rule 6A-6.09031, F.A.C., ELL students that have been exited from the ESOL

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program shall be periodically monitored. These reviews shall take place automatically at the student’s first report card and semi-annually during the first year after exiting, and at the end of the second year after exiting. Any consistent pattern of either under-performance on appropriate tests or failing grades shall result in the convening of an ELL Committee, after notice to the student’s parents of the opportunity to participate

When the academic performance of an ELL student is not on grade level, the District ELL Plan provides the following procedure:

- a. Student is referred to the ELL Committee.
- b. ELL Committee reviews report cards, student portfolios, attainment of Florida Standards, performance on district/state assessments, parent/teacher input. number of years the student has been enrolled in ESOL Program and language acquisition proficiency.
- c. ELL Committee may determine that the student continues in the regular program.
- d. ELL Committee may determine that the student be referred for further evaluation.
- e. ELL Committee may determine that the student needs extension of services.

D. Describe the staffing plan for the school’s English Language Learner program, including the number of and proposed qualifications of staff.

As described above in Section 7.A, based on the available data for the existing school, NCS expects 5 percent of its students will be ELLs. Total enrollment is based on Section 2 of the charter application.

	Percentage	Y 1	Y 2	Y 3	Y 4	Y 5
Total K-5 Enrollment		658	694	712	906	928
English Language Learners	5%	33	35	36	45	47
ELL Coordinator		1	1	1	1	1

NCS plans to hire a full-time ELL Coordinator to oversee and provide support for the ESOL program. Should the need for ESOL services at the charter school rise above what the ELL Coordinator can reasonably handle, the Governing Board will allocate resources for the charter school to hire additional staff to ensure ELL students are properly served.

The charter school is aware of the requirement that a bilingual paraprofessional or teacher is required at schools with 15 or more ELLs who speak the same language. The existing school has a dedicated ELL paraprofessional, and NCS will similarly seek to ensure it has one or more bilingual paraprofessionals or teachers on staff, in addition to the ELL Coordinator. Where possible, NCS will seek out teachers, paraprofessionals and parent volunteers who speak the primary languages of the charter school’s ELL students in order to aid communication.

Additionally, in the hiring process, teachers with ESOL endorsements will be given preference over teachers who do not have an ESOL endorsement. Those teachers hired at the charter school who do not already have an ESOL endorsement will be encouraged to pursue the ESOL endorsement, even if they are not otherwise required to pursue the ESOL endorsement under the LULAC Consent Decree. NCS’s goal is to have at least one teacher per grade level who will have an ESOL endorsement.

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Section 8: School Culture and Discipline

A. Describe the culture or ethos of the proposed school. Explain how it will promote a positive academic environment and reinforce student intellectual and social development.

Newberry Community School recognizes that establishing a positive school culture and academic environment is a key factor in the intellectual and social development of students. Consistent long-term academic achievement is only possible if students are in an environment in which they feel safe, respected, and valued. Fostering such an environment starts with setting high expectations for both staff and students and developing a shared ethos of positivity and respect for all persons in the school community. To accomplish this, NCS intends to implement a comprehensive character education program aimed at improving school culture and building up the next generation of citizens with shared common values, respect for one another, and an appreciation for the rule of law. NCS's character education program will utilize the CHAMPS classroom management framework in conjunction with the Leader in Me program, both of which are explained in further detail below.

CHAMPS

CHAMPS is an evidence-based elementary discipline framework designed to promote positive behavior and create a supportive classroom environment. In a study published in 2016 of seven teachers that implemented CHAMPS, the author concluded that “teachers who use CHAMPS can expect to experience improvements in student behavior and improvements that establish the context for effective instructional practices to occur.” Evans, Vanessa. *An Evaluation of CHAMPS for Classroom Management*. 2016. Walden Univ. <https://files.eric.ed.gov/fulltext/ED581571.pdf>. The acronym “CHAMPS” stands for Conversation, Help, Activity, Movement, Participation, and Success, which are the key components to this program. Pruitt, Jordan. *Crafting a Consistent Behavior Management Plan with CHAMPS*, 2023.

- Conversation: Teachers establish clear expectations for appropriate communication among students, encouraging respectful dialogue and active listening.
- Help: Teachers establish clear expectations for appropriate communication among students, encouraging respectful dialogue and active listening.
- Activity: Teachers outline expected behaviors during classroom activities, helping students understand how to engage appropriately during different types of learning experiences.
- Movement: Teachers set guidelines for movement within the classroom, ensuring that students can transition smoothly and safely between tasks while remaining focused.
- Participation: Teachers encourage active involvement in learning activities, reinforcing the importance of contributing to discussions and group work.
- Success: Teachers aim to create a culture of achievement, where students are motivated to meet their goals and celebrate their accomplishments.

Leader In Me

The second pillar of NCS's school culture program will be the implementation of Leader In Me. Leader in Me is a “whole-school improvement model and process designed to teach leadership to every student, create a culture of student empowerment, and align systems to drive results in academics.” Franklin Covey Co. *Leader In Me Research Guide*.

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<https://resources.franklincovey.com/lim/research-highlights>. Leader In Me focuses on its five paradigms in education: Leadership, Potential, Change, Motivation, and Education. Franklin Covey Co. *What is Leader In Me*. <https://www.leaderinme.org/what-is-leader-in-me/#5-Paradigms>. Leader In Me has also incorporated into its framework the concepts described in the book *The 7 Habits of Highly Effective People* by Stephen R. Covey.

B. State whether the applicant intends to use the local school district's code of conduct policy. If the applicant does not intend to use the local school district's code of conduct policy, describe in detail the school's approach to student discipline. If already developed, provide the proposed discipline policy or student code of conduct as Attachment G. Taken together, the narrative and code of conduct (if provided) should:

NCS intends to follow the School District of Alachua County's Code of Student Conduct.

- **Explain the practices the school will use to promote discipline, including both penalties for infractions and incentives for positive behavior;**

As discussed above, NCS will implement the CHAMPS and Leader in Me frameworks in establishing a strong school culture. Each teacher will submit a classroom management plan for review to the Principal or designee on an annual basis. Each plan must align with the school-wide goals and strategies for student behavior.

With CHAMPS, teachers will set clear classroom expectations and maintain positive interactions with students. Teachers will address undesired student behavior in a manner that allows students to take ownership of how to correct the behavior. At the beginning of the school year and throughout, teachers will model and communicate desired behaviors to their class. All teachers will be required to go over the Code of Student Conduct with their classes in addition to their own classroom rules, which will be posted conspicuously in the classroom. Students will learn expectations relating to talking, moving about the classroom, transitioning between activities, and asking questions. Students will also be clearly instructed on NCS's policies regarding personal electronic devices, which must be stored in a secure location during instructional time in accordance with Florida law.

Once the CHAMPS framework is introduced to the classroom, teachers should be consistent in how they apply it. This consistency helps reinforce expectations and allows students to become familiar with the routine. Teachers can use visual aids, such as posters or charts, to remind students of the CHAMPS guidelines and classroom rules.

Teachers will also incorporate Leader In Me concepts in the classroom throughout the school year. This can be done by embedding the *7 Habits of Highly Effective People* into lesson plans and classroom discussions. These principles may also be incorporated into various school-wide events.

Discipline should not be focused solely on addressing unwanted behaviors. It is also important to ensure that good behavior is recognized and rewarded. Teachers will be expected to acknowledge when students demonstrate desired behaviors by giving oral praise, extra privileges, tangible rewards, or using other reinforcers. On the other hand, when a student engages in misbehavior or undesired conduct, teachers will assist the student in self-identifying the classroom expectation that the student has failed to meet and how their behavior can be corrected to meet that expectation. NCS's goal with its classroom management framework is to correct undesired behaviors at their origin and to prevent escalation or recurrence.

If utilizing positive reinforcement and attempting self-correction proves unsuccessful in remedying the undesired behavior, teachers will be expected to contact the student's parent and may

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set a parent conference. The goal of a parent conference is to collaborate with the parent in finding solutions to correct the undesired behavior. Often times, behaviors are most easily corrected when strategies are implemented in the home and at school. Other strategies teachers may utilize include loss of certain classroom privileges, seat changes, or confiscation of inappropriate or distracting items. NCS will also utilize the “Check-in/Check-out” strategy which allows students in need to connect with pre-identified key staff members at the beginning or end of the school day. These check-ins will help provide additional support to students who need more help strengthening their social skills. The administration will be involved in more serious offenses. All violations of the Code of Student Conduct will be handled in accordance with the disciplinary procedures set forth therein.

- **List and define the offenses for which students must (non-discretionary) and may (discretionary) be suspended or recommended to the local school district for expulsion;**

NCS will follow the Alachua County School District’s Code of Student Conduct, which classifies the types of offenses for which suspension and expulsion are appropriate consequences. The Code of Student Conduct identifies four levels of offenses, with Level I being the most severe and Level IV being the least severe. Per pages 40-42 of the Code of Student Conduct, a “Level IV offense is a repeated minor act of misconduct which interferes with orderly classroom or school functions, or with learning.” A Level III offense is “an act of misconduct which requires administrative action...These incidents do not endanger the health or safety of [the student] or others, and will be documented as minor offenses.” A Level II offense “is a more serious act of misconduct, including repeated Level III misbehavior of the same type, serious disruption of school or threat to health, safety, or proper.” A Level I offense is the most serious breach of conduct. In-school suspension becomes an available consequence for Level III offenses. However, only Level I and Level II offenses qualify for out-of-school suspension or for recommendations for an alternative placement. Out-of-school suspension is required for all Level I offenses and certain Level II offenses. Expulsion is reserved exclusively for Level I offenses, as they are the most severe in nature. Level I and Level II offenses may require involvement of law enforcement and reporting through the State of Florida’s School Environmental Safety and Incident Reporting (SESIR) system.

NCS will abide by the Code of Student Conduct in determining whether an offense requires mandatory suspension and/or recommendation for expulsion. In the event the Principal believes an offense committed by a student warrants expulsion or an alternative placement, the Principal will submit a recommendation to the School District. The School District will then follow its due process procedures.

- **Describe the roles of administrators, teachers, staff, and the governing board regarding the discipline policy;**

NCS recognizes that creating a strong school culture is best accomplished from the ground up. Teachers will be the primary personnel in charge of day-to-day student discipline. Teachers will implement the CHAMPS and Leader In Me classroom management and character education frameworks and enforce the Code of Student Conduct within their classrooms. Teachers will also implement all other applicable student policies that are established by the Governing Board. At the beginning of the school year, teachers will create a classroom management plan that will be reviewed by the Assistant Principal and/or the Principal. The administration will ensure each teacher’s classroom management plan aligns with NCS’s disciplinary philosophies and programs. The goal is foster school-wide implementation of strong classroom management strategies that minimize the need for intervention by the administration. During classroom walk-throughs and observations,

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administrators will assess the classroom management of teachers and provide supports where necessary. Such supports may include consultations, assignment of a mentor, or recommendations for professional learning.

However, there are times when a teacher's classroom management techniques may not be sufficient to redirect a student or stop them from engaging in undesirable behaviors. In such event, teachers may contact the administration for discipline support. Teachers may give students a referral to the office, in which case an administrator or aid will come to the classroom and remove the student. The administration will always consider the input of the teacher in making disciplinary decisions related to incidents that may occur in the particular teacher's classroom. As set forth in s. 1003.32(3), F.S., "The principal shall notify the teacher of any decision regarding discipline, or lack thereof, and interventions provided to a student to address the behavior. If the principal deviates in any way from the teacher's recommendation, the principal must provide the reasons for any such deviation in writing to the teacher." Offenses other than those identified as Tier 1 Classroom Management Level offenses under the Code of Student Conduct will be referred to the administration.

The Governing Board will generally not be directly involved in student discipline matters. However, the Governing Board is responsible for adopting all student policies and will annually adopt the District's updated Student Code of Conduct. If NCS desires to make any modifications to the Student Code of Conduct for its own purposes, such modifications must be approved by the Governing Board and submitted to the District for approval in accordance with the requirements of the charter contract.

- **Provide an explanation of how the school will take into account the rights of students with disabilities in disciplinary actions and proceedings;**

All students are entitled to a free and appropriate education (FAPE). NCS recognizes that students with a Section 504 Plan or an IEP, along with students suspected of having a disability, have additional protections under the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act of 1973 relating to discipline. These additional protections ensure that disabled students are not disciplined or denied FAPE as a result of their disability. As described in Rule 6A-6.03312, Fla. Admin. Code, if the behavior of a student with a disability impedes their learning or the learning of others, this must be addressed in the Section 504 Plan or IEP. Such students may be referred for a functional behavioral assessment, following which a behavioral intervention plan (BIP) will be created and implemented with fidelity to address the behavior.

If a student with a disability is removed from their regular learning environment due to disciplinary measures and such removals are for more than 10 consecutive school days or a series of removals that constitute a pattern equal a cumulative of more than 10 school days, then NCS will follow state and federal requirements for conducting a manifestation determination review (MDR) to determine if the student's behavior is a manifestation of their disability. NCS recognizes that any removal of more than 10 school days constitutes a change of placement. The MDR will occur within 10 school days of any decision to change the placement of a student with a disability. The parents will be notified of the removal decision on the same day on which the decision is made and provide a copy of the procedural safeguards.

At the MDR, the parent and relevant members of the IEP team/Section 504 team will (1) review all relevant information in the student's file, including any information supplied by the parents of the student, any teacher observations of the student, and the student's current IEP/504 Plan and (2) determine whether the conduct in question was caused by, or had a direct and substantial

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relationship to the student's disability, or whether the conduct in question was the direct result of NCS's failure to implement the IEP/504 Plan. Rule 6A-6.03312(3), Fla. Admin. Code. If the MDR team determines that the conduct was a manifestation of the student's disability, the student must be returned to their current placement and the IEP team must conduct a functional behavioral assessment and develop a Behavior Intervention Plan (BIP), or, if a BIP has already been created, review and modify the BIP. In the event the MDR team determines that the conduct in question was *not* a manifestation of the student's disability, then the same disciplinary procedures that apply to non-disabled students would apply to the student.

Certain offenses can lead to a student being removed and placed in an interim alternative educational setting for up to 45 school days even if the conduct is determined to be related to the student's disability. Per Rule 6A-6.03312(6), these offenses include those involving weapons, drugs, and serious bodily injury.

- o **Describe procedures for due process when a student is suspended or recommended to the local school district for expulsion as a result of a violation, including a description of the appeals process that the school will employ for students facing recommended expulsion and a plan for providing services to students who are out of school for more than ten days; and**

The due process guidelines for the suspension/expulsion of a student are found in the Student Code of Conduct and will be followed by NCS in all circumstances. The guidelines for suspension are summarized below from page 24 of the 2024-25 Code of Student Conduct:

1. Notice Prior to Suspension. The parent will receive oral and written notice of the incident and an explanation of the evidence against the student. In a conference, the student will have an opportunity to respond to the incident and to explain their behavior.

2. Suspension. If the Principal or designee determines that there are sufficient grounds for suspension, the student and parent will be informed of the suspension, which will not exceed seven (7) school days unless required by law, Governing Board Policy, or accompanied by a recommendation for reassignment or expulsion. Aside from emergencies, the student's suspension will begin at the end of the school day, unless the parent/guardian picks the student up earlier.

3. Parent Contact. The Principal or designee must make a good faith effort to immediately contact the student's parent/guardian by telephone and will send a written notice to the student's parent or guardian. The notice will state the length of the suspension and the reason the action was taken.

4. Homework. Students will be given their specific assignments for the first day of suspension. For subsequent days of suspension, the student or the student's parent/guardian may obtain assignments from Skyward. If there is no access to the internet at home, then the parent/guardian will be allowed to access a computer at school to obtain the assignments from Skyward. The student will receive credit for the assignments completed and turned in upon the student's return to school.

5. Appeal. Parents will have the right to appeal a suspension decision by following the grievance policy adopted by NCS's Governing Board.

Given the severity of expulsions, students are afforded extra protections and due process rights. The expulsion procedures for expulsion are detailed on page 27 of the 2024-25 Code of Student Conduct. NCS recognizes that it does not have the authority to expel a student and that such authority is retained by the School District.

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- **Explain the process for informing students and parents about their rights and responsibilities under the code of conduct.**

At the beginning of each school year, teachers will devote time to cover the Code of Student Conduct with their classes to ensure students are made aware of the expectations set forth therein. Teachers will also cover the content of the Parent Student Handbook, which includes additional policies related to student and NCS's grievance procedures. The Parent Student Handbook will also include all notifications and information required under Florida law. NCS will require a signed acknowledge from parents that they have reviewed the Code of Student Conduct. Copies of the Code of Student Conduct and all NCS policies will also be available on the school's website.

Section 9: Supplemental Programming

- A. Describe any extra- and co-curricular activities or programming the school will offer, if applicable; how often they will occur; and how they will be funded.**

NCS will offer a range of extracurricular and co-curricular programs to its students. This will include offering a range of afterschool clubs and activities, including, but not limited to, a Robotics Club and Foreign Language Club. NCS will also partner with community organizations to offer other extra-curricular and co-curricular programming. NCS plans to partner with Girls on the Run to offer an afterschool program. Girls on the Run offers a research-based curriculum that focuses on building self-confidence, teamwork, and positivity in community. <https://www.girlsontherun.org/what-we-do/3rd-5th-grade-program>. In addition, NCS plans to partner with radKIDS and the Alachua County Sheriff's Office to offer a radKIDS program for students at NCS, which offers a life skills curriculum and instruction on self-defense. <https://www.radkids.org>. radKIDS is a national leader in children's safety education. Both Girls on the Run and radKIDS are programs currently being implemented at Newberry Elementary School that NCS intends to carry forward.

The charter school will continue to offer a Safety Patrol Program to students. The Safety Patrol Program empowers students to become leaders who help keep students, staff, and visitors safe around the campus. Students in 4th and 5th grade who have demonstrated exemplary behavior and have been recommended by one of their teachers will be eligible to serve on the Safety Patrol Team. NCS believes that the Safety Patrol Program is important in building early leadership skills.

NCS will annually survey students, parents, and teachers to help determine interests in other extra-curricular and co-curricular offerings. For this reason, the charter school expects its extra-curricular and co-curricular offerings may expand over time. NCS has currently budgeted \$20,000 to support extra-curricular and co-curricular programming, which will be adjusted as necessary based on actual needs.

Finally, NCS understands the important role that before and after school programs serve for working families. Newberry Elementary School currently offers an Extended Day Enrichment Program ("EDEP") during the afternoons. NCS will continue to offer EDEP in the afternoon and will also extend this into a before school program. It is anticipated that the before school EDEP will start at 7:00 a.m. each morning and run through the start of the school day. The afternoon EDEP will start at dismissal and run through 6:00 p.m. NCS will charge parents \$5 per day for before school EDEP, \$15 per day for after school EDEP. Staff for the EDEP are included in the staffing plan in Section 12 of this application. The EDEP will be supported solely by these fees.

II. ORGANIZATIONAL PLAN

Section 10: Governance

A. Describe the school's existing or planned legal status, including non-profit status and federal tax- exempt status.

Newberry Community School, Inc. (NCS) is a Florida not for profit corporation whose Articles of Incorporation were filed with the State of Florida on September 25, 2024. Following approval of this Charter Application, NCS will submit a 1023 Application to the Internal Revenue Service for recognition as a 501(c)(3) tax-exempt entity. NCS will obtain its 501(c)(3) tax-exempt designation prior to opening of the school in August 2026.

B. Provide the following documents, if available, as attachments:

- **The articles of incorporation for the applicant organization (or copies of the filing form) – Attachment H**
- **501(c)(3) tax exempt status determination letter (or copy of the filing form) – Attachment I**
- **Governing board by-laws – Attachment J**
- **Governing board code of ethics and conflict of interest policy – Attachment K**

See **Attachments H, J, and K**. Attachment I is omitted because NCS has chosen to wait until this charter application has been approved before submitting its 1023 Application to the I.R.S. so that the charter application and charter contract can be included.

C. Describe the governance structure of the proposed school, including the primary roles, powers, and duties of the governing board; committee structure (if applicable); and how the board will interact with the principal/head of school and any advisory bodies.

The Governing Board will serve as the governing body of NCS, responsible for setting policy, establishing the mission and vision of NCS, establishing goals for the charter school, and providing ongoing monitoring. The Governing Board will also carry out all responsibilities designating for charter school governing boards under s. 1002.33, F.S., including the following:

- Establishing and maintaining internal controls designed to (i) prevent and detect fraud, waste, and abuse, (ii) promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices, (iii) support economical and efficient operations, (iv) ensure reliability of financial records and reports, and (v) safeguard assets.
- Ensuring that the charter school has retained the services of a certified public accountant or auditor for the annual financial audit.
- Reviewing and approving the audit report, including audit findings and recommendations for the financial recovery plan.
- Reviewing and approving the school's annual budget and any amendments thereto.
- Performing the duties in Section 1002.345, Florida Statutes, including monitoring a corrective action plan.
- Monitoring any financial recovery plan in order to ensure compliance.
- Participating in governance training approved by the Florida Department of Education which must include government in the sunshine, conflicts of interest, ethics, and financial responsibility.

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- Adopting policies, procedures, and handbooks governing the operation of the school.
- Reviewing and approving contracts.
- Exercising continual oversight of the school's operations.
- Selecting and hiring the Principal and providing ongoing monitoring of the Principal's achievement of the school's goals and objectives.

The Governing Board will have two primary standing committees and may establish ad hoc committees or other standing committees on an as-needed basis. Committees may be composed of Board members and non-Board members. The Governing Board will appoint members and a committee chair to each committee. The two standing committees contemplated in the Bylaws include the Finance Committee and the Nominating Committee. The Finance Committee will review and assist in the preparation of the annual budget for consideration and approval by the Board, monitor financial reports for NCS, and perform such other duties as identified by the Governing Board. The Finance Committee will also serve as the auditor selection committee in accordance with s. 218.391, F.S., and will follow the procedures and requirements in law relating to the recommendation and selection of an auditor to conduct the independent financial audits required by s. 1002.33, F.S. The Nominating Committee exists to nominate persons to fill any vacancies that may arise on the Governing Board.

The day-to-day operations of the school will be entrusted to the Principal. The Principal will be responsible for carrying out the mission and vision of the school in accordance with the policies set by the Governing Board and will report directly to the Governing Board. The Governing Board will exercise continual oversight of the Principal and the operations of the school. The Principal will be responsible for keeping the Governing Board members apprised of the operational and fiscal status of the school through frequent reports and updates, including at all Governing Board meetings. Throughout the course of the year, the Governing Board or a designee will provide ongoing feedback to the Principal on his or her performance and achievement of goals set by the Governing Board. At least annually, the Governing Board will meet to conduct a performance evaluation of the Principal in accordance with s. 1012.34, F.S.

In addition, Newberry Elementary School already has a School Advisory Council (SAC), which will be re-established once the conversion school is operational. A majority of the members of SAC will be persons who are not employed by NCS. The SAC shall be composed of the Principal and an appropriately balanced number of teachers, education support employees, students, parents, and other business and community citizens who are representative of the ethnic, racial, and economic community served by NCS. SAC members representing teachers, education support employees, students, and parents shall be elected by their respective peer groups. The Governing Board will establish procedures for the selection of business and community members for the SAC in accordance with Section 1001.452, Florida Statutes. The SAC will carry out those duties set forth in s. 1001.452(2), F.S., including assisting in the preparation and evaluation of the school improvement plan, preparation of the budget, and any other such functions as established by the Governing Board.

D. State the frequency of board meetings and describe how the board will comply with open meetings and records laws.

Per NCS's Bylaws, the Governing Board will meet at least quarterly. At the start of each school year, the Governing Board will develop a schedule of regular meetings for the upcoming school year, which will be posted on NCS's website. Meetings will typically be held at the school campus, and at least two meetings will be held within Alachua County in compliance with s. 1002.33(9)(p)3., F.S. The Principal and the appointed parent representative will be physically present at all meetings. All

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meetings of the Governing Board will comply with s. 286.011, F.S., as well as any committee meetings subject to the Sunshine Law.

In compliance with the Sunshine Law (a) reasonable notice of all meetings will be provided to the public, with such notices appearing at minimum on NCS's website and on school grounds, (b) any member of the public will be permitted to attend, (c) members of the public will be permitted to give public comment prior to Governing Board action, and (d) minutes of the meeting will be taken. The only time the Governing Board will go into "closed session" is when explicitly authorized by law and in consultation with NCS's legal counsel, including for discussions about security and fire safety systems and pending litigation, if any. NCS will also post the minutes on its website at least quarterly, along with the names of Board members, the school's academic performance information, the annual audit, grade level capacity, and such other information as is required by law and the charter contract to be posted on the school's website.

NCS will also ensure that all public records are open for inspection and copying by members of the public, unless the record is confidential and/or exempt under Florida law. If a member of the public requests to inspect or copy records, NCS will comply with such request within a reasonable time and in accordance with the requirements of the law. The Governing Board will appoint a public records custodian and adopt a Public Records Policy that will establish procedures for responding to a public records request. All employees will be trained on and made aware of the Public Records Policy. All records will be maintained in accordance with the records retention schedules set by the Florida Division of Library and Information Services. In addition, the public records custodian will, insofar as practicable, maintain vital, permanent, or archival records in fireproof and waterproof safes, vaults, or rooms fitted with noncombustible materials. Further, NCS will maintain the privacy of all education records in accordance with Section 1002.221, Florida Statutes and the Family Educational Rights and Privacy Act ("FERPA").

E. Describe the current and desired size and composition of the governing board. Identify key skills, areas of expertise, and constituencies that are or will be represented on the governing board.

NCS desires to maintain a Governing Board composed of five members with diverse perspectives and skillsets that can contribute to the success of the charter school. NCS believes that it is important to recruit individuals from a diverse cross section of the Newberry community who understand the needs and desires of the community and who can each bring knowledge and expertise in areas pertinent to the operation of a public charter school. The current Governing Board includes individuals with backgrounds in politics, law, human resources, business, and education. The Board will seek to maintain a composition that covers similar areas of expertise. When recruiting potential new Governing Board members for election, the Board will evaluate potential strengths and weaknesses in its composition to assist in identifying appropriate candidates that can enhance the Board in the execution of its duties.

F. Describe how board members have been and will be selected including term limits and selection of officers.

The terms of Board members will be four years, except that the first term of some of the initial Board members will be a shorter period of time in order to stagger Board member terms and ensure that all seats on the Board are not up for election in the same year. The names of the initial Board members are set forth in the Articles of Incorporation. All successor Board members will be elected by the Board at an election held each year at the annual meeting, which will typically be in May or

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June. The positions of those Board members whose terms have or will expire shall be open for election. The Nominating Committee will interview, research, and recommend candidates to fill any vacancies on the Board. A candidate may be elected to the Board by a majority vote of a quorum of the current Board members. New Board members will not be eligible to vote on any matter until passing all required background clearances and completing required onboarding. There are no term limits for Board members.

The officers of the Board include the Chair, Vice Chair, Secretary, and Treasurer. The Board may create such other officer positions as it thinks necessary. The officers will be elected from among the Board at each annual meeting of the Board by a majority vote of a quorum of the Board members. A Board member may be elected to more than one (1) officer position. Officers serve for a term of one (1) year or until their successors are elected and qualified. Officer positions are not subject to term limits. Each officer position has the powers and duties assigned to it in the Bylaws.

G. Explain how this structure and composition will ensure that the school will be an academic, operational, and financial success.

NCS recognizes that the success of a charter school requires strong governance not just in education, but in business, finance, legal compliance, and community relations. NCS has worked to ensure the Board members it selected have shared values that align with the mission and vision of Newberry Community School. As a community-focused charter school, NCS has made sure to identify individuals who have their fingers on the pulse of the greater Newberry community and understand the important role this elementary school will play within that community and Alachua County at large. The Board has been structured in a manner that will ensure the views of the community are well represented and that persons with critical skillsets and knowledge are in place to help guide the Board in setting strong policies and exercising thorough oversight.

H. Complete the table below (add lines as necessary) and for each individual identified here provide

Name	Current or Prospective Member?	Role on Board	Submission Requirements
Derek Danne	Current	Board Chair	<input checked="" type="checkbox"/> Information Sheet <input checked="" type="checkbox"/> Résumé
Leslie Hayes-Morrison	Current	Treasurer	<input checked="" type="checkbox"/> Information Sheet <input checked="" type="checkbox"/> Résumé
Leslie McGhee	Current	Vice Chair	<input checked="" type="checkbox"/> Information Sheet <input checked="" type="checkbox"/> Résumé
Veronica Kadala	Current	Secretary	<input checked="" type="checkbox"/> Information Sheet <input checked="" type="checkbox"/> Résumé
Charles Clemons	Current	Board Member	<input checked="" type="checkbox"/> Information Sheet <input checked="" type="checkbox"/> Résumé

I. Describe the plans for board member recruitment and development, including the orientation process for new members and ongoing professional development to increase the capacity of the board.

With respect to future recruitment efforts, the Governing Board will recruit a group of individuals to serve on the Board with diverse backgrounds and experience in things such as education, business, finance, legal compliance, community service, or other areas that may contribute to the needs of the Board. When a vacancy arises on the Board, the Nominating Committee will establish a slate

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of acceptable candidates to fill the vacancy, focusing on particular needs and knowledge sets that can contribute to a well-rounded board. The Nominating Committee will seek to find individuals within the NCS community and the broader Newberry and Alachua areas that are passionate about ensuring the availability of high-quality education for students.

Once elected, new Board members will participate in a state-approved governance training course to meet the four (4) hour requirement for instruction on government in the sunshine, conflicts of interest, ethics, and financial responsibility. This training must be completed no later than 90 days from the date the individual is elected to the Board. They will also undergo the required fingerprinting and background screening required under Florida law.

New Board members will meet with the Principal and undergo an orientation about NCS's mission and vision, at which they will also be provided a copy of NCS'S charter contract, charter application, and all adopted policies and procedures.

All Board members will be required to undergo the two (2) hour refresher training mandated by state law every three (3) years. Board members will also be encouraged to participate in ongoing professional development opportunities, including attending the annual Florida Charter School Conference + School Choice Summit, as well as the Florida Charter School Governance Conference.

J. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest.

As representatives of the school and its community, the Governing Board understands the importance of ensuring that its members adhere to high standards of ethical conduct. The Board has adopted a Code of Ethics and Conflict of Interest Policy that will be implemented and annually acknowledged by all Board members. The Board will follow the procedures set forth in the policy for identifying and addressing conflicts of interest that may arise from time-to-time. All Board members will comply with ss. 112.313(2), (3), (7), and (12), s. 112.3143(3), and s. 1002.33(24) and (26), F.S. and all other ethical requirements applicable to charter school governing board members.

A copy of the Code of Ethics and Conflict of Interest Policy is attached as **Attachment K**.

K. Describe, if applicable, any school advisory bodies or councils that are in place or will be formed, including the roles and duties of each and the reporting structure of such entity relative to the school's governing board and leadership.

NCS has discussed its plans for maintaining a SAC in Section 10.C. above, which discussion is re-incorporated herein. The SAC will carry out those duties set forth in Section 1001.452(2), F.S., and will report to the Governing Board. The Board will consider all input of the SAC but will maintain final authority with respect to policymaking, oversight, and financial accountability of the charter school.

L. Briefly explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school. This includes the process for developing procedures for complaint resolution of parental concerns involving student welfare, including the student welfare provisions described in section 1001.42(8)(c)1-6., F.S. The entire process or policy does not have to be developed; however, applicants should be able to articulate the primary steps.

If a parent or student has an objection to a Governing Board policy, decision, administrative

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procedure, or practice at NCS, such persons will be able to utilize the school's grievance process. Initially, it should be noted that all persons that have a concern relating to any matter may utilize the public comment portion of each meeting of the Governing Board to voice such concerns. Individuals may also utilize the following process:

1. Informal Resolution: Where practicable, parents and students will be asked to first address concerns informally with the teacher(s) or staff member(s) directly involved.
2. Formal Dispute Resolution: If an issue remains unresolved past the informal stage, parents or students may formally present their concern to the Principal. The Principal will review the matter, investigate, and attempt to arrive at an adequate resolution. The parent liaison may be involved at this stage.
3. Appeals/Disputes Involving the Principal or Governing Board: Parents and students will also have the right to appeal any decision of the Principal to the Governing Board. In order to initiate an appeal, the parent must submit a written appeal to the parent liaison. The parent liaison will review the appeal and forward it to the Governing Board members. The parent liaison will then attempt to facilitate a resolution of the matter. If the parent liaison cannot resolve the matter, then the parent may appear at the next Governing Board meeting to have their grievance heard. These same procedures will apply to grievances that involve the Principal or the Governing Board directly.

In addition, all parents have the right to seek relief for a concern regarding a student's welfare under s. 1001.42(8)(c)1-6, F.S., and to request appointment of a special magistrate if those concerns are unresolved. NCS shall adopt a policy on unresolved student welfare complaints prior to the start of operations that will substantially conform to the following process in compliance with Rule 6A-6.0791, F.A.C. The policy will be included in the Parent Student Handbook and address the following points, in addition to such other components required by law:

1. The parent shall notify the Principal of any concerns related to the above areas. The Principal (or designee) will provide a response to the parent within seven (7) days. In the event the complaint relates to the Principal, the parent liaison will be the designated person to attempt to resolve the complaint.
2. If the parent remains aggrieved, the parent may present the dispute to the School District. The procedures for submitting the unresolved complaint to the School District will be detailed in the Parent Student Handbook. The School District must attempt to resolve the dispute within thirty (30) days. If the dispute remains unresolved, a parent may request the appointment of a special magistrate utilizing the "Parental Request for Appointment of a Special Magistrate for Charter School Students." Parents will be provided information regarding where to get the form.

NCS shall fully cooperate in the School District's resolution procedures and comply with the school district's decision for resolution of the complaint. The Principal shall be responsible for responding to inquiries by the Florida Department of Education regarding a request for appointment of a special magistrate and shall notify the Department of the complainant's name and email address.

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

M. Name of the partner organization.

City of Newberry

N. Name of the contact person at the partner organization and that person's full contact information.

Jordan Marlowe, Mayor
25440 W Newberry Rd
Newberry, FL 32669
marlowejh@live.com
(352) 472-2161

O. A description of the nature and purpose of the school's partnership with the organization.

NCS is partnering with the City of Newberry to provide a high-quality education to students attending in the area and bring local control to the elementary school. The City has supported the charter conversion initiative from its inception and believes that it will benefit Newberry and the surrounding area to have an elementary charter school serving families in the area that is governed by a body composed of members of the community. The City will continue to support the charter school by providing certain benefits administration and staffing services in support of the school's operations, as further described in Sections 11 and 12 of this application.

The City has also provided financial assistance for certain start-up costs relating to NCS, as evidenced by the support letter included as **Attachment Z**. This financial assistance is in the form of a \$2.2 million loan (\$1.8 million principal + \$400,000 capitalized interest).

P. An explanation of how the partner organization will be involved in the governance of the school.

The City will not have any direct role in the governance of the school. NCS will be operated by Newberry Community School, Inc., which is a completely independent nonprofit corporation. NCS will be independently operated. All policies and budgets of the charter school will be adopted by solely the Board.

Section 11: Management and Staffing

A. Submit as Attachment M organization charts that show the school governance, management, and staffing structure in

- The pre-operational year;
- The first year of school operations;
- At the end of the charter term; and
- When the school reaches full capacity, if in a year beyond the first charter term.

Each organization chart should clearly delineate the roles and responsibilities of and lines of authority and reporting among the governing board, staff, and any related bodies (such as advisory bodies or parent or teacher councils), and any external

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organizations that will play a role in managing the school. The organization charts should also specifically document lines of authority and reporting within the school.

Organizational charts are provided in **Attachment M**. NCS does not anticipate that its organizational structure will differ in Year 1 and Year 5. Therefore, a single organizational chart has been submitted covering Years 1-5, along with a separate pre-operational organizational chart.

B. Identify the Principal or head of school candidate and explain why this individual is well-qualified to lead the proposed school in achieving its mission. Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never run a school, describe any leadership training programs that (s)he has completed or is currently participating in. Discuss the evidence of the leader's ability to effectively serve the anticipated population. Also provide, as Attachment N, the proposed job description and resume for this individual.

--OR--

If no candidate has been identified, discuss the process and timeline for recruiting, selecting, and hiring the school leader. Describe the criteria to be used in selecting this leader and provide as Attachment O the position's qualification requirements. What are the key skills and competencies for the school leader? What qualities must the school leader have for this school to be successful?

NCS has not yet identified a candidate for the Principal position. NCS will interview the Principal of the existing school as a part of its recruitment process if the current Principal is interested. Further, NCS will initiate a local and national search for qualified administrators. Qualified candidates should have demonstrated expertise in school administration, should possess all necessary certifications, and ideally should have a master's degree or other post-graduate degree. As this will be a community-focused charter school, an ideal candidate will have a connection to the local community.

The Governing Board of NCS will exercise continual oversight of the Principal. The Principal will be responsible for facilitating the transition of the school from a district school to a charter school. Once opened, the Principal will execute the mission and vision of the school and direct day-to-day operations. The Principal must demonstrate strong leadership skills as they will be responsible for overseeing the school's employees, facilities, resources, and educational program, and fostering a positive, engaging work and educational environment.

Process

NCS is partnering with the City of Newberry to provide all employees with affordable benefits. For this reason, all employees, including the Principal, will be employees of the City and will be assigned to the charter school. The Governing Board will retain the ability to hire and fire the Principal and the Principal will report to the Board. This structure will allow NCS's staff to have access to lower cost benefits through the City. The City will also process payroll for the school's employees under this structure.

NCS's Governing Board or its designee will recruit applicants for the Principal position in a public fashion. Public advertisements for the position will include referrals, internet job postings, web-based advertisement efforts, and local newspaper advertisements. The Governing Board may establish a Principal Search Committee for the sole purpose of identifying highly qualified candidates for the Governing Board's final consideration. During the interview and selection process, the Governing

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Board will ensure that it complies with Florida's Sunshine Law. Further, NCS will adhere to the anti-discrimination provisions of s. 1000.05, F.S. **Attachment N** contains the official job description for the Principal and more details about the qualifications that will be used in assessing and selecting Principal candidates.

The Governing Board or its designee will review candidate applications to determine which candidates will be interviewed for the position. Interviewers will conduct remote interviews over Zoom or a similar platform to narrow down candidates if there is a high volume of applications. Strong candidates will then be invited for an in-person interview with the Governing Board. During interviews, interviewers will use a rubric to evaluate whether a candidate is fit for the position. Candidates will be asked to describe their management philosophy and discuss their plans for successfully transitioning the school to a public charter school. The Governing Board will look for candidates that show an alignment with NCS's mission and vision of becoming a community-first elementary school, an ability to effectively communicate, strong leadership qualities, and substantial work history within the field. Candidate references will also be contacted as part of this process.

A majority vote of the Governing Board in favor of the candidate will be needed for the candidate to be approved. The chosen candidate will be offered a competitive salary and must pass the required background checks before being appointed. The Principal will be expected to review and become familiar with the school's charter contract, including this application, and will attend a series of professional development opportunities to develop or sharpen skills. The Principal will carry out the mission and vision set by the Governing Board.

Timeline

Newberry Community School intends to initiate the Principal search process in Spring 2025. The School will ensure that the Principal has been selected and begins his or her employment no later than January 2026.

Evaluation

The Governing Board will conduct an evaluation of the Principal annually, or more frequently at the Board's discretion. The evaluation will be conducted according to s. 1012.34 F.S. The Governing Board will utilize the Florida Consortium of Public Charter Schools' administrator evaluation system.

C. Describe the management structure of the school. As Attachment P provide job descriptions for each administrative or leadership position that identifies key roles, responsibilities, and accountability.

The management/administrative team will be composed of the Principal and Assistant Principal. The Principal will hold primary responsibility for oversight, decision-making, and management of daily operations and staff. The Principal will work with all staff to ensure that operations are in accordance with the mission, vision, and guiding principles of NCS. The Principal will be responsible for hiring all positions and making employment-related decisions. The Principal will report to and be overseen by the Governing Board.

The Assistant Principal will be under the supervision of the Principal and will assist the Principal with performing his/her duties. More specifically, the Assistant Principal will assist in the implementation of the educational program, observing and evaluating teachers and other staff, student supervision and discipline, monitoring student attendance, overseeing physical plant operations, overseeing school safety and security, managing vendors relations, legal compliance, and all other duties that may be assigned to the Assistant Principal. The Assistant Principal will be evaluated by the

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Principal in accordance with s. 1012.34, F.S.

The School Counselor is under the supervision of the Principal. The School Counselor will advise and counsel students regarding academic, social, and emotional issues. The School Counselor will have the primary responsibility of identifying students with unmet needs and coordinating services for such students. The School Counselor will participate on the School-Based Threat Management Team and Student Success Team.

Attachment P provides the job descriptions for these positions.

- D. Provide a staffing plan for each year of the charter term that includes all anticipated personnel and is aligned with the school’s projected enrollment and with all other sections of the application. Provide as Attachment Q the proposed job description and qualification requirements for the school’s teachers.**

Table 11.1 Projected Staffing Plan

Position	Startup	Y1	Y2	Y3	Y4	Y5
K-5 Classroom Teachers		35	37	38	47	48
Other Teachers (PE, Art, Music, Reading, Science/Tech Enrichment)		5	5	5	5	5
ELL Coordinator/Specialist		1	1	1	1	1
Instructional Paraprofessionals		5	5	5	7	7
K-5 ESE Teachers		2	3	3	3	3
Behavioral Resource Teacher		1	1	1	1	1
PreK ESE Teachers		2	1	1	1	1
PreK ESE Paraprofessional		2	1	1	1	1
Media Specialist		1	1	1	1	1
Media Paraprofessional		1	1	1	1	1
School Counselor		1	1	1	1	1
Counselor Clerical Assistant		1	1	1	1	1
School Nurse		1	1	1	1	1
Principal	0.5	1	1	1	1	1
Assistant Principal	0.17	1	1	1	1	1
Executive Assistant	0.25	1	1	1	1	1
Registrar/Data Entry		2	2	2	2	2
Bus Drivers		5	5	6	7	7
Lead Custodian/Maintenance		1	1	1	1	1
Custodian		3	3	3	4	4
Before and After Care Director		1	1	1	1	1
Before and After Care Workers		5	5	5	7	7
School Resource Officer		*	*	*	*	*
Total Employees	0.92	78	79	81	96	97

*Staff with dual certifications and endorsements may serve in multiple roles related to ESE and Gifted services. Staff assignments and the budget will be adjusted based on actual student enrollment.

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- E. Explain the school's plan for recruitment, selection, and development of a highly qualified and appropriately certified instructional staff that is aligned with applicable federal laws and state requirements as well as the school's design.**

Recruitment

Hiring practices for all employees will be nonsectarian and free from discrimination in accordance with federal and state law, including s 1000.05, F.S. Jobs will be advertised in a variety of ways. Instructional positions will also be advertised on NCS's social media pages and on employee recruiting websites, such as Indeed, LinkedIn, and Monster and at any local or regional job fairs. The Principal, once selected, will be responsible for recruiting instructional staff. Newberry Elementary School already has a large pool of staff to consider, and invitations will be extended for all such employees to apply. Current teachers at Newberry Elementary School will be given priority in being considered for employment at the charter school.

Selection

The Principal will select applicants that are best aligned to the vision and mission of NCS. Interested applicants will be instructed to apply directly to the Principal. The Principal or their designee will be responsible for reaching out to prospective applicants and conducting interviews, checking references, and verifying required credentials. Candidates will be evaluated in a wholistic fashion. Candidates will not be considered for employment if they have had their professional license suspended or revoked, resigned from a school or district in lieu of disciplinary action with respect to child welfare or safety, or have been dismissed for just cause by any school or district with respect to child welfare or safety. NCS will not hire any persons that are on the Florida Department of Education's disqualification list. All persons being considered for instructional positions must hold the requisite certification in the appropriate area and otherwise be qualified to hold the position. Candidates with endorsements in reading, ELL, gifted, or other applicable endorsements will be given additional consideration. Once a candidate has been selected by the Principal, background screened pursuant to s. 1012.32, F.S., prior to commencing work.

For purposes of benefits administration and payroll processing, all selected employees of the charter school will become employees of the City and then assigned to the charter school. The selected candidate will enter into an employment contract that meets the requirements of s. 1012.335, F.S. All employees will report to the Principal, Assistant Principal, or such other individual at the school designated in the employee's job description. NCS will comply with the Every Student Succeeds Act and all state laws regarding hiring, evaluation, and retention of staff. Moreover, all instructional personnel must be certified in the field in which they will be teaching. Staff will be provided professional learning opportunities to improve their skills.

Development & Professional Learning

The Principal, with the assistance of the Assistant Principal, will provide ongoing monitoring of all staff and provide frequent feedback to aid in the development and maintenance of a highly-qualified workforce. The Principal and Assistant Principal will conduct classroom walkthroughs, informal evaluations, and formal evaluations to assess the performance of teachers. All walkthroughs and evaluations will be followed up with written, constructive feedback to help improve the teacher's performance and enable them to become more effective educators. The Principal will work with teachers to identify areas of needed improvement at the individual level, which may be addressed through ongoing monitoring, mentorships, and/or professional learning opportunities. Prevalent issues identified at the school-level may be addressed through school-wide professional learning

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opportunities. NCS's professional learning plan that will be implemented as discussed further in Section 13 of this Application. The administration will also monitor the certification status of all instructional personnel to ensure they remain in compliance with all certification requirements. Instructional personnel will be encouraged to obtain additional endorsements and certifications in order to strengthen their skills and unlock additional opportunities for growth.

Section 12: Human Resources and Employment

- A. Explain the relationship that will exist between the school and its employees, including whether the employees will be at-will. Discuss the school's tentative plan regarding use of employment contracts. If the school will use contracts, explain the nature and purpose of the contracts. Use and nature of employment contracts may be finalized after application approval.**

Newberry Community School is partnering with the City of Newberry in employing the charter school's personnel to allow these employees to have access to the City's various benefit plans and for purposes of payroll administration. NCS's personnel will be employed by the City and assigned to work at the charter school. The Governing Board will select the Principal of the charter school and provide continual oversight and the Principal will report to the Governing Board. The Governing Board will also retain the authority to have the Principal dismissed from the charter school. The Principal will be responsible for selecting all other personnel of the charter school. The charter school's personnel will be public employees, eligible for participation in the Florida Retirement System, and will have at-will contracts for employment that meet the requirements of s. 1012.335, F.S. Teacher contracts will be limited to one year. The contract's purpose is to address the responsibilities and privileges of the employee during the contract period. Each contract will reference and incorporate the terms of the employee handbook adopted by the Governing Board. These contracts will be renewed or non-renewed annually in compliance with applicable laws.

The employee handbook will provide all terms and conditions of employment, as well as all policies that are applicable to the charter school's personnel. The employee handbook will include a progressive discipline policy and all other policies required under Florida law for charter schools. All personnel will be required to sign an acknowledgement of the employee handbook each year. As at-will employees, NCS's personnel may be dismissed by the Principal at any time and for any legitimate reason. However, NCS's employees will have all rights afforded to public employees under the law.

- B. Provide the performance evaluation or a general outline of the performance evaluation plan, consistent with the substantive requirements included in s. 1012.34, F.S. (the Student Success Act), for administrators and instructional personnel including who will conduct the evaluations, what instrument will be used, and how the results will be used to guide performance and professional development. A final, detailed outline will be required after application approval.**

NCS will comply with all provisions of s. 1012.34, F.S., and other applicable Florida laws. Annually, administrators and instructional staff will be evaluated annually. Staff members in their first year will receive two evaluations. The Governing Board will conduct the evaluation of the Principal and the Principal or Assistant Principal will conduct evaluations for other administrative staff and all instructional staff. NCS plans to use the Florida Consortium of Public Charter Schools (FCPCS) evaluation system for all instructional staff. Administrators will be evaluated according to the FCPCS

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evaluation system for school-based administrators. FCPCS developed and copyrighted these evaluation systems, and these systems have both been approved by the State of Florida for use by charter schools and comply with s. 1012.34, F.S.

As required under s. 1012.34, F.S., the charter school's evaluation system will assess instructional personnel in the following areas: (a) performance of students; (b) instructional practices; and (c) other indicators of performance, such as professional responsibility. Each administrator will be assessed based on (x) performance of students; (y) instructional leadership; and (z) other indicators of performance. Based on the results of their evaluation, all personnel will receive a performance designation of highly effective, effective, needs improvement/developing, or unsatisfactory.

The information gathered from the evaluation process will inform NCS's professional learning plans on an organizational and personal level. Teachers that are rated as needs improvement, developing, or unsatisfactory will be required to update their Individual Professional Learning Plan, in conjunction with the Principal or Assistant Principal, to identify professional learning opportunities that target areas of needed improvement.

As part of the evaluation process, the Assistant Principal and Principal will conduct one formal class observation for teachers and two formal class observations for all teachers in their first year. All formal evaluations will be followed by a meeting between the teacher and the Assistant Principal or Principal, depending on who conducted the observation. The Principal or Assistant Principal will provide feedback, including discussing areas identified as strengths and weaknesses in the teacher's instructional practices and classroom management. In addition to formal evaluations, the Principal and Assistant Principal will conduct informal evaluations as well as unannounced classroom walkthroughs throughout the school year.

C. Provide the compensation structure or a general outline of the compensation structure for all employees, including salary ranges and employment benefits as well as any incentives or reward structures, if applicable. How will compensation and other components factor into the staff retention plan?

NCS will create and implement a performance salary schedule approved by the Governing Board in accordance with s. 1012.22(1)(c), F.S. Those teachers that score an effective or highly effective rating on their evaluations will be eligible for an annual salary adjustment. The salary adjustment for teachers rated as effective will be no more than 50-75% of the adjustment given to teachers rated highly effective. The starting salary for new teachers will be at least \$47,500. NCS's budget included as Attached X contemplates an average teacher salary of \$53,000. The City will invoice NCS for each payroll in an amount sufficient to pay the salaries and benefits of all personnel assigned to the charter school.

All personnel of the charter school will be offered the following benefits:

- Competitive pay.
- Employer-sponsored health insurance plan through the City with a monthly employer contribution of \$870 for individual employees.
- Employer life insurance contribution of \$80 per month.
- Low-cost vision and dental insurance.
- Eligibility for participation in the Florida Retirement System.

According to, *Understanding Teacher Shortages: An Analysis of Teacher Supply and Demand in the United States*, written by Sutchter, Darling-Hammond, & Carver-Thomas, high teacher turnover rates

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negatively impact all of the students in a school. Sutchter, Darling-Hammond, & Carver-Thomas, *Understanding Teacher Shortages: An Analysis of Teacher Supply and Demand in the United States*, *Education Policy Analysis Archives*, vol. 27, no. 35, 2019, pp. 25-26, <https://epaa.asu.edu/index.php/epaa/article/view/3696/2228>. Frequently employing new teachers makes it more difficult for students, families, and community stakeholders to feel connected to the school. By offering competitive pay, a strong benefits package, and creating a positive work environment, NCS believes that it can reduce teacher attrition and build a strong instructional team.

D. Outline the school's procedures for hiring and dismissing school personnel, including conducting criminal background checks.

Section 11(E) of this application addresses recruitment and hiring procedures for staff and is incorporated herein. NCS will be an equal opportunity employer and will not discriminate on the basis of race, color, national origin, sex, disability, religion, marital status, or any other protected classification. The Principal will interview all candidates and check their references. Upon making a hiring decision, the Principal will notify the City Manager of the decision. The City will hire the individual and then assign them to the charter school. All personnel of the School will be properly screened and fingerprinted in accordance with ss. 1012.32 & 1012.56, F.S., before commencing work. NCS will not knowingly employ an individual who has resigned from a school or district in lieu of disciplinary action with respect to child welfare or safety, or who has been dismissed for just cause by any school or district with respect to child welfare or safety. The qualifications of all teachers will be disclosed to parents. s. 1002.33(12)(f), F.S.

NCS will implement a progressive discipline policy aimed at trying to correct problems, when possible, before a staff member is terminated, suspended, or non-renewed. Initial issues will generally be addressed through professional learning opportunities, coaching, and mentoring. Employees with performance issues may also be placed on a performance improvement plan. The performance improvement plan will outline the areas of deficiency and include goals and steps for correcting such deficiencies. The Principal and Assistant Principal will monitor all performance improvement plans and may conduct additional classroom observations and evaluations of such staff members in order to assess progress in attaining the goals set forth in the plan. The administration may skip progressive discipline steps depending on the severity of any offense. However, where practicable to do so, NCS's goal will always be to correct deficiencies while leaving termination or non-renewal as a last resort.

Termination of employment, whether voluntary or not, is inevitable. Staff members may resign at-will, be discharged with or without cause, or an employee may be laid off. Employees may also simply choose to retire when eligible. Individuals wishing to resign must submit their resignation in writing to the Principal. If the Principal determines that misconduct by an instructional staff member who holds an educator certificate affects the health, safety, or welfare of a student and the misconduct warrants termination, the staff member may not resign and must be terminated. As public employees, NCS's staff members will be afforded all protections under the law for public employees. NCS staff will have the opportunity to appeal to the Governing Board any disciplinary action or other employment actions.

The Principal and all other staff members will also report all known or suspected misconduct affecting the health, safety, or welfare of any student, including to the Department of Children and Families and law enforcement. The Principal will also follow the procedures under Rule 6A-10.084, Fla. Admin. Code, for reporting persons to the Department who have committed a disqualifying offense.

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The Principal will be empowered to make employment decisions about all personnel of the charter school for any legitimate, non-discriminatory reason. When the Principal makes a decision to terminate or non-renew a charter school staff member, the Principal will notify the City Manager. The City will then either terminate the individual, non-renew them, or the individual will no longer be assigned to the charter school in any capacity.

- E. If personnel policies have been developed, include as Attachment R. If personnel policies and procedures have not been developed provide a clear plan, including timeline, for the development and approval by governing board.**

Personnel policies are provided as **Attachment R**.

- F. Explain how the governing board and school leadership would handle unsatisfactory leadership, teacher, or staff performance, as well as leadership or teacher turnover.**

The Governing Board will remain directly responsible for assessing the performance of the Principal. The Principal will be expected to provide a report at each Governing Board meeting detailing significant operational information, and the Governing Board members will review all relevant reports and data. If the Governing Board identifies issues with the Principal's performance, the Principal may be placed on a performance improvement plan, similarly to what is described in Section 11.D. above. In these instances, the Governing Board will be responsible for monitoring the performance improvement plan on a regular basis, which may be conducted in conjunction with the assistance of an outside education consultant. The Governing Board will conduct an annual evaluation of the Principal, which will include an assessment of whether the Principal has met the academic and operational goals set by the Governing Board. The Governing Board may require certain mandatory professional learning for the Principal to target noted deficiencies. If, after attempted corrective action, the Principal is still not performing his or her duties adequately, then the Governing Board may choose to terminate or non-renew the Principal. In such case, the Governing Board would appoint the Assistant Principal or an outside interim Principal to lead NCS until such time as a permanent replacement can be selected.

The Principal will in turn address unsatisfactory performance of NCS's other administrators, including the Assistant Principal and School Counselor. The Assistant Principal will be in charge of monitoring and remediating all other employees in consultation with the Principal. NCS will provide supports for staff members that may be struggling. Termination and non-renewal are always a last resort after other remediation efforts have been exhausted. Supports may include mentorship, counseling, and participation in professional learning opportunities. All employees will be subject to NCS's progressive discipline policy for behavior that does not meet the expectations of the school. NCS's goal is to intervene early and correct the problems while minimizing employee attrition. Progressive discipline begins with small consequences and escalates over time to suspension or termination. For the majority of reported behaviors, employees will first receive a verbal warning, then a written warning, then a suspension, and then possibly termination. Certain steps may be skipped depending on the severity of any offense.

The administration will conduct exit interviews for all employees that leave the organization. Part of the purpose of the exit interview is to gather valuable information about each employee's experience at NCS, which feedback may be utilized to improve certain aspects of the work environment. In the event of staff turnover, the Principal will immediately endeavor to hire qualified staff to replace the individual(s) who has been terminated. The Principal will be expected to maintain relationships with educators in the community, including through the Education Departments at the

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University of Florida and Santa Fe College, to ensure NCS always has an available pipeline of highly-qualified educators ready to fill any vacancy that may arise. If NCS experiences high levels of turnover, the Principal will ask staff to complete a school climate survey and will conduct an investigation of the causes of such turnover, create a plan to address any identified issues, and present this plan to the Governing Board.

Section 13: Professional Development

- A. **Describe the School's professional learning expectations and opportunities for administrators and instructional personnel, including the following:**
1. **Identify the person or position responsible for overseeing professional learning activities.**

NCS will establish a Professional Learning Program which will provide ongoing development of core competencies and training on the implementation of the educational program. The Professional Learning Program will align with Florida's New Professional Learning Standards covering the five domains of Foundation, Needs Assessment and Planning, Learning, Implementing, and Evaluating. NCS will utilize school-wide trainings, individualized programs, mentorships, and professional learning communities to ensure that instructional staff will be high-performing, innovative facilitators.

NCS understands that although we are not starting an entirely new school, we are creating a new learning environment and culture for the school community. NCS will implement professional learning opportunities that will provide support for teachers in the integration of STEAM, as this is a new component of the education program that distinguishes NCS from Newberry Elementary School, as well as other new initiatives such as CHAMPS and Leader In Me, both discussed in Section 8 of this application. NCS will also conduct trainings covering school safety protocols and all other state-mandated areas.

Responsibility for Overseeing the Professional Learning Program

NCS understands that the foundation of strong professional learning program starts with the school leader. The Principal will be responsible for overseeing and guiding professional learning activities through NCS's Professional Learning Program in a manner aligned with Florida's Professional Learning Standards. The Principal will set high but realistic expectations for staff aimed at boosting student performance and improving school culture. With feedback from staff, the Principal will identify professional learning needs and resources that can support the instructional staff in continued development and professional growth. This needs assessment will be driven by data relating to student performance, discipline, school climate, and educator needs. Following all trainings and professional learning opportunities, the Principal will monitor classroom implementation of learned concepts and provide actionable feedback. At the end of each school year, the Principal will conduct an evaluation of the effectiveness of the Professional Learning Program and begin planning for the following school year.

Development of the Professional Learning Program

A needs assessment will be conducted at the beginning and end of each school year and opportunities for professional learning will be identified through that process. As each year unfolds, the professional development needs of the instructional staff will be adjusted based on identified areas of need. The process for development of the Professional Learning Program will include the

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following:

- All staff will meet at the beginning and end of the year to analyze student data. Professional learning goals will be designed to specifically meet the needs identified by the data and based on staff input. The Principal will make the final decision on all professional learning focus areas and offerings.
- A mid-year review will be held in order to encourage reflection and open conversation on mid-year progress monitoring data.
- As part of each staff member's annual evaluation, the Principal will hold a meeting with the staff member to examine student data, evidence of participation in professional learning opportunities, evidence of the implementation or application of the content or skills that were taught, and to determine the effectiveness of the professional learning process. The Principal will discuss areas for continued growth with the staff member and assist in the revision of the staff member's Individual Professional Learning Plan (discussed further below).

2. Discuss the core components of professional learning and how these components will support effective implementation of the educational program. Discuss the extent to which professional learning will be conducted internally or externally and will be individualized or uniform. Describe how the effectiveness of professional learning will be evaluated.

NCS will utilize both in-house and external resources for professional learning. The core components of the program will include the following:

- **Accountability Partners:** Every teacher will have a partner to work with in sharing ideas, observing each other's lessons and providing supportive feedback. The NCS administrators will assign the partner based on levels of experience, areas of professional growth and individual professional development plans.
- **Mentorships:** As with other established schools, the faculty will be made up of seasoned veterans and new instructional staff with very little practical experience. Thus, a mentoring program will be established matching veteran instructional staff members with less experienced ones. Mentors will conduct regular check-ins with their assigned mentee, discuss challenges the mentee may be facing, and focus on developing effective strategies to improve the mentee's professional growth. This may be the same person as the accountability partner.
- **Professional Learning Communities:** At least one hour every month will be devoted to Professional Learning Community (PLC) time. PLCs will consist of groups of instructional staff and administrators that collaborate together to lesson plan, analyze data, unpack standards, and discuss common challenges. Teachers will generally be placed in PLCs with other teachers that are teaching the same grade levels or subject areas to allow for meaningful collaboration and group problem-solving. NCS's administrators will rotate between different PLCs each month to participate in the collaborative process, while also using these PLC meetings as a chance to stay in tune with the difficulties facing the instructional staff. The Principal will identify the most highly experienced and qualified teachers to serve as Chairs of their respective PLC. Grade level Team Leaders will chair and be in charge of running each PLC meeting.

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- **Individual Professional Learning Plan:** All instructional staff will be required to complete an Individual Professional Development Plan and keep an up-to-date journal. The Individual Professional Learning Plan will become part of the annual employee performance evaluation. The Principal and Assistant Principal will collaborate with each instructional staff member on tailoring the Individual Professional Learning Plan to the unique needs of the staff member.
- **In-House Trainings:** NCS will provide numerous in-house trainings for staff members. These will include trainings during pre-planning week, which are described in more detail further below. In addition, NCS will designate professional learning days each year on the NCS's calendar during which staff members will participate in trainings. These trainings will be conducted by administrators or other persons with specialized knowledge in the area to be covered.
- **Outside Trainings:** NCS will also provide opportunities for staff to participate in professional learning opportunities offered by other organizations. This includes trainings and other professional learning opportunities offered by the School District and which are available to charter school personnel. Instructional staff members will be able to submit requests to attend outside trainings as part of their Individual Professional Learning Plan and will also be encouraged to participate in online, self-paced professional learning opportunities that focus on areas of need. Non-instructional staff in areas such as security and food service will also be sent to any necessary trainings to ensure compliance with the law.

Topics that will be addressed through the school's various professional learning offerings, include, but are not limited to: (a) implementation of STEAM in the education program; (b) implementation of CHAMPS and Leader In Me; (c) student performance data reviews and goal setting; (d) differentiated instructional and MTSS/RTI; (e) school safety and security; (f) professionalism in education; (g) best practices and strategies for educating students with disabilities; and (h) best practices and strategies for meeting the needs of ELL students.

Evaluations will be completed at the end of each training that will inform the administration as to the quality and effectiveness of each activity. In addition, the Principal will collect data about the effectiveness of the Professional Learning Program throughout the school year, including through informal means, such as monitoring implementation through classroom walkthroughs, and more formally when meeting with instructional staff at the end of the year for their evaluations. In collaboration with staff, the Principal will review end-of-year data to determine whether the NCS's professional learning offerings resulted in the school reaching the goals set at the beginning of the school year. The Principal will also consider information received during PLC visits and continually seek staff feedback. Finally, the Principal will periodically meet with new teachers to whom a mentor has been assigned and encourage them to give feedback on their mentorship experience.

Administrators will also be required to participate in the Florida Charter School Conference + School Choice Summit (FCSC) on an annual basis. The FCSC is generally a three-day event that provides a large number of professional learning opportunities targeted at charter school administrators and governing board members. When possible, administrators will also attend the Florida Charter School Governance Conference.

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3. Describe any professional learning that will take place prior to school opening. What will be covered during this induction period? How will instructional personnel be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods?

Prior to the opening of the school, NCS will provide a two-week training period covering the topics below in order to help ensure a successful start to the school year and help meet the educational goals for the year. Since Newberry Elementary School does not have a STEAM program, NCS has identified STEAM as an area that requires particular focus. NCS will also focus on new component's of the program, such as CHAMPS and Leader In Me. NCS intends to use the two-week pre-planning period to focus heavily on these areas and ensure the instructional staff are well prepared to implement these concepts on a day-to-day basis once classes begin.

Professional learning for all instructional staff and other appropriate staff during the pre-planning period will include, among other items:

- **Integrating STEAM in the Core Curricula** – NCS will offer a series of trainings that will focus on what it means to be a STEAM-based school and how teachers can implement STEAM in the classroom. NCS intends to dedicate at least two entire days during the pre-opening period to focus on STEAM concepts and implementation.
- **CHAMPS** – NCS will offer training on CHAMPS to ensure our teachers have the tools they need to create a positive and structured learning environment. Our teachers will learn how to clearly define and communicate expectations, establish effective routines, and respond to student behaviors in ways that promote respect, responsibility, and engagement. This series will be delivered over one day during the pre-opening period.
- **Leader In Me** – NCS will provide training on the implementation of *Leader in Me*. Through this training, teachers will learn strategies for fostering a growth mindset, building student self-confidence, and creating a collaborative learning environment where students are empowered to take ownership of their actions and decisions.
- **Instructional Technology and Digital Tools** – Instructional staff will learn to use specific tools and applications to integrate technology into the classroom and develop blended learning lessons. They will also learn how technology can support teaching and learning, including use of the Skyward student information system.
- **Data Chat** – This training will focus on how educators can use data to make informed decisions in planning and implementation that will improve student achievement, including by using data from formative and summative assessments. The Principal will review available student performance data and will focus on building staff-wide consensus on strategies to improve student outcomes.
- **Differentiated Instruction** – This training will demonstrate and reinforce ways to differentiate and individualize lessons to foster effective student.
- **Multi-Tiered Systems of Support/Response To Intervention (“MTSS/RTI”)** – Instructional staff members will receive training on implementing NCS’s MTSS model and to effectively implement all intervention tiers in the classroom.
- **Safety and Security** – This training will instruct all staff on daily safety procedures, the school’s active assailant response plan, and how to handle emergency situations. This training will also focus on identifying potential threats in the school community.
- **Youth Mental Health Awareness and Assistance** – This training will provide youth mental health awareness and assistance training meeting the requirements of Florida law.

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- **Standards of Ethical Conduct** – All instructional personnel and school administrators will complete training on the standards of ethical conduct, regardless of whether they have direct contact with scholarship students consistent with s. 1002.421(1)(n), F.S.
- **Title IX/ Sexual Harassment and Discrimination** – This training will ensure that all employees are familiar with the requirements and procedures under Title IX for sex-based harassment.
- **Child Abuse** – This training will equip staff with the necessary knowledge and skills to fulfill their role as professionally mandated reporters and actively contribute to preventing child abuse and neglect.

In addition to the trainings above, all instructional staff members will meet with their PLCs during the pre-planning period for purposes of reviewing and discussing the curriculum and instructional materials, unpacking the standards, and engaging in common lesson planning. NCS believes that this professional learning plan for the pre-opening will ensure staff members are appropriately prepared to implement STEAM and all other elements of the educational program when the school opens for students.

4. **Describe the expected number of days or hours for professional learning throughout the school year, and explain how the School's calendar, daily schedule, and staffing structure accommodate this plan. Include time scheduled for common planning or collaboration and how such time will typically be used.**

NCS will provide staff members with ample opportunity for professional learning. Professional learning days will be as set forth in the school calendar attached as **Attachment B** to this application. It is anticipated that teachers will receive approximately 30 hours of professional learning during the two-week pre-planning period. During the school year, NCS will generally have one day per month when classes are not in session set aside as teacher work days/professional learning days, during which staff will participate in professional learning, totaling 18 days over the course of the year (including the two-week pre-planning period and two post-planning days at the end of the year). In addition, NCS will have four (4) student early release days during which staff members will participate in professional learning following student dismissal. All teachers will be required to participate in PLCs every month for one hour, during which they can participate in common planning and problem solving. PLC meetings will typically occur after student dismissal. Teachers will also be encouraged to use their free planning time during the school day to collaborate with their peers. Finally, after school staff meetings will include elements of professional learning on a regular basis.

Section 14: Student Recruitment and Enrollment

- A. **Describe the plan for recruiting students that will result in the school meeting its projected enrollment. Include strategies for reaching the school's targeted populations and those that might otherwise not have easy access to information on available educational options including, but not limited to, families in poverty; academically low-achieving students; students with disabilities; and English Language Learners.**

NCS is unique in that it will be a conversion of an existing traditional public school that is currently fully enrolled. As explained in Section 2 of this application, there are a large number of school-age children in the greater Newberry area and no other nearby public elementary schools. NCS

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will also offer an attractive educational program that includes new and innovative elements that will appeal to families in the area. Further, as described in s. 1002.33(10)(c), F.S., all students currently attending Newberry Elementary School will be given enrollment preference. For these reasons, it is believed that NCS will be able to retain a substantial majority of the students that would otherwise have attended Newberry Elementary School, as well as attracting new families.

Since NCS is a conversion charter school, a vote was held in April 2024 in which parents and teachers were eligible to vote for or against the conversion. In the leadup to the vote, the conversion charter school team conducted substantial community outreach, including holding town halls and conducting substantial online marketing. The conversion charter school gained a large amount of community support, including from donors.

Once the charter application is approved, NCS will conduct a thorough enrollment campaign to make sure information about the School reaches as many families in the community as possible. To achieve this, the School will employ a marketing strategy that has four main components: Inform, Apply, and Enroll. These components do not work in any particular order and can work in concert with or independently of one another.

Inform: NCS will utilize various advertising methods to attract families. The first step in this plan is to ensure the school's website is up-to-date, easy to use, and attractive. NCS will also utilize popular social media platforms, such as Facebook and Instagram, to advertise the school and build awareness. The team will focus on producing unique content for each platform to maximize audience engagement. Additionally, the school will distribute flyers and brochures advertising the open enrollment period, and will work with long-standing community institutions, large and small, to advertise its services. NCS will ensure that its marketing materials are available in multiple languages to ensure maximum reach. NCS will also hold informational sessions during the start-up period to provide information about the charter school and inform the public about open enrollment. NCS will also ensure that its advertising adequately informs the community about NCS's programs for ELLs and students with disabilities. NCS believes that by advertising through diverse means, NCS will be able to reach all constituents that may be interested in NCS's program, including families in poverty, those with ELL students and students with disabilities. NCS will explore doing targeted mailers to underserved populations to ensure they are informed about NCS's offerings.

Apply: NCS will ensure there are multiple ways that families can apply for enrollment and that the experience is as user-friendly as possible. The application will be easy to navigate, and available in multiple languages both in print and digital. NCS's website will highlight the contact information for assistance with completing and filling out the application.

Enroll: If any grade level reaches capacity, NCS will hold a lottery, as further described in this Section 14. Selected students will then be sent an enrollment packet and offered the opportunity to enroll at the school.

B. Explain how the school will achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other local public schools in accordance with section 1002.33(7)(a)8., F.S.

NCS will comply with s. 1002.33(7)(a)8., F.S., in ensuring that it achieves a racial/ethnic balance reflective of the community the charter school will serve. NCS's administration and Governing Board will regularly review available enrollment information to determine whether the school's enrollment demographics are similar to the surrounding area it serves and within the range of other local public schools. In the event a disparity in demographic data is determined to exist, NCS

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will utilize targeted marketing to ensure NCS is reaching underrepresented demographics, including bringing this information to the underrepresented population in print, in person, in their first language, and in their preferred location. Other strategies may include visiting local libraries and religious centers and participating in local community events to help better inform and attract underrepresented families.

C. Describe the school’s proposed enrollment policies and procedures, including an explanation of the enrollment timeline, any preferences for enrollment and lottery process. Provide proposed enrollment application as Attachment S.

NCS plans to serve students in grades K through, over time, 5 at the existing Newberry Elementary School facility, as well as Pre-K ESE students. Per s. 1002.33(10)(c), F.S., “when a public school converts to charter status, enrollment preference shall be given to students who would have otherwise attended that public school.” NCS will consult and negotiate with the School District to establish an attendance zone for the school, and such negotiations will continue every 3 years thereafter to determine whether realignment of the attendance zone is appropriate in order to ensure that students residing closest to NCS are provided with an enrollment preference. The desired attendance zone for the charter school will be the Urban Services Boundary for the City of Newberry, which includes a radius of approximately three miles from the center of the city. NCS will also accept enrollment applications from students living outside the attendance zone. However, students living within the attendance zone will be given preference over students living outside the attendance zone, and NCS will ensure that all students who were enrolled at Newberry Elementary School the year prior to NCS’s opening are given enrollment preference in accordance with s. 1002.33(10)(c), F.S.

NCS will establish and communicate clear open enrollment deadlines by which interested families must apply, including on the school’s website and on social media platforms. Pursuant to section 1002.33(10)(b), F.S., the school shall enroll eligible students who apply before the posted deadline. NCS will not request information about any student’s disability or ESE eligibility during the application process.

Any student may submit an application and will have an equal chance of being selected, subject only to the enrollment limitations and preferences described in this section. If the number of applications exceeds the capacity of any grade level, NCS will conduct a random lottery. During the lottery, applicants will be assigned a random number using industry recognized software for conducting charter school lotteries. Students will be offered seats in the order of the random number assigned to them, except that students who meet the criteria for an enrollment preference will be given preference over students that do not qualify for a preference. In addition, out-of-county students cannot displace students residing within Alachua County, as set forth in s. 1002.31, F.S.

NCS will offer the following enrollment preferences for families: (a) students living within the attendance zone; (b) students who are siblings of students enrolled at the school; (c) students who are the children of an employee of the charter school; (d) students who are the children of an active-duty member of any branch of the United States Armed Forces; (e) students who are the children of a member of the Governing Board of the charter school; and (f) students who successfully completed, during the previous year, a voluntary prekindergarten education program provided by the charter school. If NCS receives a Charter School Program (CSP) grant, NCS will ensure that its enrollment preferences align with the applicable CSP program criteria.

After the lottery is conducted, those students not selected for enrollment will be placed on a waiting list in order of their lottery number. Students that are selected will be notified in writing and

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given the opportunity to submit an enrollment packet to formally enroll at the charter school. NCS's timeline for enrollment is below:

- December 2025: Application window will open
- February 2026: Application window will close
- March 2026: Lottery will be conducted and enrollment/waitlist notifications will be sent out
- Summer 2026: Students will be enrolled and entered into the student information system

A copy of the school's enrollment application is included as **Attachment S**.

Section 15: Parent and Community Involvement

- A. Briefly explain the general plan to engage parents in the life of the school (in addition to any proposed governance roles described in previous sections of this application, if applicable) as well as plans for regular communication with parents about school matters. This could include building family-school partnerships to strengthen support for learning, volunteer opportunities, or activities the school will seek from, or offer to parents. This must include the governing board's appointment of a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes, s. 1002.33(7)(d)1., F.S.**

NCS recognizes that parents play a vital role in the success of their students academically. Each student's educational journey is greatly enhanced when parents or guardians are actively involved. Prior to the start of each school year, parents will attend an orientation where they will have the opportunity to visit the school, attend information sessions, and meet their child's teachers, administrators, and Governing Board members. NCS will also hold at least two open house nights throughout the school year, where parents will be encouraged to come to the campus, interact with staff, and see firsthand what their child has been accomplishing. Parents will also be provided with a copy of the Parent Student Handbook at the beginning of the school year and will be asked to return an acknowledgement that they reviewed it. The Parent Student Handbook will contain those policies relevant to students along with information about various aspects of the school and its operations.

Teachers will be required to stay in frequent contact with parents throughout the school year, including providing information about upcoming assignments and class projects. These interactions will be more frequent for students that are displaying academic or behavioral difficulties, and teachers will be required to request a parent conference for such students on an as-needed basis to ensure parents are fully informed and included in the problem-solving process. NCS will recommend and encourage parents to spend daily time at home with their students to assist with the completion of homework assignments, reading, and writing. Teachers will be required to respond to parent emails within at least two school days of receipt.

All parents will have access to Skyward, the student information system utilized by the School District. Teachers will be required to regularly post grades to Skyward, which will be visible to parents through the parent portal. Through Skyward, parents will be able to monitor grades, upcoming assignments, and deadlines and to contact their student's teacher. Parents will be informed about Skyward at the beginning of the school year and will be encouraged to frequently log in to stay

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informed of their students' progress. Social media has also become an increasingly important communication tool for schools in the 21st Century. NCS will maintain social media accounts on various platforms that will be used to keep parents informed about upcoming meetings and events and to otherwise promote parental involvement.

NCS understands the important role that parent teacher organizations can play in empowering parents to be part of the educational process. Newberry Elementary School currently has a parent teacher organization called the Newberry Elementary PTO, which operates as an independent nonprofit corporation. NCS will continue to support and encourage parental involvement in the PTO. The School Advisory Committee (SAC) will also be composed in part of parents, providing another avenue for parents to get involved. The role of the SAC is described in more detail in Section 10 of this application. In addition, parents will be encouraged to attend all meetings of the Governing Board and will be invited to share their comments and concerns during public comment.

NCS will also provide ample volunteer opportunities for parents to allow them to engage directly with the school program. Parents will also be afforded the opportunity to participate as chaperones or volunteers for field trips and at school-sponsored events.

- B. Discuss any established community resources that will be available to students and parents, if applicable. Describe any partnerships the school will have with community organizations, businesses, or other educational institutions. Specify the nature, purposes, terms, and scope of services of any such partnerships including any fee-based or in-kind commitments from community organizations or individuals that will enrich student learning.**

As described elsewhere in this application, NCS has established a partnership with the City of Newberry, which has supported the charter school throughout the conversion process and will provide certain staffing, payroll, and benefits administrations services for the charter school once it is opened. NCS has also received strong support from the community, having raised a substantial sum of money in donations during the conversion campaign. Finally, NCS has obtained letters of support from various businesses and members of the community, which are included as **Attachment T**, including a letter of support from U.S. Representative Kat Cammack. NCS will continue to explore other potential local partnerships that can enrich the charter school's educational offerings and foster additional community support.

- C. Provide, as Attachment T, any existing evidence of demand for the school or support from intended community partners, if available (e.g. letters of intent/commitment, memoranda of understanding, or contracts).**

Please see **Attachment T**.

- D. Describe the process of appointing a representative to facilitate parental involvement, provide parents access to information, and resolve parental disputes. Include a description of how the dispute resolution procedures are designed to resolve and protect the rights of parents as enumerated in ss. 1001.42(8)(c)1.-6., 1002.20 and 1014.04, F.S.**

The Governing Board will appoint an individual residing in Alachua County to serve as the Board's parent liaison. The parent liaison may be a Governing Board member, a charter school employee, or an individual contracted to represent the Governing Board. The contact information for the parent liaison will be prominently displayed on the school's website and parents will be encouraged

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to contact this individual with any questions or concerns about the school and the Governing Board. The parent liaison will be physically present at all meetings of the Governing Board and will regularly communicate matters to the Governing Board relating to school climate and parent relations. The parent liaison will serve as a link between parents and the Governing Board, with the parent liaison serving as a source of information for parents and as a component of the dispute resolution process.

The School's Parent Student Handbook will contain applicable grievance procedures that parents can follow if they have an issue. NCS's grievance procedures, including for student welfare related complaints, are described in detail in Section 10.L. of this application, which is incorporated herein by reference.

III. BUSINESS PLAN

Section 16: Facilities

If the site is acquired:

A. Describe the proposed facility, including location, size, and layout of space.

NCS intends to utilize the existing Newberry Elementary School facility located at 25705 SW 15th Ave., Newberry, FL 32669. In accordance with s. 1002.33(18)(e), F.S., when an existing public school is converted to a public charter school, the school district must allow the charter school to utilize the existing facility and may not charge rent or any leasing fee. The Newberry Elementary School site is currently composed of three buildings with a combined total of approximately 28 classrooms. In addition, there are currently 16 portables on the campus, giving a combined total of 44 available classrooms.

NCS is planning to work with the School District to maintain the use of the 16 portables currently on site. In the event NCS is unable to use the current portables, NCS has budgeted to rent 16 new portables for Years 1-3. NCS will then add 4 portables in Year 4 and an additional portable in Year 5, for a total of 21 portables. This will bring the total classrooms up to 48 in Year 4 and 49 in Year 5.

In addition to these classrooms, the Newberry Elementary School facility includes a media center, computer lab, faculty lounge and workroom, cafeteria/multi-purpose room, kitchen, large outdoor covered pavilion, conference room, and administrative office. The facility sits on approximately 9.96 acres of property located near the heart of the City of Newberry.

B. Describe the actions that will be taken to ensure the facility is in compliance with applicable laws, regulations, and policies and is ready for the school's opening.

Since the Newberry Elementary School facility is currently being operated by the School District as a public school, NCS does not anticipate that any significant improvements will be necessary to ensure the facility is in compliance with applicable laws. The facility is already fit for use as a public school. After the charter contract is approved, NCS's team will coordinate with the School District to gain access to the facility as early as possible for planning purposes, with the goal of transitioning the campus to NCS's control the summer before the charter school opens. NCS will work with the School District, County, City, Fire Marshall, and Health Department to ensure that all necessary inspections have been passed and all required permits and certificates have been obtained

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prior to NCS opening its doors to students.

C. Describe how the facility aligns with the proposed educational program and other requirements such as mandated class sizes.

The Newberry Elementary School facility is able to meet the facility needs of the existing public school, and the facility will similarly be able to accommodate the needs of the conversion charter school. NCS will be able to comply with Florida's mandated class size requirements of having a maximum of 18 students in grades K-3 classes and 22 students in grades 4-5 classes. In order to meet the class size requirements, NCS will rely upon the use of portables to add additional student capacity, with NCS currently planning to have 16 portables in Years 1-3, 20 portables in Year 4, and 21 portables in Year 5.

The Newberry Elementary School facility is well equipped to support NCS's proposed educational program. In addition to having shared device carts, NCS will have a computer lab where students can engage with software and online programs designed to support NCS's technology-focused learning approach. The current school already has two rooms designated for Art and Music, which will continue to be utilized for these purposes. NCS will also identify a room to be utilized as a STEAM Enrichment classroom. The facility is also well-equipped to provide for common planning and interaction between teachers, as many of the classrooms are clustered in groups of four, which NCS will utilize to cluster the same grade levels together to the extent practicable. The staff lounge and teacher workroom also provide areas where teachers can collaborate. Professional Learning Communities (PLCs) will be held in a designated teacher's classroom within the grade-level cluster. Staff meetings and school events can be held in the large Dining/Multi-Purpose room that is located on the campus. Finally, the campus has sufficient open fields and a large, covered pavilion that will be used for the Physical Education program.

D. Document the anticipated costs for the facility, including renovation, rent, utilities, and maintenance. Identify, if applicable, any funding sources (other than state and local funding) that will be applied to facilities-related costs and include evidence of such (e.g. letter, MOU) as Attachment U. If renting an existing facility, provide draft lease agreement as Attachment V.

As a conversion charter school, NCS is permitted to utilize the Newberry Elementary School facility without having to pay any rental fees. s. 1002.33(18)(e), F.S. However, NCS recognizes that it likely will be required to pay certain maintenance costs related to the facility and anticipates that it will enter into an agreement with the School District to address these obligations. NCS has currently budgeted \$75,547 per year to cover maintenance costs in Year 1, increasing each school year thereafter. NCS has also budgeted funds to cover utility costs, communications costs (phone/internet), property/renter's insurance costs, and other facility related costs, all of which are detailed in the operating budget attached hereto as **Attachment X**.

E. Describe the back-up facilities plan. What is the alternate plan for facilities if the proposed facility is not available or is determined to be inappropriate for the school's opening?

Under Florida law, NCS is entitled to utilize the Newberry Elementary School site upon conversion. s. 1002.33(18)(e), F.S. Accordingly, it is not necessary for NCS to have a backup plan. However, in the unlikely event NCS were not able to utilize the Newberry Elementary School site for any reason, NCS would identify an alternative site that could accommodate the charter school and would likely defer the opening of the school for this purpose, if necessary.

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Section 17: Transportation Service

Describe the school's plan for transportation to ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the school, s. 1002.33(20)(c) F.S.

NCS will ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the campus. All students residing within a one-to-five-mile radius from the campus will be provided transportation, in addition to students residing less than one mile from the campus that are subject to a hazardous walking condition. Further, all students that are currently receiving busing services through Newberry Elementary School will continue to be eligible for busing services at the same residence even if they reside outside the transportation zone described above. NCS may expand its transportation zone based on the demand for transportation outside of this radius and the availability of necessary resources. NCS will plan bus stops and routes in a manner to minimize the distance that students are required to walk to and from the bus stop as well as the amount of time students spend on the bus. Busing services will also be provided for any students with disabilities whose IEP requires the provision of transportation services.

NCS is currently planning to initially purchase or lease six buses prior to the start of the school year to run morning and afternoon routes. Newberry Elementary School currently utilizes five buses and NCS plans to mirror this plus add one additional bus for backup purposes. Currently, around 1/3 of Newberry Elementary School's students utilize bus transportation, and a similar ratio is expected for NCS. NCS will hire its own bus drivers to drive the buses. Prior to the start of the school year, NCS will send a survey out to families who have enrolled their child at the charter school to better gauge the potential interest in busing for the upcoming school year and to ensure the transportation plan appears adequate to meet those needs. NCS will make any adjustments necessary once the actual interested ridership is known. As enrollment grows in future years, NCS may add additional buses to the extent necessary to accommodate demand.

As an alternative to directly providing busing services, NCS may partner with the School District to provide busing or hire a qualified transportation company. However, it is not anticipated that NCS will need to pursue these alternatives at this time.

NCS will ensure compliance with all applicable requirements of state and federal law relating to buses and the transportation of students. School bus drivers will meet all requirements set forth in Rule 6A-3.0141, F.A.C., including with respect to required licensures, background screening, physical capableness, and training. All school buses will be regularly inspected and meet state and federal requirements, including those requirements set forth in the *Florida School Bus Specifications* manual.

Section 18: Food Service

Describe the school's plan for food services, including any plans for contracting services or plans to participate in the National School Lunch Program. Explain how the school's food service plan will ensure healthy, well-rounded meals for students.

Dedicated to offering nutritious, balanced, and high-quality breakfast and lunch options, NCS will continue its involvement in the National School Lunch Program (NSLP). The charter school will rigorously implement the government-mandated nutrition and quality standards required by the NSLP. Newberry Elementary School is currently designated as a Community Eligibility Provision

EXHIBIT B

(CEP) school, and it is NCS's intention to maintain the CEP designation to allow all students to receive free breakfast and lunch meals. According to the 2024-25 CEP Annual Notification published by the Florida Department of Education, 44.31% of students enrolled at Newberry Elementary School are direct certified for free lunch. <https://www.fdacs.gov/Food-Nutrition/Nutrition-Programs/National-School-Lunch-Program/Community-Eligibility-Provision>. This is well above the identified student percentage requirement of 25% for CEP eligibility under the applicable NSLP regulations. NCS anticipates that it will have a substantially similar number of direct certified students and will be eligible to become a CEP school.

In February 2026, NCS will issue a request for proposals to find a third-party food service management company. The selection will be made through a transparent and competitive bidding process that meets the procurement requirements of the NSLP. The chosen vendor must be able to meet all requirements of the NSLP for serving quality, healthy meals. NCS anticipates awarding a food service contract in May 2026. Required personnel will also complete all required NSLP and food safety trainings. It is currently anticipated that the food service management company will provide all staff required to operate the food service program. Newberry Elementary School currently has food service personnel directly employed by the School District who will have the opportunity to apply with the food service management company to continue working in the food service program. All food service personnel will be screened and fingerprinted before providing services in accordance with state law.

In the event NCS is not able to qualify as a CEP school in its first year of operation, the School will distribute free and reduced-price lunch applications to each family. The School will seek to have 100 percent of our families complete the forms. The School will utilize the same system as the School District and work with www.myschoolbucks.com for online prepayment options for those students who are not eligible for free and reduced meal options. Students and adults will be encouraged to set up an account to purchase meals. They will be able to check their account balance, view what has been purchased and get reminders when their account balance is low. They will also have the option to send money or a check to the School and/or the cafeteria manager of the School. The [myschoolbucks.com](http://www.myschoolbucks.com) system will not be necessary for students once NCS has been approved as a CEP school, at which point meals will be free to all students.

In addition, NCS will comply with all federal, state, and local food safety and sanitation requirements applicable to charter school food programs.

Section 19: School Safety and Security

Outline the plan for school safety and security for students, staff, the facility, and property, especially as it relates to the applicable provisions in the Marjory Stoneman Douglas High School Public Safety Act. Specifically:

A. Describe what steps the school would take to assure there is a safe-school officer present while school is in session, pursuant to section 1006.12, F.S.

Newberry Community School will adhere to all school safety requirements applicable to charter schools, including the requirements set forth in Rules 6A-1.0017, 6A-1.0018, and 6A-1.0019, F.A.C. Section 1006.12 F.S. and all other applicable statutes. In accordance with s. 1006.12, F.S. and Rule 6A-1.0018(7), NCS will have a Safe-School Officer present at a minimum during the school day when the school facility is open for instruction, as defined by the school calendar. Additionally, NCS

EXHIBIT B

will establish a policy for the assignment of Safe-School Officers outside the regular school day, including during before and after school, summer school, during extracurricular activities, and for school-sponsored events. This policy will consider factors such as the number of persons present, the ratio of staff members to students, and other safety measures available.

NCS currently utilizes a School Resource Officer as a part of an agreement with the Alachua County Sheriff's Department. NCS plans to continue this practice and to enter an agreement with the Alachua County Sheriff's Department to remain at the school if possible. The City of Newberry has agreed to an in-kind donation of the costs for hiring the School Resource Officer, as set forth in the Memorandum of Understanding included in Attachment Z. If the School is unable to retain a School Resource Officer, the charter school will employ a School Guardian or one of the other available options pursuant to s. 1006.12, F.S to meet the requirements of having a Safe-School Officer. The Safe-School Officer will interact with staff and students daily, maintaining a visible presence at the charter school. NCS will coordinate with the Sheriff's Office to ensure a back-up Safe-School Officer is available if the primary officer cannot be present during school hours for any reason.

In addition to having a Safe-School Officer at all times, the charter school will implement the safety measures required or recommended by Florida law and the Marjory Stoneman Douglas High School Public Safety Commission. The existing school has surveillance cameras already installed, which will remain in use. Additionally, the school utilizes Raptor Technologies V-Soft to monitor all visitors. The charter school will purchase and continue to use Raptor software for visitor monitoring. All visitors will be required to wear printed name badges with visible identification, and all teachers must wear lanyards with their ID cards. The Safe-School Officer will continuously ensure these security measures are being followed.

NCS will adhere to the safety requirements outlined in s. 1006.07, F.S., including locking all gates and doors when not in use. If a gate or door is left unlocked, it will be actively supervised. Furthermore, the School, with assistance from the Safe-School Officer, will comply with all inspection and reporting requirements. All classrooms will have clearly marked shelter-in-place areas, and students will be informed of these spaces within the first 10 days of school.

The charter school will actively promote the use of FortifyFL, the mobile suspicious activity reporting tool operated by the State of Florida. The Principal will ensure a link to FortifyFL is on the school's website, reference the service in at least two newsletters per year, and display posters on the community bulletin board. Furthermore, the application will be installed on all mobile devices issued to students, and the site will be bookmarked on all student-issued computer devices. The Governing Board will designate one or more persons to receive tips through FortifyFL and maintain accurate, up-to-date contact information in the FortifyFL database. Advertising for FortifyFL will advise that persons who knowingly submit a false tip through FortifyFL may be subject to further investigation by law enforcement and may be subject to criminal penalties. Within the first 5 days of each school year, students will be provided training on FortifyFL.

NCS will ensure a mobile panic alert system is installed and that appropriate staff are trained on its use. The Principal or designee will collaborate with emergency services to ensure the system is properly set up and operational. The mobile panic alert system will comply with s. 1006.07(4)(c), Florida Statutes, and include mobile devices placed throughout the campus. The charter school will consider using a combination of fixed panic alert buttons, mobile and desktop applications, landline phone capabilities, and wearable panic alerts (e.g., on a lanyard) to ensure all staff members can silently and easily activate the alert during an on-campus emergency.

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To enable the School District School Safety Specialist to complete the school security risk assessment, charter school personnel will cooperate with requests for information and access to the campus. The Board and administration will ensure timely provision of any information required for reporting safety information within FSSAT to the School District, as necessary. Additionally, the school will collaborate with the School District School Safety Specialist to allow first responders and public safety agencies to tour the campus every three years and provide safety recommendations.

The Board will adopt a School Safety Plan that will clearly outline the procedures and details for drills and emergency situations and include a reunification plan. All students and staff members will be informed of the plan. Maps showing fire drill escape routes will be posted in all school rooms and provided to students and staff upon request. NCS will conduct all drills required under Rule 6A-1.0018(16), F.A.C. and maintain an after-action report of all drills to be provided to the District School Safety Specialist. All active assailant drills will be coordinated with law enforcement.

Staff members who knowingly violate the charter school's safety policies, or any law, rule, or policy regarding school safety, will be subject to the charter school's progressive discipline policy, once adopted by the Governing Board.

B. Explain how the school will adopt an active assailant response plan and provide annual training on the plan, as required by section 1006.07(6), F.S.

In accordance with Section 1006.07(6), F.S., the charter school will adopt an Active Assailant Response Plan ("AARP") and provide annual training to its staff by October 1 each year. The school will report the completion of this training to the School District before the October 1 deadline.

The charter school will develop its AARP using the Marjory Stoneman Douglas Commission Model Active Assailant Plan, which will be reviewed and approved by the Governing Board and comply with Rule 6A-1.0018. If possible, the charter school will incorporate the existing AARP to maintain consistency during the transition. At a minimum, the AARP will include plans and expectations for responding to an active assailant situation using the following three (3) strategies: evading or evacuating, taking cover or hiding, and responding to or fighting back. Staff and students will be instructed on how to protect themselves, including locking doors, closing windows, and moving to designated safe areas. Classrooms and other instructional spaces will be clearly and conspicuously marked to designate the safest areas in each classroom or other instructional space where students may shelter in place during an emergency.

The AARP will outline procedures and assign specific roles to staff in the event of an active assailant on campus. Periodically, in accordance with Florida law, the school will conduct emergency drills to practice the AARP procedures.

Additionally, the Principal will collaborate with the School District School Safety Specialist to use the Florida Safe Schools Assessment Tool ("FSSAT") to assess and address risks at the school. The charter school will implement the recommendations made by law enforcement and first responders in accordance with Florida law.

C. Explain how the school will establish a threat management team as required by section 1006.07(7), F.S.

The charter school will establish a school-based threat management team in accordance with Section 1006.07(7), F.S., and Rule 6A-1.0019, F.A.C. The primary purpose of the threat management team is to minimize the risk of violence at the school. The team is responsible for coordinating resources and assessing and intervening with individuals whose behavior may pose a threat to the

EXHIBIT B

safety of school staff or students using the Florida Harm Prevention and Threat Management Model. The threat management team will meet as often as needed to assess and monitor potential threats, but no less than monthly, and will work with the School District threat management team in accordance with Rule 6A-1.0019.

The school will have a threat management team comprised of at least four members, including experts in counseling, instruction, school administration, and law enforcement. The Principal will appoint the team members and exercise administrative oversight. The team must also include a member with personal knowledge of the student of concern. Team members must meet the following requirements:

- The counseling team member must be a school-based mental health services provider with access to student mental health records.
- The instructional team member must meet the definition of instructional personnel under Section 1012.01(2)(a)-(d), F.S., or hold a current Florida Educator Certificate under Section 1012.56, F.S.
- The school administrator team member must meet the definition of administrative personnel found in Section 1012.01(3), Florida Statutes. This will not be the Principal unless they are the only administrator at the school.
- The law enforcement team member must be a sworn law enforcement officer who meets the requirements of Rule 6A-1.0019.
- If none of the team members are familiar with the student of concern, the threat management team Chair must assign an instructional staff member who is familiar with the student to consult and provide background information to the team.
- The Principal must appoint a Chair and Vice Chair of the threat management team. The Chair serves as the point person for threat management at the school level, responsible for triaging reported threats or concerning behavior and communications to determine whether the matter should be summarily closed or reviewed by the full team. The Vice Chair will serve as Chair when the Chair is unavailable.

The Governing Board will adopt a Threat Management Policy, and the Principal will be responsible for implementing that policy and monitoring the Threat Management Team for compliance. This policy will include providing guidance to all students, faculty, and staff regarding recognition of concerning behavior or threats and will identify members of the school community to whom concerning behaviors and threats should be reported. Team members who have not previously completed training must complete Florida Model training before the start of the school year. Team members who have been fully trained in a previous school year must complete an annual refresher training provided by the Office of Safe Schools within the first sixty days of school.

D. Explain how the school will accurately and timely report incidents related to school safety and discipline as required by section 1006.07(9), F.S.

As required by Section 1006.07(9), F.S., and Rule 6A-1.0017, F.A.C., Newberry Community School will ensure that all incidents that qualify for reporting under SESIR are reported to the Florida Department of Education. More specifically, any incident occurring on the school campus, on school-sponsored transportation, during off-campus school-sponsored activities, or off campus where the incident is accomplished through electronic means, if the incident substantially disrupts the educational process or orderly operation of the school, and which otherwise meets a SESIR definition will be reported.

EXHIBIT B

Two or more staff members, along with the Principal, will be trained in properly managing SESIR reports. The designated staff and Principal will be trained to report SESIR-qualifying offenses to the School Safety Officer. The School Safety Officer will also participate in FLDOE training to accurately report incidents. If the School Safety Officer is unable to make the report, the Principal or designated staff will be required to do so. The administration will consult with law enforcement for all SESIR offenses, except as otherwise set forth in Rule 6A-1.0017(9).

Section 20: Budget

- A. Provide as Attachment X, an operating budget covering each year of the requested charter term that contains revenue projections (using the Florida charter school revenue estimate worksheet as Attachment W for at least the first year of operation), expenses, and anticipated fund balances. The budget should be based on the projected student enrollment indicated in Section 2 of the application. A template for the operating budget may be available from the sponsor upon request.**

See **Attachment X (Operating Budget), Y (Startup Budget) and W (FEFP Revenue Estimating Worksheet)** . These budgets contain all projected revenue and expenses except for:

- Charter School Program (CSP) Grant: Because the competitive nature of this grant creates uncertainty as to availability, this potential source of revenue is omitted from these budgets. If grant funds are received, the primary focus will be classroom technology, equipment, furnishings and supplies, as well as staff development activities.
- Supplemental Federal Funds (IDEA, Title I, etc.): Even though the school expects to qualify for these funds, they are supplemental to the academic program, each with a specific focus and cannot be used to supplant other expenses of the school. Therefore, these budgets demonstrate that the school will be adequately funded without these funds.

These budgets are presented with revenues and expenses classified in compliance with Financial and Program Cost Accounting and Reporting for Florida Schools (Redbook).

- B. Provide a start-up budget as Attachment Y that contains a balance sheet, revenue projections, including source of revenues, expenses, and anticipated fund balance. The start-up budget must cover any period prior to the beginning of FTE payments in which the school will expend funds on activities necessary for the successful start-up of the school.**

See **Attachment Y**.

- C. If the budget is contingent upon sources of funding beyond those typically provided by local, state, and federal governments (such as funding from foundations, donors, grants), provide evidence of such funding (e.g. MOU, letters) as Attachment Z.**

See **Attachment Z**.

- D. Provide a detailed narrative description of the line-item revenue and expenditure assumptions on which the operating and start-up budget are based. The budget narrative should provide sufficient information to fully understand how budgetary figures were determined.**

See **Attachment X** for detailed line-item budget narrative.

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- E. Discuss the school's contingency approach and plan to meet financial needs if anticipated revenues are not received or are lower than estimated. This may include budgets for 75% and 50% of revenue projections or a budget for whatever percentage the applicant considers the minimum percentage at which they could operate the educational plan presented.**

At the point a revenue shortfall is identified, the charter school board and administration will immediately begin planning the appropriate response. A significant enrollment deficit will, of course, require a budget amendment. A critical factor in preparing the budget amendment is the interrelationships between line items. For example, adding (or deleting) one student impacts supplies, textbooks, possibly contracted ESE services, etc; adding (or deleting) a section of students also impacts teachers, substitutes, etc; administrative costs would be affected only by large enrollment changes. Time is a critical factor in effectively coping with revenue shortfalls. Prompt, effective action can limit both the duration and depth of budget cuts necessitated.

Finally, the nature and cause of the enrollment change, and the charter school's response, will be evaluated. This will allow the charter school to possibly avoid future revenue losses, or to improve responses to future events. A minimum percentage enrollment budget at 70% enrollment is included in Attachment X.

- F. Explain in detail the year one cash flow contingency plan, in the event that revenue projections are not met (or not met on time).**

The budget approved with the application will become the approved budget for the start-up period and Year 1 of operations. This budget will be subject to continual and intense monitoring to identify any variance as assumptions become actuals. The budget will be updated frequently, after each significant event. Examples of events which will impact the budget include updated enrollment numbers, changes in the local economic environment, hiring staff, new legislation, ordering furniture, etc. We recognize that the budget must be managed while considering the effects of controllable and uncontrollable events.

In addition to the standard monthly financial reports as defined in Rule 6A-1.0081, F.A.C, the Governing Board will receive a monthly projection of both cash and budget performance, including projected cash balances and proposed budget amendments. The budget monitoring process is key to managing revenue being less or delayed compared to budget. The following specific strategies are designed to respond to budget revenue shortfalls.

First, during the start-up period, and until the charter school is fully operational, the projected budget compared to the approved budget will be an agenda item during each charter school board meeting. Also, budgeted expenditures will be deferred until justified and approved in segments. Furniture, textbooks, computers, etc., will be ordered to match enrollment gains. Similarly, teachers and other staff will be interviewed and identified, with provisional identification of employees, but hiring will be authorized only after the need is established.

- G. Provide monthly cash flow projections for the school's start-up period (i.e. from the date on which the application is approved to the beginning of the first fiscal year of operation) through the first year of operation.**

See **Attachments X and Y.**

Section 21: Financial Management and Oversight

A. Describe who will manage the school's finances and how the school will ensure strong internal controls over financial management and compliance with all financial reporting requirements.

The founding board of Newberry Community School recognizes that, similar to any other start-up business, financial management is crucial to the success of the school. This places great responsibility on the Board, and that responsibility is further intensified because public funds are being invested. Therefore, the Board recognizes the value of engaging an appropriate third party to provide back office services. In this way, the Board enhances its capability to provide financial oversight.

School Financial Services (SFS) provides back-office accounting services to over 30 charter schools in Florida. The firm limits the majority practice to schools, thereby providing access to knowledgeable professionals who are focused on charter schools in general and Newberry Community School specifically. School Financial Services is SSAE 16 certified. SFS has undergone an attestation engagement performed by an independent certified public accounting firm under the guidelines of Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization. The resulting report indicated a positive opinion of management's description of SFS's internal control system and suitability of the design and operational effectiveness of internal controls. This report provides two benefits to client schools of School Financial Services: (1) The school's independent auditor can reduce testing of transactions, thus reducing the cost of the school's audit, and (2) The school can have confidence in the services provided by School Financial Services.

SFS uses Denali Fund Accounting software, which is specifically designed for not-for-profits. Denali has integrated general ledger, accounts payable, payroll, and bank reconciliation functions. The comprehensive nature of this software coupled with the internal controls in place facilitates the recording of transactions by fund, function, and object. This allows for transactions to be recorded accurately and appropriately, including properly identifying purchases of property. Property records are maintained in accordance with state requirements. Source documents supporting transactions are preserved, facilitating the audit process. General ledgers and books of original entry are kept so as to allow the preparation of financial statements in accordance with generally accepted accounting principles and in compliance with Redbook. Having appropriate financial statements will allow the preparation of projections of budget performance and cash balances through the fiscal year, thus allowing the school to adjust activity as necessary to maintain fiscal integrity. The system as described has undergone numerous audits of dozens of schools by at least ten different auditors in three states without any finding relating to the accounting system, demonstrating the effectiveness of the process of fiscal management.

School Financial Services will prepare, on an annual basis, a budget in cooperation with the Finance Committee and NCS leadership. The budget will outline all anticipated revenues and expenditures, by object and function. The budget will be submitted to the Governing Board for review and approval. Upon approval, a copy of the budget will be filed with the Board minutes for public record, a copy will be held at the school site, a copy posted to the school's website, and a copy will be provided to the sponsor. SFS, on behalf of the school, shall prepare monthly financial statements in compliance with Rule 6A-1.0081, F.A.C, which shall include a balance sheet and a statement of revenues, expenditures and changes in fund balance. The monthly financial statements shall be prepared in accordance with the function/object dimensions prescribed in the Florida DOE publication, Financial and Program Cost Accounting and Reporting for Florida Schools (Redbook).

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NCS shall also prepare and maintain all reports required to be filed with the Government of the United States and the State of Florida. Such reports shall include, but are not limited to, all payroll tax returns and any required filing relating to the school's non-profit status.

B. Explain the mechanisms the governing board will use to monitor the school's financial health and compliance.

Detailed financial statements will be prepared on a monthly basis and submitted to the Governing Board for analysis. These financial statements will be reviewed by the Board at the monthly meetings and will be submitted to the School District for monitoring/review monthly. The monthly financial statements will be in compliance with Rule 6A-1.0081, F.A.C and include: Balance Sheet, Statement of Revenues, Expenditures and Changes in Fund Balance, Year-to-date comparison of budgeted vs. actual revenues and expenditures. Supplemental information, including but not limited to, bank reconciliations, bank registers, detailed general ledgers, relevant correspondence from the sponsor, grantor agencies, etc., will be provided to the Board as applicable. During the first year of operations, beginning after the first quarter of activity, the Board will receive a projection of both cash and budget performance monthly, including projected cash deficits and proposed budget amendments.

C. Describe the school's plans and procedures for conducting an annual audit of the financial operations of the school.

NCS will adhere to the audit selection requirements per section 218.391, F.S. and the Auditor General Requirements and ensure that the Audit Report checklist section 11.45(3)(a), F.S., accompanies the audit in a timely manner in compliance with the charter agreement. The auditing firm shall be selected by request for proposal (RFP) with proposals only accepted from qualified firms, and significant credit given to firms for prior experience with charter schools. The audit report will be an agenda item of a board meeting, using findings and recommendations to improve the effectiveness of its oversight.

D. Describe the method by which accounting records will be maintained.

In order to provide financial information that is comparable to that reported for other public schools, the school will maintain all financial records in an accounting system that is in accordance with the accounts and codes prescribed in the most recent issue of the publication titled, "Financial and Program Cost Accounting and Reporting for Florida Schools" (Redbook), pursuant to section 1002.33(9)(g)(1), F.S. Thus, the School's accounting will be consistent with accounting conducted for Florida school districts and will contain a uniform chart of accounts for budgeting and financial reporting. The uniform chart of accounts addresses topics that include governmental accounting standards, program cost accounting, and reporting. The documents comprising the accounting records will be kept in accordance with the General Records Schedule for Local Government Agencies GS1-SL, as authorized by sections 119 and 257, F.S.

E. Describe how the school will ensure financial transparency to the authorizer and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and financial report.

There are three overlapping layers of financial transparency required of charter schools. First, exempt organizations are required by the Internal Revenue Code to make their Form 1023 (Application for Recognition of Exemption Under Section 501 (c) 3) and annual Form 990 (Return of Organization Exempt From Income Tax) available for public inspection and copying. Additionally,

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charter schools are bound by Florida's Government in the Sunshine Law, provisions of which include the public notice of and the opportunity for public participation in board meetings; as well as the Public Records Act, which ensures public access to records and documents. Finally, section 1002.33(9)(p)(1), F.S., requires charter schools to provide access, through its website, to the annual budget and independent audit. Newberry Community School will comply with all of these.

F. Describe any key back-office services to be outsourced via contract, such as business services, payroll, and auditing services. Include the anticipated costs of such services and criteria for selecting such services.

NCS plans to contract with School Financial Services (SFS) to provide back-office accounting and payroll services. SFS provides comprehensive services, including, by general category, accounts payable, general ledger maintenance, financial statement preparation, cash management, budgeting, grant reporting. The standard fee for accounting services is 1.6% of FEFP net of the district administration fee. No contract will be in place until the charter is approved. The contract will be binding on the school at the beginning of the first year of operations. Newberry Community School will engage an independent auditor. The school has not yet identified the auditor, as the selection will be made through the RFP process, and in compliance with Florida Statutes and Auditor General guidelines.

G. Describe how the school will store financial records.

All public records will be kept in accordance with the General Records Schedules GS1-SL and GS7, as required by sections 119 and 257, F.S. "Record" includes any pertinent information, regardless of the media stored upon. Therefore, written record, audio recordings, video recordings, disks, etc., are all considered records. Financial records will be kept in electronic and paper formats. Permanent documents will be kept in secure, locked, fire-proof cabinets.

H. Describe the insurance coverage the school will obtain, including applicable health, workers compensation, general liability, property insurance, and directors' and officers' liability coverage.

NCS will, at its own expense, provide evidence of insurance consistent with the School District's requirements for insurance and in accordance with the time frame for providing that insurance as stated in the charter. NCS will only acquire insurance from an insurer (carrier) that is authorized by the Department of Insurance of the State of Florida, or an eligible surplus line insurer under Florida Statutes. The insurer will have an AM Best rating of "A-" or better and financial size category of "IV" or better according to the latest edition of Best's key rating guide published by AM Best Company.

Insurance coverage will be procured and maintained consistent with the School District's requirements. The following amounts are in compliance with the Florida Charter School Standard Contract. Any updated insurance requirements made to the Standard Charter Contract by the State or School District will be adhered to by the School.

1. Health: The school, through its relationship with the City of Newberry, will provide health and other group insurances to employees in amounts competitive with other employers.
2. Worker's Compensation Insurance: NCS agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.
3. Commercial General Liability Insurance: Coverage written on an occurrence form with minimum policy limits of \$1,000,000 per occurrence and an aggregate limit of \$2,000,000.

EXHIBIT B

4. Property Coverage: Property coverage insurance will be carried on all real and tangible property that is defined and determined to be covered under the property insurance.
5. School Leaders Errors and Omissions Insurance: \$2,000,000 per claim/annual aggregate, maximum \$25,000 deductible.

Additionally, as needed, the school will establish the following coverages:

1. Fidelity Bonds and Crime Coverage. NCS will carry or require coverage for all defined and determined board members, employees and vendors.
2. Automobile Liability Insurance. \$1,000,000 per occurrence and an aggregate limit of \$2,000,000 including all owned, hired, and non-owned automobiles.
3. Builder's Risk Insurance. Insurance equal to the actual replacement cost for construction work.

Section 22: Start-Up Plan

A. Present a projected timetable for the school's start-up, including but not limited to the following key activities:

- i.** Applying for and securing appropriate legal status (e.g. status as a state corporation, federal non-profit)
- ii.** Identifying and securing facility
- iii.** Recruiting and hiring staff (leaders, teachers, and other staff)
- iv.** Staff training
- v.** Finalizing curriculum and other instructional materials
- vi.** Governing board training
- vii.** Policy adoption by Board (if necessary)
- viii.** Recruiting students
- ix.** Enrollment lottery, if necessary
- x.** Establishing financial procedures
- xi.** Securing contracted services
- xii.** Fundraising, if applicable
- xiii.** Finalizing transportation and food service plans
- xiv.** Procuring furniture, fixtures and equipment
- xv.** Procuring instructional materials

[Start-Up Timetable on Next Page]

EXHIBIT B

ACTION REQUIRED	TIMELINE
i. Legal Status	Sept. 2024: Nonprofit corporation established
ii. Identifying and Securing Facility	Facility Already Identified June-July 2026: Move into Newberry Elementary Facility
iii. Recruiting and Hiring Leaders, Teachers, Staff	Spring 2025-Fall 2025: School Leader Search January 2026: Begin teacher recruitment efforts Feb. 2026-July 2026: Hire teachers and other staff
iv. Staff Training	July 27-Aug. 7, 2026: Pre-Planning/Professional Learning for staff 2026-27 school year: Additional staff training
v. Finalizing Curriculum and Instructional Materials	Feb.-June 2026
vi. Governing Board Training	Spring/Summer 2025
vii. Governing Board Adopts Policies	Spring/Summer 2025
viii. Recruit Students	Nov. 2025-July 2026
ix. Enrollment Lottery, if necessary	December 2025: Application window opens March 2026: Lottery is conducted
x. Establish Financial Procedures	Spring/Summer 2025
xi. Securing Contracted Services	Feb. 2026-Jun. 2026: Enter into contracts with vendors
xii. Fundraising	Feb. 2024-July 2026
xiii. Finalizing Transportation and Food Service	Feb.-July 2026: Begin searching for buses and hiring drivers Feb. 2026: Issue food service RFP May 2026: Award food service contract July 2026: Finalize bus purchases/leases
xiv. Procuring Furniture and Technology	Feb.-May 2026
xv. Procuring Instructional Materials	Feb.-May 2026

Attachment A

Evidence of Support for Conversion



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° Licensed in Florida, Pennsylvania, New Jersey, & Massachusetts

November 24, 2024

ATTACHED TO
CHARTER APPLICATION

John-Anthony (Jay) Bogges, Chair
Florida Charter School Review Commission
Florida Department of Education

RE: Newberry Elementary School – Results of Conversion Vote

Dear Mr. Bogges:

I am writing on behalf of Newberry Community School, Inc. (“NCS”) with regards to the conversion charter school application NCS is submitting to the Charter School Review Commission on November 26, 2024. This letter is intended to serve as confirmation that a sufficient number of parents and teachers voted to approve the conversion to allow it to move forward.

Pursuant to Section 1002.33(3)(b), Florida Statutes, “An application submitted proposing to convert an existing public school to a charter school shall demonstrate the support of at least 50 percent of the teachers employed at the school and 50 percent of the parents voting whose children are enrolled at the school, provided that a majority of the parents eligible to vote participate in the ballot process, according to rules adopted by the State Board of Education.” Accordingly, only 50% of parents and teachers were required to vote in favor of the conversion initiative for it to pass.

The parents and teachers of Newberry Elementary School were given the opportunity to participate in the conversion vote. The conversion group and the Alachua County School District agreed to utilize Kim Barton, the Alachua County Supervisor of Elections, as the independent arbitrator to oversee the voting process. Voting opened on April 5, 2024 and closed on April 12, 2024. Separate ballot boxes were established for parents and teachers. The votes were counted and read aloud by Ms. Barton on April 17, 2024 at a public meeting. I was personally in attendance when the votes were counted.

The results of the vote are described on the following page:

November 24, 2024

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Parent Vote

- **Total Eligible Households:** 520
- **Total Households Participating:** 274
- **Total Households Voting Yes:** 149
- **Total Households Voting No:** 125
- **Result:** Voted Passed

Teacher Vote

- **Total Eligible Teachers:** 44
- **Total Teachers Voting Yes:** 22 (originally 23; one vote was not counted due to having used the wrong ballot)
- **Total Teachers Voting No:** 21
- **Result:** Voted Passed

Sincerely,



Braxton A. Padgett, Esq., B.C.S.
braxton@arnoldlawfirmllc.com

Attachment B

Sample Daily Schedule and Annual Calendar

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Newberry Community School
Academic Calendar

2026-27 School Year

July 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Aug 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Sep 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Oct 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Nov 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Dec 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Jan 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Feb 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2027						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Teacher Workdays / Professional Learning Days
First / Last Day of Classes
Student & Teacher Holidays
Half Days
Flex Days (Teacher Workdays or Storm Makeup Days)
Report Cards / Interim Reports

**Newberry Community School
Academic Calendar**

2026-27 School Year

- **July 27:** First Day for Teachers
- **July 27–August 7, 2026:** Pre-Planning/Professional Learning Days
- **August 10, 2026:** First Day for Students
- **August 26, 2026:** Half Day (Teacher Professional Learning)
- **September 7, 2026:** Labor Day (No School)
- **September 15, 2026:** Interim Reports Available
- **September 25, 2026:** Teacher Workday / Professional Learning Day (No Students)
- **October 15, 2026:** Report Cards Available
- **October 16, 2026:** UF Homecoming (No School)
- **October 19, 2026:** Teacher Workday / Professional Learning Day (No Students)
- **October 28, 2026:** Half Day (Teacher Professional Learning)
- **November 11, 2026:** Veterans Day (No School)
- **November 19, 2026:** Interim Reports Available
- **November 20, 2026:** Teacher Workday / Professional Learning Day (No Students)
- **November 23-27, 2026:** Thanksgiving Break (No School)
- **December 14, 2025:** Flex Day #1 (Teacher Workday or Storm Makeup Day for Students)
- **December 22, 2026 –January 5, 2027:** Winter Holidays (No School)
- **January 4, 2027:** Teacher Workday / Professional Learning Day (No Students)
- **January 5, 2027:** Flex Day #2 (Teacher Workday or Storm Makeup Day for Students)
- **January 6, 2027:** Classes Resume
- **January 7, 2027:** End of First Semester
- **January 8, 2027:** Begin Second Semester
- **January 14, 2027:** Report Cards Available
- **January 18, 2027:** Martin Luther King Jr. Day (No School)
- **February 12, 2027:** Flex Day #3 (Teacher Workday or Storm Makeup Day for Students)
- **February 15, 2027:** Presidents' Day (No School)
- **February 17, 2027:** Interim Reports Available
- **February 24, 2027:** Half Day (Teacher Professional Learning)
- **March 15 –19, 2027:** Spring Break (No School)
- **March 26, 2027:** Report Cards Available
- **March 29, 2027:** Teacher Workday / Professional Learning Day (No Students)
- **April 19, 2027:** Teacher Workday (No Students)
- **April 28, 2027:** Half Day (Teacher Professional Learning)
- **April 19, 2027:** Interim Reports Available
- **May 26, 2027:** Last Day for Students
- **May 27- May 28, 2027:** Teacher Workday (No Students)

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Newberry Community School
Sample Daily Schedule

2026-27 School Year

Below is an example of a daily schedule for first grade that is representative of what the daily schedule would look like for all grades. Actual schedules, class times, and lunch times will vary based on grade level:

1 st Grade	8:00-8:10	8:10-10:10	10:15-10:45	10:50-11:35	11:40-12:05	12:10-12:55	12:55-1:55	1:55-2:15	2:15-2:45	2:45-3:15
Sect. 1	Morning Meeting	ELA	P.E.	Specials	Lunch	Science	Math	Recess	Social Studies	Inter. Time
Sect. 2	Morning Meeting	ELA	P.E.	Specials	Lunch	Science	Math	Recess	Social Studies	Inter. Time
Sect. 3	Morning Meeting	ELA	P.E.	Specials	Lunch	Science	Math	Recess	Social Studies	Inter. Time
Sect. 4	Morning Meeting	ELA	P.E.	Specials	Lunch	Science	Math	Recess	Social Studies	Inter. Time
Sect. 5	Morning Meeting	ELA	P.E.	Specials	Lunch	Science	Math	Recess	Social Studies	Inter. Time
Sect. 6	Morning Meeting	ELA	P.E.	Specials	Lunch	Science	Math	Recess	Social Studies	Inter. Time
Minutes	10	120	30	45	25	45	60	20	30	30
Instr. Minutes	N/A	120	30	45	N/A	45	60	N/A	30	30
Total Daily Instructional Minutes										360
Annual Instructional Days										170
Annual Instructional Hours										1,020

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Sample Curriculum Scope and Sequence

Not applicable

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Reading Plan

Attachment D – Reading Plan

Literacy Instruction at Newberry Community School

As part of Newberry Community School’s strong focus on reading and the development of the whole student, students are encouraged to develop and practice literacy skills while applying them to real-world contexts and fostering an appreciation for reading that will support long-term success. NCS will integrate reading across all subjects with students engaging with diverse texts and will practice reading strategies in various contexts and genres. The hands-on learning in a text- and vocabulary-rich environment will integrate with the STEAM strategies by incorporating speaking, listening, reading, and writing experiences, giving students multiple opportunities to acquire, refine, and master their literacy skills.

Reading and English Language Arts Curriculum

In accordance with, Rule 6A-6.053, F.A.C., charter schools may adopt the district’s Comprehensive Evidence-Based Reading Plan (CERP) but are not required to do so. NCS intends to incorporate core elements of the Alachua County CERP to provide a systematic framework inherent in Structured Literacy and will include the following components of FS 1008.25 and Florida’s Formula for Reading Success:

- 6 components of reading – Oral language development, phonological awareness, phonics, fluency, vocabulary, and comprehension
- 4 assessment strategies – Screening, progress monitoring, diagnostic and summative
- Significant time allocated to reading with a 120-minutes of literacy instruction which includes a 90-minute block of uninterrupted reading instruction plus 30 minutes for writing and additional language arts instruction
- An additional 30-60 minutes daily for student identified in need of Tier 2 or 3 interventions
- Highly qualified reading coaches, endorsed in reading, that will support classroom teachers in providing effective reading instruction based on progress monitoring data
- Student access to a rigorous, evidence-based curriculum for reading and writing
- Teacher implementation, with fidelity, of the curriculum
- Evidence-based supplemental and intervention programs
- Opportunities provided to teachers to earn a reading endorsement or credential in reading instruction, intervention and reading in content areas
- Tier 2 interventions provided that include explicit, systematic, small group teacher-led instruction matched to student needs
- Opportunities for students to practice the targeted skills with formative feedback for students in Tier 2 interventions
- Frequent progress monitoring
- Tier 3 interventions provided by a reading endorsed or certificated teacher to groups of 1-3 students or one-on-one. Students will receive more guided practice and immediate feedback

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- Tier 3 interventions are in addition to Tier 1 and Tier 2 instruction and interventions
- School leaders will conduct instructional/literacy walkthroughs with feedback to ensure effective instruction is provided to all students and literacy programs are being implemented with fidelity

The literacy framework at NCS is designed to develop reading skills that will meaningfully engage students across all content areas. The framework ensures systematic instruction of grade-level skills and concepts while providing the differentiation necessary to support students working both on, above and below grade level. The school's reading program is designed to be interactive and will be centered around the following six essential components of effective reading instruction:

1. Oral language - Oral language development is the process of learning to speak, listen, and understand spoken words. Oral language is a vital skill for children to develop, as it lays the foundation for reading and other literacy skills. It is made up of three components: phonological, semantic and syntactic.
2. Phonemic awareness – Student's ability to identify, hear and manipulate the individual sounds or phonemes in spoken words. It is fundamental for reading and spelling and is a key component of phonological awareness.
3. Phonics – Phonics is the ability to connect the sounds of spoken language to written letters in the English language. Skills include word recognition, phonemic awareness, phonological awareness, syllables, diagraphs and decoding.
4. Fluency – The ability to speak, write or read with ease, accuracy and expression. Fluency helps students to focus on the meaning of what they are reading.
5. Vocabulary – Contributes to a student's understanding of what they are reading and supports overall reading comprehension.
6. Comprehension – The ability to read text and understand the meaning. Enables students to make connections with what they read.

The NCS core Language Arts and Reading curriculum and instructional materials will be fully developed upon approval of the charter and may include the following:

- **Benchmark Advance**

NCS will use Benchmark Advance in all grades 2-5 as the core Reading/ELA program. Benchmark Advance is aligned to the Science of Reading and provides daily instruction that is systematic and explicit. Included in the program is a process of spiral review and meaningful daily practice. The curriculum is fully aligned to B.E.S.T standards and includes weekly assessments with each question aligned to B.E.S.T standards so that teachers are able to quickly identify learning gaps and provide extended learning. Ongoing teacher training will be provided and is an important aspect of Benchmark Advance.

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• **University of Florida Literacy Institute Foundations (UFLI)**

NCS will use UFLI Foundations for a phonics-based core curriculum instruction for K-2 students and for interventions for grade 3-5. The UFLI curriculum is a research and evidence-based program based on the Orton-Gillingham multi-sensory approach that provides direct instruction scripted lessons for teachers. UFLI may be used in Tier 1 as whole group instruction or small group instruction or as Tier 2 and 3 interventions.

• **Heggerty Phonemic Awareness Curriculum**

NCS will implement the Phonemic Awareness Curriculum for use in grades K-2 and as needed for support in grades 3 & 4. The primary curriculum teaches early, basic and advanced skills such as: rhyming and early fluency, isolating final or medial sounds, blending and segmenting sounds, adding and deleting phonemes and substituting phonemes. Teachers and students will access the Heggerty curriculum through digital lessons as well as print materials.

Progress Monitoring and Assessments

Diagnostic and benchmarking assessment will be conducted at the beginning of the year to inform placement and for screening purposes. Progress monitoring will occur multiple times throughout the year and summative assessments will be administered at the end of the year to measure performance outcomes.

NCS will use the following assessments for screening, progress monitoring with diagnostic assessment instruments with additional assessments added as needed and as determined by the School Literacy Leadership Team.

Screening, progress monitoring and summative – Given 3xs per year - at the beginning, middle and end of the year

- ❖ FAST Star Early Literacy – Kindergarten
- ❖ FAST Star Reading – Grades 1 & 2
- ❖ FAST ELA Reading – Grades 3-5

Screening, progress monitoring and diagnostic – Conducted for screening and progress monitoring purposes and as needed for diagnosing students to determine whether reading interventions are needed

- ❖ DIBELS K-5
- ❖ iReady Baseline Assessment
- ❖ iReady Diagnostic Assessment
- ❖ School developed Common Assessments – Used to assess vocabulary and comprehension skills

Students Identified with Reading Deficiencies

Newberry Community School will implement reading interventions, in accordance with FL 1008.25.5(a), and will provide the following for students as determined by screening, diagnostic, progress monitoring, state assessment data or teacher observation:

1. Direct reading instruction that is intensive, multisensory, explicit, sequential and builds upon prior knowledge. language development, phonological awareness, phonics, fluency, vocabulary and comprehension as needed.

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2. Targeted small group reading interventions and one on one support will be provided as needed during the regular school day. Tutoring opportunities will also be offered as part of the afterschool programming.
3. Newberry students identified with a significant reading deficiency, based on screening, progress monitoring, statewide assessments, diagnostic assessments or teacher observations, will receive increasingly intensive instruction tailored to their specific needs which will be determined by their performance levels and rates of progress.

Dyslexia-specific interventions, as defined by rule of the State Board of Education, shall be provided to students who have the characteristics of dyslexia. Dyslexia is defined as a reading disability that affects how a student reads, writes and spells. The brain of a student with dyslexia processes language differently which can make it more difficult to match letters with sounds and can affect reading comprehension. According to the Mayo Clinic's definition of dyslexia, (<https://www.mayoclinic.org/diseases-conditions/dyslexia/symptoms-causes>) students with dyslexia may exhibit the following symptoms:

- reading well below the expected level for grade and age
- problems processing and understanding what is heard
- difficulty finding the right word to answer a question
- difficulty reading including reading aloud
- inability to sound out the pronunciation of an unfamiliar word
- problems spelling
- avoiding activities that involve reading

Students with dyslexia may not be identified as having an SLD and schools may or may not require that resources be provided to assist students in making academic progress. Schools may or may not require progress monitoring or to make adjustments in instruction or provide interventions. It will be responsibility of NCS to support the student's progress and performance by providing resources and interventions that align with a student's unique needs and to ensure that resources are available in the regular classroom setting.

The relevant components of the Alachua County's Decision Tree will be followed and will be aligned with the instructional materials chosen by the principal and teachers. The decision tree elements will be incorporated into the school's decision "rules" for reading intervention and support. The selected textbooks and instructional materials will offer a comprehensive range of supplemental resources and strategies, including multisensory approaches, to assist struggling learners.

Parent notification is an essential step that is required once a student is identified with a reading deficiency. In accordance with FS 1008.25.3(d), parents of students exhibiting a significant reading deficiency will be notified in writing of the student's reading deficiency and the written notification will include:

- The description of the reading deficiency
- A description of the services currently provided to the student
- A description of the intensive interventions and support that will be provided to assist in the remediation of the deficiency
- A description of what is needed for student grade progression if the reading deficiency is not resolved by the end of 3rd grade

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- An at-home reading plan with strategies and resources that parents can implement at home
- Information about the New Worlds Tutoring program and scholarship accounts along with parent training modules
- The school's criteria for mid-year promotion
- An explanation that the state's ELA assessment is not the sole criteria for promotion and an outline of the additional criteria that is used to determine whether a student is reading at, above or below grade level
- The specific criteria that will be collected as part of the student's reading portfolio

The New Worlds tutoring Program will be used to support NCS students in improving reading skills by following and implementing best practices included in the science of reading guidelines. NCS will follow the minimum required standards in accordance with F.S. 1008.366(c) which include appropriate group sizes for tutoring, frequency and duration of tutoring sessions, minimum staffing qualifications for tutors, ongoing informal and formal assessments to determine interventions and prioritization strategies for tutoring students.

Intervention strategies and the selection of supplemental materials will be based on the specific area of instructional need, alignment and support of the core curriculum textbooks, student grade or reading level, English language proficiency, and other relevant factors. The Student Success Team (MTSS) or the individual student's problem-solving team, using a problem-solving process to target interventions that address identified skill deficits, will determine the specific supplemental and intensive interventions. The instructional support materials within the core program combined with the school's literacy toolkit will include comprehensive and supplemental intervention programs, strategies, and assessment tools tailored to meet the unique needs of individual students and targeted student groups and may include but not be limited to:

- ❖ SIPPS
- ❖ Amira Reading
- ❖ iReady Teacher Toolkit
- ❖ Reading Plus
- ❖ UFLI Foundations
- ❖ Benchmark Advance Teacher Toolkit
- ❖ IXL

Assurances aligned with (Rule 6A-6.053(8)(b)2., F.A.C.) affirm that Newberry Community School will:

- Implement reading instruction and professional learning grounded in the science of reading with instructional strategies that include phonics instruction for decoding and encoding as the primary strategy for word reading
- Not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading.
- Ensure that all students identified with a substantial reading deficiency are covered by an individualized progress monitoring plan that meets the requirements of s. 1008.25(4)(c), F.S., to address their specific reading deficiency, unless they have an

EXHIBIT B

IEP or 504 plan that addresses their reading deficiency, or both in accordance with Rule 6A-6.053(5)(c), F.A.C.

- Provide intensive reading interventions in Summer Reading Camps for students in grade 3 who score a Level 1 on the statewide, standardized ELA assessment that are delivered by instructional personnel who are certified or endorsed in reading and rated highly effective as determined by the teacher's performance evaluation under s. 1012.34, F.S.
- Ensure all other intensive reading interventions are delivered by instructional personnel who are certified or endorsed in reading, or by instructional personnel who possess the elementary or secondary literacy micro-credential and who are supervised by an individual certified or endorsed in reading.
- Establish a Literacy Leadership Team consisting of a school administrator, literacy coach, media specialist and a lead teacher, as applicable.
- Affirm that all school literacy coaches meet the minimum qualifications described in Rule 6A-6.053(4), F.A.C.
- Literacy coaches will not perform administrative functions that will detract from their role as a literacy coach and spend limited time administering or coordinating assessments.
- Assign literacy coaches to work with students based on student performance data in reading.
- Provide time for teachers to meet weekly for professional learning, including lesson study and professional learning communities.
- Share the School's CERP with stakeholders, including school administrators, literacy leadership teams, literacy coaches, classroom instructors, support staff and parents.

Professional Learning Opportunities

NCS teachers will be provided targeted training on how to implement the reading curriculum with fidelity and on the effective use of all reading and language arts materials. Data analysis of student performance will guide the development of specific professional learning opportunities. Professional learning options will be coordinated by the NCS Literacy Leadership Team and will be differentiated based on data obtained through progress monitoring. Additional support and training will be provided on reading interventions and the essential components of the science of reading. Teachers will also be made aware of the opportunity to obtain a reading endorsement or certification.

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Pupil Progression Plan

Not applicable. NCS will follow the District's Student Progression Plan.

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Assessment Schedule

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The testing windows below denote the amount of time provided for districts and schools to select test administration days; they do not represent the amount of time students spend taking the assessments. The windows are established to provide maximum flexibility to efficiently deliver these important measurements of student progress and performance and maximize student learning and instructional time.

Dates*	Assessment
Fall	
August 4–September 26, 2025	Florida Assessment of Student Thinking (FAST) PM1 Grades K–2 FAST English Language Art (ELA) Reading & Mathematics
August 11–September 26, 2025	FAST PM1 Grades 3–10 FAST ELA Reading Grades 3–8 FAST Mathematics
September 8–October 3, 2025	FAST Retake Grade 10 ELA Reading Retake
	End-of-Course (EOC) Assessments Algebra 1, Geometry, Biology 1, Civics, U.S. History
Winter	
December 1, 2025–January 23, 2026	FAST PM2 Grades K–2 FAST Reading & Mathematics Grades 3–10 FAST ELA Reading Grades 3–8 FAST Mathematics
December 1–19, 2025	EOC Assessments Algebra 1, Geometry, Biology 1, Civics, U.S. History
	FAST Retake Grade 10 ELA Reading Retake
Spring	
March 30–April 10, 2026	Writing Grades 4–10
April 13–May 29, 2026	FAST PM3 Grades K–2 FAST Reading & Mathematics
May 1–29, 2026	FAST PM3 Grades 3–10 FAST ELA Reading Grades 3–8 FAST Mathematics
	Statewide Science Assessment Grades 5 & 8 Science
	EOC Assessments Algebra 1, Geometry, Biology 1, Civics, U.S. History
	FAST Retake Grade 10 ELA Reading Retake
Summer	
July 13–24, 2026	EOC Assessments Algebra 1, Geometry, Biology 1, Civics, U.S. History
	FAST Retake Grade 10 ELA Reading Retake

* School districts establish daily testing schedules within these windows according to state-provided guidance. For more detailed scheduling information for a specific school or district, please visit that organization's website.

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FAST Voluntary Prekindergarten (VPK)	
Dates	Assessment
<p>Traditional VPK Programs (83 or more instructional days)*:</p> <ul style="list-style-type: none"> First Administration (PM1): within the first 30 instructional days. Second Administration (PM2): in the period of time in a VPK class schedule where at least 40% and no more than 60% of a program’s instructional hours have been completed. Third Administration (PM3): within the last 30 instructional days. 	FAST Star Early Literacy

* For non-traditional school-year and summer VPK programs (82 or fewer instructional days), see the Administration Schedule and guidance for VPK programs available at <https://www.fldoe.org/schools/early-learning/providers/fast-star-earlit.stml>.

Florida Alternate Assessment (FAA)	
Dates	Grade Levels and Subjects
September 22–October 10, 2025	<p>FAA—Performance Task Grade 10 ELA Makeup* Algebra 1 Makeup*</p>
March 2–April 10, 2026	<p>FAA—Performance Task Grades 3–8 ELA & Mathematics* Grades 4–8 Writing* Grades 5 & 8 Science EOC Assessment (Civics)</p>
March 9–April 24, 2026	<p>FAA—Performance Task Grades 9 & 10 ELA* Grades 9 & 10 Writing* EOC Assessments (Algebra 1*, Biology 1, Geometry*, U.S. History)</p>
Data Collection Periods: September–October 2025 November–December 2025 February–March 2026	<p>FAA—Datafolio Grades 3–10 ELA (Reading & Writing)* Grades 3–8 Mathematics* Grades 5 & 8 Science EOC Assessments (Algebra 1*, Biology 1, Civics, Geometry*, U.S. History)</p>

* Aligned to Access Points for the Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards.

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Other Statewide Assessments	
Dates	Assessment
October 2025–April 2026	Preliminary ACT (PreACT)
October 2025	Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT)
November 3–December 19, 2025 March 30–May 29, 2026	Florida Civic Literacy Exam
January–March 2026	National Assessment of Educational Progress (NAEP) Reading (Grades 4, 8) Mathematics (Grades 4, 8) Civics (Grade 8) U.S. History (Grade 8)
January 19–March 13, 2026	ACCESS for ELLs Alternate ACCESS
March–April 2026	ACT*
March–April 2026	SAT*
March–April 2026	Classic Learning Test (CLT)*
May 2026	Advanced Placement (AP) Exams

*Districts will select either ACT, SAT, or CLT to administer to all Grade 11 students in the district.

INTERIM ASSESSMENT SCHEDULE

1. **i-Ready:** The i-Ready diagnostic will be administered at the beginning of the school year. Each student will have individualized i-Ready growth targets in addition to stretch goals. Teachers will be required to review i-Ready data and use this to differentiate instruction for students based on their individualized mastery of concepts.
2. **DIBELS:** NCS will utilize DIBELS as a universal literacy screening. NCS will administer DIBELS subtests at various times throughout the school year.
3. **Writing Score:** NRCA will use Write Score to assess student writing. This will be administered three times per year
4. **Science:** NCS is utilizing the Discovery Education – Science curriculum. Teachers will administer interim assessments from this curriculum at the beginning, middle, and end of the school year.
5. **In-Class:** NCS teachers will also utilize in-class formative and summative assessments to evaluate student performance and attainment of the state standards. These will include quizzes and unit tests in regular intervals to ensure that student achievement is monitored on an ongoing basis. Teachers will also monitor mastery of the standards through in-class assignment and projects on a day-to-day basis.
6. **Other:** NCS may select other interim assessments as the curriculum is fully developed.

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Student Code of Conduct

Not applicable. NCS will use the District's Code of Student Conduct

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Articles of Incorporation

EXHIBIT B

**AMENDED ARTICLES OF INCORPORATION
OF
NEWBERRY COMMUNITY SCHOOL, INC.
(A Florida Not-For-Profit Corporation)**

These Amended Articles of Incorporation of NEWBERRY COMMUNITY SCHOOL, INC., a Florida not for profit corporation (the "Corporation"), dated and effective as of October 18, 2024, are being duly executed and filed to amend, completely restate and supersede the Corporation's original Articles of Incorporation, which were filed and effective as of September 25, 2024, Document No. N24000011469.

**Article I
NAME**

The name of this corporation shall be Newberry Community School, Inc. (hereinafter called the "Corporation").

**Article II
PRINCIPAL OFFICE AND MAILING ADDRESS**

The address of the principal office and the mailing address of the Corporation is 25440 W Newberry Rd, Newberry, FL 32669.

**Article III
COMMENCEMENT OF CORPORATE EXISTENCE**

The Corporation shall commence its existence as of the date of filing for incorporation with the Florida Secretary of State and shall have perpetual existence unless sooner dissolved according to law.

**Article IV
PURPOSES**

The general purpose of this Corporation shall be to operate exclusively for charitable, educational, scientific, or literary purposes, and in furtherance of such goals is authorized to do any and all activities which it is empowered to do under these Articles provided, however, that nothing herein shall be construed as allowing any activities which would jeopardize the Corporation's tax-exempt status or otherwise be inconsistent with its classification as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended or replaced from time to time (the "Code") and its regulations as they now exist or may hereafter be amended, or as a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

**Article V
GENERAL POWERS**

This Corporation shall have all the powers enumerated for corporations in the Florida Not-For-Profit Corporation Act, as it now exists and as hereafter amended, and all such other powers

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as are permitted by applicable law, including, without limitation and only by illustration, the following powers unless later restricted by applicable law:

- A. To have succession by its corporate name for the duration of its existence.
- B. To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.
- C. To have a corporate seal, which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed, affixed, or in any other manner reproduced provided, however, such seal shall always contain the words “corporation not for profit.”
- D. To purchase, take, receive, lease, take by gift, devise or bequest or otherwise acquire, own, hold, improve, use, and otherwise deal in and with real or personal property or any interest therein, wherever situated.
- E. To sell, convey, mortgage, pledge, create security interests in, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets.
- F. To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.
- G. To make donations for the public welfare or for religious, charitable, scientific, educational, or other similar purposes.
- H. To increase, by a vote of its members cast as the bylaws may direct, the number of its directors, so that the number shall not be less than three but may be any number in excess thereof.
- I. To conduct its affairs, carry on its operations, and have offices and exercise the powers granted by the Florida Not-For-Profit Corporation Act in any state, territory, district, or possession of the United States or any foreign country.
- J. To elect or appoint officers and agents and define their duties.
- K. To adopt, change, amend and repeal bylaws, not inconsistent with these Articles of Incorporation or with the laws of the State of Florida, for the administration and regulation of its affairs and the exercise of its powers.
- L. To have and exercise all powers necessary or convenient to effect its purposes.

Article VI **BOARD OF DIRECTORS**

A. Powers. The affairs of the Corporation shall be managed under the direction of the Board of Directors (also referred to as the “Board” or “Governing Board”). The Board shall have all the powers necessary or appropriate for the administration of the affairs of the Corporation.

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B. Number. The affairs of this Corporation shall be conducted by a Board of Directors, the number of which shall be determined from time to time in accordance with the Bylaws, but shall never be less than three (3) Directors.

C. Election; Removal; Resignation. The manner of election, removal and resignation of Directors shall be regulated by the Bylaws.

D. Names and Addresses of Board of Directors. The Directors shall be:

<u>Name</u>	<u>Title</u>	<u>Address</u>
Leslie McGehee	Vice Chair	25440 W Newberry Rd, Newberry, FL 32669
Leslie Hayes- Morrison	Treasurer	25440 W Newberry Rd, Newberry, FL 32669
Derek Danne	Chair	25440 W Newberry Rd, Newberry, FL 32669
Veronica Kadala	Secretary	25440 W Newberry Rd, Newberry, FL 32669
Charles (Chuck) Clemons	Board Member	25440 W Newberry Rd, Newberry, FL 32669

Article VII
REGISTERED OFFICE AND AGENT

The name and Florida address of the registered agent of the Corporation is The Arnold Law Firm, LLC with an address of 3840 Crown Point Road, Suite B, Jacksonville, Florida 32257.

Article VIII
MEMBERSHIP

The Corporation shall not have any members.

Article IX
DEDICATION OF ASSETS AND DISSOLUTION

The Corporation's assets are irrevocably dedicated to its public benefit purposes. Upon dissolution of this Corporation, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized exclusively for charitable purposes, pursuant to Section 501(c)(3) of the Internal Revenue Code, or the corresponding provision in any future tax code or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively, as said court shall determine, for such purposes or to such organization or organizations which are organized and operated exclusively for charitable purposes, pursuant to Section 501(c)(3) of the Internal Revenue Code, or the corresponding provision in any future tax code.

Article X

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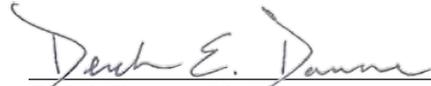
PROHIBITED ACTIVITIES

No part of the net earnings or distribution of the assets of the Corporation upon its dissolution shall inure to the benefit of, or be distributable to, its officers, members, trustees, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes of the Corporation set forth herein. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

**Article XI
AMENDMENT**

These Articles of Incorporation may be amended at any time by a vote of a majority of the Directors present at any regular or special meeting provided a quorum is present.

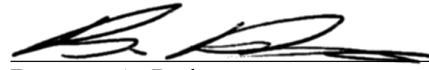
The foregoing Amended and Restated Articles of Incorporation were adopted by a majority of a quorum of the Board of Directors this 18th day of November 2024.



Derek Danne, Chair
Newberry Community School, Inc.

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated corporation, at the place designated in the above Amended and Restated Articles of Incorporation of Newberry Community School, Inc. I am familiar with and accept the appointment as registered agent and agree to act in this capacity.



Braxton A. Padgett
The Arnold Law Firm, LLC
Date: November 25, 2024

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501(c)(3) Letter

Not applicable; See discussion in Section 10.B.

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Bylaws

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BYLAWS OF NEWBERRY COMMUNITY SCHOOL, INC. A FLORIDA NOT FOR PROFIT CORPORATION

ARTICLE I.

General

Section 1. Name.

The name of the corporation is **Newberry Community School, Inc.** It is hereinafter referred to as the "Corporation."

Section 2. Address.

The Corporation's mailing address and principal place of business will be 25440 W Newberry Rd, Newberry FL 32669 or as otherwise established by the Board of Directors from time to time.

Section 3. Purposes.

The general purpose of this Corporation shall be to operate exclusively for charitable, educational, scientific, or literary purposes, and in furtherance of such goals is authorized to do any and all activities which it is empowered to do under these Articles provided, however, that nothing herein shall be construed as allowing any activities which would jeopardize the Corporation's tax-exempt status or otherwise be inconsistent with its classification as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended or replaced from time to time (the "Code") and its regulations as they now exist or may hereafter be amended, or as a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

The specific purpose for which the Corporation is formed is to establish, develop, maintain, improve, manage, and otherwise operate one or more public charter schools.

Section 4. Dedication of Assets and Dissolution.

The Corporation's assets are irrevocably dedicated to its public benefit purposes. Upon dissolution of this Corporation, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation, including disposition of assets pursuant to any applicable charter contract or law applying to charter schools, shall be distributed to a nonprofit fund, foundation, or corporation that is organized exclusively for charitable purposes, pursuant to

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Section 501(c)(3) of the Internal Revenue Code, or the corresponding provision in any future tax code or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively, as said court shall determine, for such purposes or to such organization or organizations which are organized and operated exclusively for charitable purposes, pursuant to Section 501(c)(3) of the Internal Revenue Code, or the corresponding provision in any future tax code.

Section 5. Non-discrimination.

The Corporation shall not discriminate on the basis of race, religion, national origin, gender, or age in either the hiring or other employment practices of the charter school or in its educational programs. The Corporation shall conduct all of its activities in accordance with all applicable local, state, and federal anti-discrimination laws, as well as in accordance with all other laws and regulations applicable to the operation of public charter schools in the State of Florida.

ARTICLE II. **Board of Directors**

Section 1. Powers.

Except as provided in the Articles of Incorporation, and as otherwise provided in these Bylaws, the direction and management of the affairs of the Corporation shall be vested in a Board of Directors (the "Board").

Section 2. Number and Composition.

The Board shall consist of a minimum of three (3) persons and a maximum of five (5) persons.

Section 3. Qualifications.

Any person may serve as a Board member for this Corporation who has reached the age of majority of the State of Florida. Board members may not be school employees. Board members do not need to reside in the County in which the Corporation's principal office is located. So long as the Corporation's contract(s) for operation of a public charter school(s) is in effect, all Board members must meet the requirements in said contract, the approved Charter Application(s) and provisions of Florida Statutes and regulations pertaining to governing boards of charter schools.

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Section 4. Election.

The names of the initial Board members are set forth in the Articles of Incorporation. All successor Board members shall be elected by the Board of Directors at an election held each year at the annual meeting. The positions of those Board members whose terms have or will expire shall be open for election. Nominations for candidates may be made by any current Board member or the Nominating Committee. Board members shall vote on the candidates nominated to join the Board or to be re-elected for an additional term. In the event of a tie vote for a position, a second ballot will be cast for that position only, with only the tied candidates participating on the ballot. Should a second tie vote occur, a result shall be obtained by flipping a coin with the person whose name is earliest in the alphabet calling a coin side first. Newly elected Board members shall assume office immediately upon adjournment of the meeting in which they are elected. However, a Board member is not eligible to vote on any matter until they have passed all required background clearances, participated in required onboarding, and are otherwise in compliance with those laws pertaining to charter school governing board members.

Section 5. Terms & Term Limits.

Board members shall be elected for four-year terms, or until their successors are elected and qualified, and there shall be no term limits. It is the intention of the Board that not all seats are up for election at the same time. In order to ensure that all Board seats do not come up for election in the same year, the initial terms for each seat shall be as set forth below. After the initial term, all seats will be elected for four-year terms. The seats will be staggered as follow:

- i. Seat One (initially Charles “Chuck Clemons”):
 - a. Initial Term Expires: May/June 2026
- ii. Seat Two (initially Leslie Hayes-Morrison):
 - a. Initial Term Expires: May/June 2027
- iii. Seat Three (initially Derek Danne):
 - a. Initial Term Expires: May/June 2027
- iv. Seat Four (initially Veronica Kadala):
 - a. Initial Term Expires: May/June 2028
- v. Seat Five (initially Leslie McGehee):
 - a. Initial Term Expires: May/June 2028

Section 6. Resignation and Removal.

A Board member may resign by submitting his or her resignation in writing to the Chair of the Board. A Board member may also be removed for cause at a meeting of Board members by an affirmative vote of a majority of the Board members then in office, or may

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be removed without cause by a two-thirds vote of the Board members then in office. Board members being considered for removal shall receive at least five (5) business days notice of such proposed action and shall have the opportunity to address the Board regarding such action prior to any vote on such removal. Cause for removal from the Board may include, but is not limited to the following: (a) violation of law or conduct resulting in a breach of the charter school(s) charter contract(s); (b) breach of fiduciary duty to the Corporation; (c) failure to attend three or more Board meetings in any twelve (12) month period; (d) conviction of a felony or a crime involving moral turpitude; (e) engaging in conduct that does not align with the mission and vision of the Corporation or the charter school(s); or (f) such other good cause shown.

Section 7. Annual Meeting.

An annual meeting of the Board for the election of Board members and such other business as may come before the Board shall be held in May or June of each year, or in such other month as the Board may designate. Prior written notice shall be given not less than 10 days of the time, place, and purposes of the meeting. The meeting shall be held at the principal location of the Corporation or such other place as shall be specified in the meeting notice.

Section 8. Regular Meetings.

Regular meetings of the Board shall be held at least quarterly. For purposes of this Section, the annual meeting shall be considered a regular meeting. Timely notice of all such regular meetings shall be provided. A minimum of two meetings of the Corporation shall be held each year in the county in which the charter school is located and notices will be posted and provided as set forth in said charter contract and Florida law.

Section 9. Special & Emergency Meetings.

Special meetings of the Board for any purpose or purposes may be called at any time by the Chair or by a petition signed by two or more members of the Board. Such meetings shall be held upon not less than two business days' notice given personally or by telephone, facsimile, or electronic. Such notice shall specify the time and place of the meeting and will also be posted and provided as set forth in said charter contract and Florida law. Emergency meetings may be held upon reasonable notice as required by law.

Section 10. Quorum & Voting.

A majority of the full number of Board members shall constitute a quorum of the Board for the transaction of business. Quorum may be established by in-person attendance or attendance through communications media technology in accordance with the

EXHIBIT B

requirements of Section 1002.33(9), Florida Statutes. When a quorum is present, a majority of the Board members present may take any action on behalf of the Board, except to the extent that a larger number is required by law, by a charter contract, or by these Bylaws. Every act of a majority of the Board members present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board. Each Board member is entitled to (1) vote on any matter, except where the Board member is prohibited by law or these Bylaws from voting on a particular matter.

Section 11. Vacancies.

If a vacancy should occur on the Board, a new member of the Board shall be elected by a majority of a quorum of the remaining members. A person may be elected to fill the vacancy using the procedures set forth in Article II, Section 4 above. The new member shall be elected to serve for the remainder of the vacating director's term. The Chair of the Board may declare a seat vacant if any Board member resigns, is removed, misses three or more meetings in any 12-month period without being properly excused, or upon the death or incapacity of a Board member. In the case of any declared vacancy, the Chair may call a meeting to order and declare a special quorum composed of at least a majority of the remaining Board members, even if this would be insufficient to establish a quorum for other purposes. A meeting called to order based on the existence of a special quorum may only conduct such business necessary to fill a vacancy on the Board and may not transact any other business unless a regular quorum is later established.

Section 12. Compensation.

Board members receive no payment for their services. With Board approval, Board members may be reimbursed for out-of-pocket expenses incurred on approved board business. Board members must present receipts for all such expenses, which shall be for the Board member only, and shall be itemized and documented. Such expenses must be approved by a motion of the Board prior to reimbursement of any such expenditure. The Board may set a schedule of allowable charges for meals, lodging, and mileage expended on Board business. Reimbursements shall not exceed these limitations.

Section 13. Meeting Attendance.

Board members are expected to attend all Board meetings. It shall be the duty of the Secretary of the Board to communicate with any Board member after such Board member's three unexcused, consecutive absences to ascertain the Board member's interest in retaining Board membership. Failure to provide an adequate response may qualify as sufficient cause for removal from the Board.

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Section 14. Open Meetings.

So long as the Corporation's charter contract(s) remains in effect, to the extent required by such laws, rules and regulations as govern the operation of such public charter school, all meetings of the Board will be open and accessible to the public, noticed and conducted in accordance with the Florida Sunshine Act (Section 286.011, Florida Statutes). Meetings of the Board shall not be closed to the public except as specifically permitted by the Florida Sunshine Act and with prior consultation with legal counsel. The Corporation will establish a policy governing public comment and input in accordance with Florida law.

Section 15. Parent Representative and Principal Attendance.

So long as the Corporation's charter contract(s) remains in effect, the Board must appoint a parent representative to facilitate parental involvement and resolve disputes. The parent representative must reside in the county in which the charter school is located and may be a member of the Board, charter school employee, or individual contracted to represent the Board. If the Board oversees more than one (1) school in the school district, then a separate parent representative must be appointed for each school. After the effective date of the Corporation's charter contract(s), the parent representative and principal (or his or her designee(s)) for each school must attend meetings of the Corporation in person.

ARTICLE III. **Committees**

Section 1. Establishment; Membership; Terms.

The Board may establish and appoint members to such standing committees and/or ad hoc committees as it thinks necessary for the effective governing of the Corporation. The permitted activities and scope of each such committee shall be established by the Board at the inception of each such committee and may be amended by the Board from time to time. Committees may be made up of Board members and non-Board members. Committee member terms shall be established upon appointment and shall be one (1) year or less. Committee terms may be renewed. The Board shall appoint a chair for each committee unless otherwise provided in these Bylaws.

Section 2. Finance Committee.

The Board shall appoint a Finance Committee which will be chaired by the Treasurer. The Finance Committee will be considered a standing committee. It will review an annual budget for consideration and approval by the Board, monitor the financials of the Corporation, and perform such other duties as identified by the Board. The Finance

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Committee will also serve as the auditor selection committee in accordance with Section 218.391, Florida Statutes, and will follow the procedures and requirements in law relating to the recommendation and selection of an auditor to conduct the independent financial audits required by Section 1002.33, Florida Statutes.

Section 3. Nominating Committee.

The Board of Directors shall appoint a Nominating Committee to interview, research, and recommend candidates to fill any vacancies on the Board of Directors. The Nominating Committee will be considered a standing committee.

Section 4. Open Meetings.

So long as the Corporation's contract for operation of a public charter school remains in effect, any standing or ad hoc committees subject to the Florida Sunshine Act (Section 286.011, Florida Statutes) will be noticed and conducted in accordance with such Act.

Section 5. Compensation.

Committee members shall not receive any compensation for their services.

Section 6. Meetings.

Committee meetings may be called by the chair of the committee or at the written request of one-third (1/3) of the committee members made to the chair. Committee meetings shall be held at the principal place of business of the Corporation or at an appropriate site designated by the committee chair. Written, printed, or oral notice stating the place and time of committee meetings must be given to each committee member not less than seven (7) days prior to said meeting, except in the case of emergencies, in which case reasonable notice should be provided.

Section 7. Quorum.

A majority of the total number of committee members shall constitute a quorum for the transaction of committee business.

Section 8. Voting.

Each committee member who is present at any committee meeting shall be entitled to one (1) vote on each matter submitted to a vote of committee members. An affirmative vote of a majority of the committee members present at any meeting for which a quorum is

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established shall be considered an act of the committee.

ARTICLE IV.

Officers

Section 1. Titles.

The officers of the Corporation are a Chair, a Vice Chair, a Secretary, and a Treasurer. The Board may create such other officer positions as it thinks necessary. Each officer position shall have its duties and responsibilities specified and included in these Bylaws.

Section 2. Election.

The officers shall be elected from among the Board at each annual meeting of the Board by a majority vote of a quorum of the Board members. A Board member may be elected to more than one (1) officer position.

Section 3. Terms.

Officers shall serve for a term of one (1) year or until their successors are elected and qualified. Officer positions are not subject to term limits. Officers may serve for as long as the Board chooses to reelect him/her, so long as they continue to qualify to remain a member of the Board.

Section 4. Duties.

Officers shall have the duties and responsibilities belonging to their office, including those that follow.

(a) The Chair shall be the chief officer of the Board, responsible, along with his/her fellow Board members, for the oversight of its business and affairs. He/she shall preside at all meetings of the Board. The Chair shall have full and equal vote as accorded to all Board members. The Chair may enter into and execute in the name of the Corporation contracts or other instruments that are authorized by the Board. The Chair may delegate, as needed, to any other officer any or all of the duties of the office of Chair. He/she shall have such other powers and duties as may be prescribed by the Board or by these Bylaws.

(b) The Vice Chair shall have such duties and responsibilities as may be delegated to him/her by the Chair. In the absence of the Chair, the Vice Chair shall perform all the duties of the Chair and, when so acting, shall have all the responsibilities of and be subject to all the restrictions as fall upon the Chair, including presiding at meetings of the

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Board. He/she shall have such other powers and duties as may be prescribed by the Board or by these Bylaws.

(c) The Secretary shall cause notices of all meetings to be served to all members of the Board and shall keep or cause to be kept the minutes of all meetings of the Board, including the time and place, the names of those present, the actions taken, and the votes on such actions. The Secretary shall present the minutes of the previous meeting at the subsequent meeting to be voted on by the Board and duly noted in the minutes of the instant meeting. The Secretary shall keep the Seal of the Corporation. He/she shall have such other powers and duties as may be prescribed by the Board or by these Bylaws.

(d) The Treasurer shall be the chief financial officer of the Corporation and shall have oversight of the financial records, investments, and other evidences of the Corporation's properties and assets. The Treasurer shall ensure that the Corporation keeps regular books of account for the Corporation that set out business transactions of the Corporation, such books to be at all times open to inspection at their place of keeping to any Board member or as otherwise required by law or charter contract. The Treasurer shall be the chair of the Financial Committee, which shall review an annual budget, in conjunction with the chief executive of the Corporation, for the consideration and approval by the Board.

Section 5. Resignation and Removal.

An officer may resign by submitting his or her resignation in writing to the Chair of the Board. An officer may also be removed for cause at a meeting of Board members by an affirmative vote of a majority of the Board members then in office, or may be removed without cause by a two-thirds vote of the Board members then in office. Any officer being considered for removal shall receive at least five (5) business days notice of such proposed action and shall have the opportunity to address the Board regarding such action prior to any vote on such removal. Cause for removal as an officer may include, but is not limited to the following: (a) violation of law or conduct resulting in a breach of the charter school(s) charter contract(s); (b) breach of fiduciary duty to the Corporation; (c) failure to attend three or more Board meetings in any twelve (12) month period; (d) conviction of a felony or a crime involving moral turpitude; (e) engaging in conduct that does not align with the mission and vision of the Corporation or the charter school(s); or (f) such other good cause shown.

Section 6. Compensation.

Board members who serve as officers shall not receive any compensation for their services.

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ARTICLE V. **Executives**

The Board shall hire and appoint one or more executive employees to oversee the day-to-day operations of the Corporation and carry out the mission of the Corporation, as set by the Board and in accordance with all policies duly adopted by the Board. No member of the Board or his/her spouse may serve as an executive of the Corporation, or otherwise be an employee of the Corporation.

ARTICLE VI. **Fiscal Year, Check Signing, Contracting, and Other Matters**

Section 1. Fiscal Year.

The fiscal year of the Corporation shall be July 1st to June 30th.

Section 2. Check Signing.

The Chair and Treasurer are authorized to sign checks for the Corporation. The Corporation may authorize other persons to sign checks by written resolution adopted by a majority of a quorum of the Board. The Board shall establish a policy setting the amount above which checks must have two signatures.

Section 3. Deposits.

Funds of the Corporation shall be deposited into such accounts as are approved by the Board to receive such deposits.

Section 4. Books and Records.

The Corporation shall keep correct and complete books and records of account and shall also keep records of the actions of the Corporation, which records shall be open to inspection by members of the Board at any reasonable time.

Section 5. Contracting.

The Board may authorize any Board member or officer of the Corporation, including the Executive Director, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 6. Insurance.

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The Board shall provide for the liability and other forms of insurance considered to be necessary and prudent as protection against possible claims.

Section 7. Audits.

The accounts of the Corporation shall be audited by an independent auditor, who meets the requirements set forth in Florida law for auditors of charter schools and who has expertise in accounting of tax-exempt organizations generally. The auditor shall be selected in accordance with the procedures required by law. The audit shall be done in compliance with Florida Statutes governing charter schools and with all applicable state and federal laws controlling non-profit tax exempt corporations. Copies of the audit shall be provided to agencies in accordance with legal requirements.

ARTICLE VII. **Indemnification**

The Corporation shall indemnify and advance expenses on behalf of its Board members and officers to the fullest extent permitted under Section 617.0831, Florida Statutes, as amended, or any successor thereto. Said indemnification shall extend to any and all liabilities of the Board members and officers arising from their relationships with the Corporation in any and all capabilities. By resolution duly adopted, the Board may authorize the Corporation to (i) indemnify any or all of its employees and agents who are not Board members to any extent that the Board may determine, up to and including the fullest extent permitted under Section 617.0831, Florida Statutes, as amended, or any successor thereto, and/or (ii) provide insurance coverage to any or all of its directors, officers, employees and agents against any or all risks or liabilities that such persons may incur by virtue of their relationship with the Corporation. A Board member or officer shall not be personally liable to the Corporation for damages for breach of any duty owed to the Corporation, its beneficiaries, or its Board, except that nothing contained herein shall relieve a Board member or officer from liability for breach of a duty based on an act of omission: (a) in breach of such person's duty of loyalty to the Corporation; (b) not in good faith or involving a knowing violation of law; or (c) resulting in receipt of an improper personal benefit.

ARTICLE VIII. **Amendments to Bylaws**

The Board shall have the power to make, amend, or repeal the Bylaws of the Corporation, either in whole or in part. The Bylaws may be amended at any regular meeting of the Board or any special meeting called for that purpose. Written notice stating the time and location of the regular meeting or special meeting must be given to all Board

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members not less than ten (10) days prior to the meeting at which such change(s) shall be proposed and voted upon. Any change shall require the approval by a two-thirds (2/3rds) vote of the full membership of the board.

These Bylaws were adopted by at least a 2/3 majority of the Board of Directors at its meeting held on October 28, 2024.


Derek Danne, Board Chair

Attachment K

Code of Ethics and Conflict of Interest Policy

CONFLICT OF INTEREST, ANTI-NEPOTISM, AND ETHICS POLICY

**Article 1
Purpose**

The following Conflict of Interest, Anti-Nepotism, and Ethics Policy of Newberry Community School, Inc. (the “School”) is intended to supersede and replace all prior conflict of interest policies of the School. The purpose of this Policy is to protect this tax-exempt organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Governing Board member of the School or might result in a possible excess benefit transaction. This Policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit organizations and charter schools. It is also intended to serve as a guide for the School’s Governing Board with respect to conflicts of interest and voting pursuant to Florida laws pertaining to charter school governing boards.

**Article 2
Definitions**

- 2.1 **Interested Person.** An “Interested Person” is any person serving as a member of the Governing Board of this School who, as of the date of discussion or action by the Board, either: (i) has a direct or indirect Financial Interest, as defined in Section 2.2 below; (ii) intends, or understands it to be more probable than not, that he or she will acquire such a direct or indirect Financial Interest at any time during the pendency of the proposed transaction or arrangement; (iii) has an Other Interest that qualifies as a Conflict of Interest, as defined in Section 2.6 below.
- 2.2 **Financial Interest.** A “Financial Interest” is an interest, whether through business, investment, or Relative, which can be described as one or more of the following:
- 2.2.1 An ownership or investment interest in any entity with which the School has a transaction or arrangement; or
 - 2.2.2 A Compensation Arrangement with the School or with any entity or individual with which the School has a transaction or arrangement; or
 - 2.2.3 A potential ownership or investment interest in, or Compensation Arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.

A Financial Interest need not be held as of the date of discussion or action by the Board; rather, it is sufficient, for purposes of this Policy, if, as of the date of discussion or action by the Board, the Interested Person intends, or understands it to be more probable than not, that he or she will acquire a Financial Interest at any time during the pendency of the proposed transaction or arrangement that is the subject of discussion or action by the Board.

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- 2.3 **Other Interest.** An “Other Interest,” for purposes of this Policy, is any circumstance in which an Interested Person may be influenced, or may appear to be influenced, either in whole or in part by any purpose or motive other than the success and well-being of the School as a whole and the achievement of its tax-exempt purposes. An example of such an “Other Interest” would include, without limitation of the foregoing, if an Interested Person is a parent or grandparent of a student impacted by a decision by the Board, and the Interested Person does not believe that he/she could vote or participate in a discussion by the Board giving precedence of the well-being of the School as a whole over his/her personal interests or the interests of his/her child or grandchild. An “Other Interest” may also be an interest set forth in Article 6, below, that does not otherwise constitute a Financial Interest.
- 2.4 **Relative.** For purposes of this Policy (except for Article 7, which includes a separate definition), unless otherwise provided herein, and pursuant to Section 112.3143, Florida Statutes, “Relative” means any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.
- 2.5 **Compensation Arrangement.** A “Compensation Arrangement” is any agreement or understanding pursuant to which a person may or shall receive either directly or indirectly, money or property from another person or organization, irrespective of whether such money or property is paid in consideration for the performance of services or the provision of other value.
- 2.6 **Conflict of Interest.** With respect to a matter for discussion or action by the Board, any circumstance under which an Interested Person, by virtue of a Financial Interest or Other Interest, may be influenced, or may appear to be influenced, either in whole or in part by any purpose or motive other than the success and well-being of the School and the achievement of its tax-exempt purposes. This shall include any conflict of interest identified under Sections 112.313(2), (3), (7), and (12) and Section 112.3143, Florida Statutes, and any other relevant conflict of interest laws pertaining to charter school governing board members.

Article 3

Disclosure of Financial or Other Interest and Determination of Conflict

- 3.1 **Disclosure of Financial or Other Interest.** If, at any time, an Interested Person becomes aware that the Board may or shall discuss or act upon any transaction or arrangement which may have any bearing of any kind upon, or may relate in any manner to, a Financial or Other Interest of the Interested Person, such Interested Person shall disclose such Financial or Other Interest to the Board and the Board’s legal counsel as follows:
- 3.1.1 The Interested Person shall provide to the Board and the Board’s legal counsel, in advance of such discussion or action by the Board, written (electronic or hard copy) disclosure of the existence, nature and extent of the Interested Person’s Financial or Other Interest, and

EXHIBIT B

- 3.1.2 The Interested Person shall verbally inform the Board and the Board's legal counsel (if legal counsel is present) of the existence, nature and extent of the Interested Person's Financial or Other Interest during the Board meeting in advance of such discussion or action by the Board.

Any and all written or verbal disclosures of Financial or Other Interests shall be made a formal part of the minutes of the Board. In the event that an Interested Person provides written disclosure of such Interested Person's Financial or Other Interest, no member of the Board may respond to such disclosure, either in writing or orally, except in a meeting that meets the requirements of Florida's Sunshine Law.

- 3.2 **Recusal by Interested Person, if Legally Permissible.** In connection with an Interested Person's disclosure of a Financial or Other Interest pursuant to Section 3.1, the Interested Person may voluntarily recuse himself or herself from discussion and action by the Board, at such time and in such form as is used by the Interested Person to disclose such Financial or Other Interest pursuant to Section 3.1, above. Such recusal would only be permissible if recusal is a permissible action pursuant to Florida law with respect to the particular Financial or Other Interest of the Interested Person.
- 3.3 **Determination of Conflict of Interest.** Where an Interested Person has provided advance written disclosure of a Financial or Other Interest but has not voluntarily recused himself or herself from discussion of or action upon the proposed transaction or arrangement, the Board shall, prior to commencing its discussion or taking action, determine whether the Financial or Other Interest creates a Conflict of Interest, as defined above and as prohibited by law. The Interested Person shall not participate in any discussions or vote related to this determination except to the extent necessary to fully explain the Financial or Other Interest and the manner in which the proposed transaction or arrangement to be discussed or acted upon by the Board may or will bear upon or relate to the Financial or Other Interest.
- 3.4 **Exceptions.** Pursuant to Section 112.313(12), Florida Statutes, the Board may consider the following exceptions as constituting a *de minimus* conflict of interest. A *de minimus* conflict of interest may be waived by a vote of the Governing Board, if one or more of the criteria below is met.
- 3.4.1 The transaction or arrangement is awarded under a system of sealed, competitive bidding to the lowest or best bidder and: (a) The Board member or the Board member's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder; (b) The Board member or the Board member's spouse or child has in no way used or attempted to use the Board member's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and (c) The Board member, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, disclosing the Board member's interest, or the interest of the Board member's spouse or child, and the nature of the intended transaction or arrangement.

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- 3.4.2 The purchase or sale is for legal advertising in a newspaper, for any utilities service, or for passage on a common carrier.
- 3.4.3 An emergency purchase or contract must be made in order to protect the health, safety, or welfare of the school community and other sources for the purchase or contract are not readily available.
- 3.4.4 The business entity involved is the only source of supply and there is full disclosure by the Board member of his or her interest in the business entity to the Governing Board prior to the purchase, rental, sale, leasing, or other business being transacted.
- 3.4.5 The total amount of the transactions in the aggregate between the business entity and the School does not exceed \$500 per calendar year.
- 3.4.6 The fact that a Board member is a stockholder, officer, or director of a bank will not bar a bank from qualifying as a depository of funds, provided it appears in the records of the School that the Governing Board has determined that such Board member has not favored such bank over other qualified banks.
- 3.4.7 The Board member purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with the School.

Article 4 Procedures Upon Determination of Conflict of Interest

- 4.1 **Exclusion from Discussion and Vote.** In circumstances where the Board has determined that a Conflict of Interest exists, the Interested Person shall not participate in any discussion or vote regarding the transaction or arrangement at issue. While all meetings of the Board are open public meetings, the Interested person may choose not to be present in the meeting room for the discussion or vote relating to the transaction or arrangement.
- 4.2 **Removal from Board.** Under some circumstances, Florida law does not allow a governing board member to be excluded from a vote in order to cure a Conflict of Interest. In such a Conflict of Interest exists, the Interested Person will be required to resign or will be removed from the Board.
- 4.3 **Action by Board.** With respect to any transaction or arrangement with regard to which the Board has determined that a Conflict of Interest exists, the Board shall discuss such transaction or arrangement as appropriate, but shall not formally approve such transaction or arrangement unless and until the non-interested members of the Board have decided, by majority vote, that the transaction or arrangement is in the best interests of, and for the benefit of, the School, and is fair and reasonable thereto in all respects. In complying with this Section 4.3, the Board shall recognize that, under certain circumstances, a decision made pursuant to this Section may necessitate an investigation of alternatives to the proposed transaction or arrangement, and/or a determination as to whether a more advantageous transaction or arrangement might be obtained with reasonable efforts under the circumstances.

EXHIBIT B

Article 5 Documentation of Disclosure and Procedures

Minutes of meetings of the Board shall include copies of all written disclosures of Financial and Other Interests and shall describe all verbal disclosures thereof. Such minutes shall further reflect the determination of the Board as to whether a Conflict of Interest exists, and the objection of the Interested Person, if any, to such determination. Where a Conflict of Interest has been determined to exist, the minutes should reflect the Board's compliance with the procedures described in Sections 4.1 and 4.2, above. With respect to any transaction or arrangement with regard to which a Conflict of Interest has been determined to exist, meeting minutes shall describe the substance of the discussions relating to the transaction or arrangement, and who was present for such discussions. In addition, minutes should identify the members who were present for any and all votes upon such transaction or arrangement, along with a record of the final vote.

Article 6 Persons Who May Not Serve on the Governing Board

Pursuant to Section 1002.33(26)(c), Florida Statutes, an employee of the charter school, or his or her spouse, or an employee of a charter management organization, or his or her spouse, shall not be a member of the Governing Board.

Article 7 Restriction on Employment of Relatives

- 7.1 For purposes of this Article 7, "Charter school personnel" means a charter school owner, president, Board officer, Board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision making authority and in whom is vested the authority, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.
- 7.2 For purposes of this Article 7, "Relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.
- 7.3 Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. 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

EXHIBIT B

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.

- 7.4 The approval of budgets does not constitute “jurisdiction or control” for the purposes of this subsection.
- 7.5 In the event that relatives are employed by or assigned to work at the School, documentation shall be maintained in each employees’ files to verify that no relative advocated for the employment or advancement of such employee. In addition, such documentation shall include the non-related individual(s) responsible for direct supervision, evaluation and other employment decisions regarding the employees.

Article 8 Initial and Annual Written Assent

Each member of the Board shall, upon initial appointment and annually thereafter, sign a statement, in substantially the same form as attached as Exhibit A to this Policy.

Article 9 Code of Ethics

All Board members will be expected to abide by the Principles of Professional Conduct in the Education Profession.

EXHIBIT B

EXHIBIT A
ANNUAL AFFIRMATION BY GOVERNING BOARD MEMBERS

This written affirmation is provided in accordance with the Conflict of Interest, Anti-Nepotism, and Ethics Policy (“Policy”) of Newberry Community School, Inc, (the “School”). Each member of the Governing Board must complete this affirmation upon appointment to the Governing Board and at least annually thereafter.

In accordance with the Policy, by my signature below, I hereby affirm the following:

1. I have received a copy of the Policy.
2. I have read and understand the Policy.
3. I agree to comply with the Policy, and I am currently in compliance.
4. I understand the School is charitable, and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
5. I am not aware of any actual or potential conflict of interest involving myself, except as follows (explain below or write “Not Applicable”):

6. No relative of mine is employed at the School, except for the person(s) identified below (explain below or write “Not Applicable”)

Signature

Printed Name: _____

Title: _____

Date: _____

Attachment L

Board Member Information Sheets, Resumes, Statements of Assurances

Chairman Derek Danne



Derek grew up in Huntsville, Alabama and holds a BS in Accounting from Auburn University and Juris Doctorate from Faulkner University Thomas Goode Jones School of Law. He currently works at the University of Florida in research administration as a Compliance Analyst. Derek and his family moved to Newberry in 2016. Derek and his family are members of the Glen Springs Church of Christ. Derek serves as Treasurer of the Newberry Elementary PTO, and enjoys volunteering as a youth soccer coach for Easton Newberry Sports Complex.

Leslie McGehee



Leslie McGehee, a University of Florida graduate with 21 years of teaching experience, has worked across three school districts, spending the last 15 years with Florida Virtual School. In her role as a lab teacher, she collaborates closely with school administrators, counselors, teachers, and parents across Florida to ensure student success. As a dedicated board member for Newberry Community School, Leslie focuses on fostering a collaborative environment, setting clear goals, supporting teacher development, and promoting data-driven improvement. A lifelong Newberry resident, she is deeply involved in the community, having attended Newberry Elementary and Newberry Junior Senior High.

Leslie and her husband are raising two daughters as fifth-generation Newberrians, and she actively supports local schools, volunteers, and engages in community events

Leslie Hayes-Morrison



Leslie Hayes-Morrison is a Newberry High School graduate, and proud resident of Newberry for over 20 years. While attending Newberry High School, Leslie completed the Criminal Justice magnet program, initiating a long-standing interest in school safety and security. Leslie has a school-age child who is a student in the district, providing first hand insight into the needs and challenges faced by students and families.

As a graduate of Santa Fe College, Leslie has built a successful career as a Human Resources professional. This background would bring valuable expertise in organizational management, personnel development, and strategic planning to the board. Leslie's professional experience is complemented by a strong dedication to fostering a safe and supportive school environment, ensuring that every student can thrive academically and personally.

Leslie is passionate about creating a secure and nurturing learning environment. With a blend of professional HR skills and a deep-seated commitment to school safety, Leslie strives to support the school's mission and vision, ensuring that all students receive the quality education they deserve in a safe and enriching atmosphere.

Veronica Kadala - Teacher Appointed Board Member



Veronica Kadala, holds a B.A. and M.Ed. in Speech Pathology from the University of Florida, along with a Florida Teaching Certificate, a Speech Pathology license, and ASHA's Certificate of Clinical Competence. With over 20 years of experience in Alachua County schools, she has served at Wiles Elementary, Sidney Lanier, Gainesville High School, Newberry High School, and Newberry Elementary, working with students facing diverse speech and language challenges, including developmental delays and autism. Veronica played a pivotal role in Newberry Elementary's transition to an inclusive model, making it one of only six schools nationally recognized for inclusive practices—a milestone that deepened her commitment to collaboration and student-centered education.

Chuck Clemons



An experienced higher education leader with over 40 years of proven success in financial leadership, public-private partnerships, and resource development. A strategic visionary with a passion for student success, committed to improving access to education for diverse populations.

EXHIBIT B

IV. Board Member Information Form

This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter. The purposes of this questionnaire are: to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Each board member should complete this form individually, print and sign. Along with the completed, signed form, each board member should provide a resume, and a signed copy of the Statement of Assurances.

Where narrative responses are required, brief responses are sufficient. You may delete these instructions.

Background and Contact Information

- 1. Name of charter school on whose Board of Directors you intend to serve: Newberry Community School
2. Full name: Derek Egan Danne
Home Address: F.S. 119.071
Business Name and Address: 25440 W. Newberry Road, Newberry, FL 32669
Phone Number:
E-mail address:

- Resume and professional bio are attached here.
Resume and professional bio are attached elsewhere in the application (specify).

- 3. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation. If yes, explain.
[X] Yes [] No
Current Treasurer of Newberry Elementary School PTO, Inc.

- 4. Indicate whether you currently or have previously served as the leader or on the leadership team of ANY school, regardless of type (charter/traditional/private, etc.). If you served at a charter school, include performance data on form IEPC-MI1. If you served in a position of leadership at a non-charter school, provide any relevant data related to academic performance of the school(s).
[] Yes [X] No

- 5. Why do you wish to serve on the board of the proposed charter school?
I strongly believe and support the proposed mission and vision statements and the ability of this community to successfully implement these ideas.

- 6. What is your understanding of the appropriate role of a public charter school board member?
As a board member, I will have a duty to ensure that the charter school operates effectively, remains compliant with legal requirements, and fulfils its educational mission.

EXHIBIT B

-
7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

My experiences of practicing law in Alabama and serving as the Treasurer of the PTO have helped prepare me to serve on the Board.

-
8. Describe the specific knowledge and experience that you would bring to the board.

I have governance, financial and fundraising experience from my role as Treasurer on the PTO. My employment experiences have also provided me opportunities to be involved in leadership, strategic planning, and project management.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?

Our mission is to educate and prepare students for success in an environment that reflects our community values.

-
2. What is your understanding of the school's proposed educational program?

The proposed educational program follows a STEAM model which encompasses Science, Technology, English, Arts, and Mathematics.

-
3. What do you believe to be the characteristics of a successful school?

A successful school has dedicated staff that feels supported, an educational environment that promotes success and community engagement,.

-
4. As a board member, how will you monitor progress toward annual academic and financial/operational goals and objectives?

Through regular reporting from school administrators and partners (e.g. City of Newberry) as well as listening to community feedback.

-
5. What do you see as your role regarding the school leaders?

I would serve as an advocate and partner to ensure their success while also holding them accountable to the overall mission and vision of the school.

Governance

1. Describe the role that the board will play in the school's operation.

The Board will oversee policy development, grievance management, selection of curriculum, community engagement and fundraising.

-
2. How will you know if the school is successful at the end of the first year of operation?

Positive academic performance by students and a high retention rate of administration and faculty.

-
3. How will you know at the end of four years of the school is successful?

Increased academic performance of the school as a whole, continued stability of faculty and administration, and increased levels of community engagement.

-
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

Steps would include ensuring faculty and staff are well trained and supported, plan for long term sustainability to prepare for growth and expansion, and establish a culture of continuous improvement where feedback is regularly sought and used to make positive changes.

-
5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

I would follow the ethics and conflicts policies, as adopted by the board, to handle these issues should they arise.

-
6. If your school intends to contract with a third-party ESP:

a. Summarize your involvement in the selection process;

b. Explain your understanding of the legal relationship between yourself as a board member and the ESP;
and

c. Indicate whether you have been involved in the review/negotiation of the management agreement.

Disclosure

1. Indicate whether you or your spouse is an employee of a charter management organization.

No Yes

If yes, please indicate when you (or your spouse) will end the relationship that poses this prohibited conflict.

EXHIBIT B

Attestation

By signing this form, I hereby attest that I have read and understand the following provisions of Florida law relating to standards of conduct and financial disclosure and the restriction on the employment of relatives.

Standards of Conduct and Financial Disclosure (Section 1002.33(26), Florida Statutes)

- (a) *A member of a governing board of a charter school, including a charter school operated by a private entity, is subject to ss. [112.313](#)(2), (3), (7), and (12) and [112.3143](#)(3).*
- (b) *A member of a governing board of a charter school operated by a municipality or other public entity is subject to s. [112.3145](#), which relates to the disclosure of financial interests.*
- (c) *An employee of the charter school, or his or her spouse, or an employee of a charter management organization, or his or her spouse, may not be a member of the governing board of the charter school.*

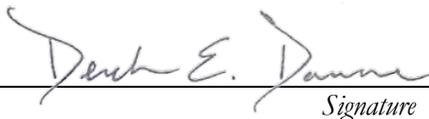
Restriction on Employment of Relatives (Section 1002.33(24), Florida Statutes)

- (a) *This subsection applies to charter school personnel in a charter school operated by a private entity. As used in this subsection, the term:*
 - 1. *“Charter school personnel” means a charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decisionmaking authority and in whom is vested the authority, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.*
 - 2. *“Relative” means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.*
- (b) *Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. 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.*
- (c) *The approval of budgets does not constitute “jurisdiction or control” for the purposes of this subsection.*

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and that my service on the charter school governing board does not pose a prohibited conflict of interest. I certify that if the proposed charter school is approved, I hereby agree to notify the chair of the board at the charter school at which I will serve of any change that may create a conflict of interest, and if the change results in a prohibited conflict of interest I will resign from the Board. I have attached all required documents.

Name: Derek E. Danne


Signature

10/22/2024
Date

Derek E. Danne

Work Experience

University of Florida

Gainesville, FL

*Compliance Analyst II**June 2023 – Current*

Perform closeout compliance for University of Florida research contracts and grants awarded by Federal, State, local, and private sponsors. This requires understanding of sponsor requirements and ensuring closeout processes are completed in accordance with contract and grant guidelines. Responsibilities include facilitating proper closeout of contracts and grants awarded to UF, creating processes and tools to mitigate risks of non-compliance, preparation of monthly closeout communications for dissemination to research staff, department and/or college research administrators, and faculty, conducting analysis and making recommendations to improve overall effectiveness and efficiency of operations, and provide closeout training for grant accountants.

Tower Hill Insurance Group, LLC

Gainesville, FL

*Quality Review Analyst**Oct. 2020 – May 2022*

I performed user acceptance testing for all systems and processes utilized by the Underwriting Department. This required independent work as well as collaborative work across departments including but not limited to accounting, claims and actuarial. I completed analysis, made recommendations and provided training for the underwriting department.

*High Value/Specialty Lines Underwriter**Mar. 2016 – Oct 2020*

I helped launch a brand-new product targeted at high-net-worth customers on behalf of the company. I assisted with the organization and implementation of a brand-new division within the underwriting department which required knowledge of the company's principals, practices and procedures.

*Underwriter**Dec. 2013 – March 2016*

I performed underwriting for multiple programs and product offerings for residential property coverage. This includes evaluating and assessing new business applications, endorsement requests, and renewal applications to ensure that all file documentation and risks comply with statutory requirements and underwriting guidelines. As part of my evaluation and assessment I communicated with agents regarding decisions and recommendations made by myself and the underwriting team. My work required that I maintain the requisite level of knowledge to assist agents and underwrite business efficiently and effectively. In addition to personal duties, I also collaborated with peers to improve internal processes, increase productivity, and assist with underwriting recommendations.

Wake Law Firm, LLC

Huntsville, AL

*Associate Attorney**April 2012 – Oct. 2013**Law Clerk**Aug. 2011 – April 2012*

As an attorney at law in private practice and member of the Alabama State Bar, I drafted pleadings, motions, briefs, and memoranda, discovery demands, and responses in all areas of general civil and criminal state and local legal matters. I interviewed clients and witnesses, communicated with prosecuting attorneys, judges and administrative court officials. I argued motions and made appearances in state and local court representing clients. My work required a strong background in legal research, resolving conflicts, ability to formulate logical arguments, knowledge of legal procedures, and policy interpretation.

With my accounting background, I provided the firm's management with the design, implementation and upgrades to the financial accounting system. Through collaboration with others, I determined effective, efficient and productive internal controls over finance and accounting processes to ensure procedures were in place and working to manage the firm's assets. I researched office products and made policy interpretations to provide recommendations for successful office business operations.

EXHIBIT B

Education	Thomas Goode Jones School of Law Juris Doctorate Class Rank: 38/102 Honors: Best Paper, Federal Income Tax, Fall 2010	Montgomery, AL <i>Graduated May 2011</i>
	Auburn University Bachelor of Science in Accounting GPA: 3.06 Honors: Dean's List Fall 2007	Auburn, AL <i>Graduated December 2007</i>
Professional Licenses	Admitted to Alabama State Bar, April 2012 (<i>member in good standing not actively engaged in the practice of law</i>)	
Volunteer Activities	Treasurer of Newberry Elementary School PTO Inc. Youth Soccer Coach at Easton Newberry Sports Complex	

EXHIBIT B

IV. Board Member Information Form

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Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter. The purposes of this questionnaire are: to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Each board member should complete this form individually, print and sign. Along with the completed, signed form, each board member should provide a resume, and a signed copy of the Statement of Assurances.

Where narrative responses are required, brief responses are sufficient. You may delete these instructions.

Background and Contact Information

1. Name of charter school on whose Board of: Newberry Charter School
Directors you intend to serve

2. Full name: Leslie McGehee

Home Address: 25541 SW 19th Ave, Newberry, FL 32669

Business Name and Address

Phone Number: 352-354-5195

E-mail address: LeslieMcGehee417@gmail.com

Resume and professional bio are attached here.

Resume and professional bio are attached elsewhere in the application (specify).

3. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation. If yes, explain.

No

4. Indicate whether you currently or have previously served as the leader or on the leadership team of ANY school, regardless of type (charter/traditional/private, etc.). If you served at a charter school, include performance data on form IEPC-MI1. If you served in a position of leadership at a non-charter school, provide any relevant data related to academic performance of the school(s).

No

5. Why do you wish to serve on the board of the proposed charter school?

As a Newberry resident for most of my life and attending all Newberry schools growing up, I want to do what is best for our children and this community. As a teacher at FLVS, I have been fortunate to work with many outstanding schools throughout the state and see how good it could, and should, be for the children in our community. I want to support our administration and teachers, working with them to ensure that every child is reaching their full potential in a safe and positive learning environment.

6. What is your understanding of the appropriate role of a public charter school board member?

EXHIBIT B

To provide governance and support to the school and its stakeholders so that we may all facilitate the educational success of the students attending Newberry Community School.

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7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

I have been a teacher for 21 years; 6 years in brick & mortar public schools and the past 15 years now at Florida Virtual School. I began as a math teacher and am now teaching elective courses such as Leadership Skills Development & Peer Counseling currently. As a FLVS lab teacher, I have worked with many schools throughout the state of all types; public, private & charter. As a lab instructor, I work with the schools (administration, guidance and lab facilitators) to ensure the academic success of our students. I have had the pleasure of working with some outstanding schools in our state, I want for our community to have an outstanding school for our children. (see attached resume)

8. Describe the specific knowledge and experience that you would bring to the board.

After graduating from the University of Florida, I began teaching middle school math. I taught math in public schools and at Florida Virtual School for 10 years. For the past 11 years I have been teaching elective courses; primarily Leadership Skills Development to high school students & M/J Peer Counseling for middle school students. As stated above, as a lab teacher at FLVS I've been able to work with wonderful schools with no only excellent students, but supportive administrators and appreciated teachers. I strive to have that here at Newberry Charter School. (see attached resume)

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?

We believe that every child can have success. It is our commitment to give our students the opportunity to succeed by providing them with the knowledge and skills needed both in and out of the classroom.

2. What is your understanding of the school's proposed educational program?

Following FLDOE guidelines, we strive to be a STEAM school. Newberry Community School will provide an innovative educational environment for our students.

3. What do you believe to be the characteristics of a successful school?

I believe that a successful school provides a safe and enriching learning environment for all of its students. Utilizing innovative and engaging learning practices while embracing the differences and different needs of our students in order to have an inclusive environment where every child can achieve success.

4. As a board member, how will you monitor progress toward annual academic and financial/operational goals and objectives?

In addition to FLDOE state testing, progress will be monitored throughout the year. Administration and teachers will modify teaching strategies in order to accommodate students needs so that they are able to

EXHIBIT B

successfully progress through the year and promote to the next grade level. Financials will be monitored by the board through reports from the accounting department and audits as needed or required.

5. What do you see as your role regarding the school leaders?

My role, along with the other board members, is to choose school leaders that align with our school goals and vision. Choosing leaders who will not only share our goals but will help us accomplish them. It is very important to me that we have school leaders who are supportive of the teachers and staff at Newberry Community School all while encouraging our students to reach for their goals.

Governance

1. Describe the role that the board will play in the school's operation.

The board should assist with hiring school leaders and approve policies, budget and discipline procedures.

2. How will you know if the school is successful at the end of the first year of operation?

In addition to success outlined above in reference to state testing, benchmarks being met and grade level promotions that show adequate progress, I would like to know from our stakeholders. Surveys about the successfulness of the school should be sent to teachers and parents. I would like to see all positions filled with highly qualified people, morale and job satisfaction at a higher level.

3. How will you know at the end of four years of the school is successful?

In addition to the above stated; By the end of our first four years, the goal is to bring our 5th graders back to our elementary school. We hope to be in the process of building to expand the school for the needs of our students in this community.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

The board will need to show that it is fiscally responsible and put the needs of our students first. We will need to be inviting and have open communication with our teachers, parents and community.

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

I would first refer to our policies and procedures and follow these guidelines regarding said situation.

6. If your school intends to contract with a third-party ESP:

- a. Summarize your involvement in the selection process;
- b. Explain your understanding of the legal relationship between yourself as a board member and the ESP;
and
- c. Indicate whether you have been involved in the review/negotiation of the management agreement.

Disclosure

1. Indicate whether you or your spouse is an employee of a charter management organization.

No

If yes, please indicate when you (or your spouse) will end the relationship that poses this prohibited conflict.

Attestation

By signing this form, I hereby attest that I have read and understand the following provisions of Florida law relating to standards of conduct and financial disclosure and the restriction on the employment of relatives.

Standards of Conduct and Financial Disclosure (Section 1002.33(26), Florida Statutes) (a) A

member of a governing board of a charter school, including a charter school operated by a private entity, is subject to s. 112.313(2), (3), (7), and (12) and 112.3143(3).

(b) A member of a governing board of a charter school operated by a municipal or other public entity is subject to s. 112.3145, which relates to the disclosure of financial interests.

(c) An employee of the charter school, or his or her spouse, or an employee of a charter management organization, or his or her spouse, may not be a member of the governing board of the charter school.

Restriction on Employment of Relatives (Section 1002.33(24), Florida Statutes)

(a) This subsection applies to charter school personnel in a charter school operated by a private entity. As used in this subsection, the term:

1. "Charter school personnel" means a charter school member, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decisionmaking authority and in whom is vested the authority, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing board of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

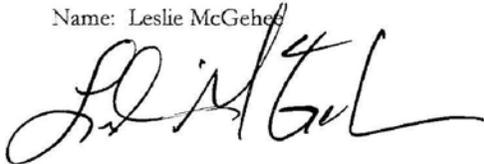
2. "Relative" means father, mother, son, daughter, brother, sister, grandchild, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

(b) Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control over an individual who is a relative. 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. (c) The approval of budgets does not constitute "jurisdiction or control" for the purposes of this subsection.

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and that my service on the charter school governing board does not pose a prohibited conflict of interest. I certify that if the proposed charter school is approved, I hereby agree to notify the chair of the board at the charter school at which I will serve of any change that may create a conflict of interest, and if the change results in a prohibited conflict of interest I will resign from the Board. I have attached all required documents.

Name: Leslie McGehee



Signature Date: 10/10/2024

Leslie McGehee

OBJECTIVE: To give students every opportunity to achieve their goals and reach their full potential by providing an academic setting for success. Giving students the skills needed by using forward thinking and innovative educational practices in an atmosphere that encourages not only intellectual growth but emotional growth as well. Setting students up for successful implementation of their achievement plan in the classroom and post-secondary goals.

EDUCATION: University of Florida (Gainesville, FL) Aug 2002
Bachelor of Arts: Sociology / Minor: Secondary Education

Santa Fe Community College (Gainesville, FL) May 1999
Associate of Arts (A.A.) / Focus of Study: Heath Sciences / Psychology

CERTIFICATION: Florida Department of Education Professional Certificate #927761 Exp: June 2026

- Middle Grades Math (Grades 5-9)
- Certified to teach all six Mawi courses offered by FLVS; Leadership Skills Development, Career Research & Decision Making, Critical Thinking & Study Skills, M/J Peer Counseling, Peer Counseling 1, Peer Counseling 2
- Reading Endorsement
- Google for Education; Certified Educator Level 1
- Certified Clinical Educator

TEACHING

EXPERIENCE: Florida Virtual School July 2009 – present
Mawi Courses - Leadership Skills Development, Career Research & Decision Making, Critical Thinking & Study Skills, Peer Counseling 1, M/J Peer Counseling; All M/J Math Courses

- Flex & Lab teacher for Mawi courses- collaborate with DRM and B&M staff to ensure student success in courses.
- Create weekly pace plans for students, generate weekly progress reports to lab facilitators as well as weekly phone progress dialogue with students and continuous contact with parents.
- Work with students and families to complete online course requirement; identify if additional elective credits are needed and/or the need to raise GPA for graduation; suggesting courses that would both interest the student and fill the missing credit.
- Assist students in learning study & test taking skills, growth mindset, time management, goal setting, resume writing, interview techniques, communication skills, build social skills and conquer peer pressure, achievement planning, career path research and post-secondary goals.
- Provide a student-centered educational setting, keeping students engaged as I work with them one on one or in group instruction.
- Collaborate with instructional team in various schoolhouses to plan and implement instructional activities where students are actively engaged in their own learning.
- Create and implement learning plans with students and parents to ensure that the needs of the student are being met, securing all instructional resources necessary for the student to be successful.
- Closely monitor personal performance and student performance with the use of formative and summative data.
- Exemplary in keeping detailed notes as evident in VSA logs.
- Meets or exceeds all professional performance goals resulting in being rated highly effective every year 2011 – present.

EXHIBIT B

- Presented at 2011 FLVS Staff Conference; created & presented bites sessions on teaming concepts after being involved in teaming pilot in 2010.
- Looped students from 6th through 8th grade in Math (09-13), giving me the ability to develop close relationships with students and families, many of which I also taught siblings as a result.

Bronson Middle/High School (Title 1 School) Bronson, FL Aug 2004 – July 2009
*Math 2 / Math 2 Honors / Pre-Algebra / Algebra 1 / Algebra 1A / Consumer Math / Science 3 /
Afterschool Coordinator & Teacher / Key Club Sponsor / Class Sponsor*

- Differentiated instruction for a diverse group of students including ESE, ESOL, Gifted and Inclusion students with IPE and 504 plans.
- Created and modified instructional resources to meet the needs of students with diverse backgrounds, educational needs and learning styles.
- Integrated technology into the classroom and curriculum with various programs and tools throughout each of my classes.
- Selected for the math department curriculum mapping team for Levy County
- Analyzed formative and summative data to identify low level middle school math students to attend after school tutoring program being offered by the 21st CCLC (21st Century Community Learning Centers).
- Tutored Level 1 & 2 middle school math students in 21st CCLC program all five years at BMHS
- Coordinator for afterschool 21st CCLC program Aug 2007 – June 2009
- Club & Class Sponsor all five years; Key Club, Class of 2009 & 2010 Sponsor
- Bronson Middle High School 2007 – 2008 Teacher of the Year

Memorial Middle School (Title 1 School) Tampa, FL Aug 2003 – Aug 2004
Math 2 / Math 3 / ELP Coordinator & Teacher

- Analyzed formative and summative data, both performance and behavioral, to identify level 1 & 2 seventh and eighth grade students in need of small group and/or one on one instruction.
- Taught intensive math based off of 8th grade curriculum to mixed 7th/8th grade classes of no more than 20 students.
- Adapted curriculum to meet the needs of low level performing students.
- Although I was not there the following year when scores came in, the vast majority of my students saw huge gains in their level of comprehension, mathematical confidence and overall grade in Math that year.
- Coordinated & taught math for afterschool ELP (extended learning program); F grade students were required to attend in order to get “quality points” to pass Math for the previous 9 weeks.
- Collaborated with peers during trainings and meetings to enhance the learning environment for my students.

SPECIAL SKILLS:

- Working with families and advising students to help with graduation requirements
- Proficient in Zoom, VSA, Educator, Blackboard Collaborate
- Familiar with outside programs: I-Ready, DreamBox, Connections Academy and Math-Whizz
- Computer Skills: E-mail application, Word, Excel, PowerPoint, Google based platforms
- Strong work ethic, meticulous documentation logging and attention to detail

REFERENCES AVAILABLE UPON REQUEST

EXHIBIT B

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

Please see attachment.

8. Describe the specific knowledge and experience that you would bring to the board.

Please see attachment.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?

To provide a safe and inclusive learning environment for our community.

2. What is your understanding of the school's proposed educational program?

Please see attached.

3. What do you believe to be the characteristics of a successful school?

Please see attachment.

4. As a board member, how will you monitor progress toward annual academic and financial/operational goals and objectives?

Please see attachment.

5. What do you see as your role regarding the school leaders?

Please see attachment.

Governance

1. Describe the role that the board will play in the school's operation.

Please see attachment.

2. How will you know if the school is successful at the end of the first year of operation?

Please see attachment.

3. How will you know at the end of four years of the school is successful?

Please see attachment.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

Please see attachment.

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

Please see attachment.

6. If your school intends to contract with a third-party ESP:

a. Summarize your involvement in the selection process;

b. Explain your understanding of the legal relationship between yourself as a board member and the ESP;
and

c. Indicate whether you have been involved in the review/negotiation of the management agreement.

NA

Disclosure

1. Indicate whether you or your spouse is an employee of a charter management organization.

Yes No

If yes, please indicate when you (or your spouse) will end the relationship that poses this prohibited conflict.

EXHIBIT B

Attestation

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- (b) *A member of a governing board of a charter school operated by a municipality or other public entity is subject to s. [112.3145](#), which relates to the disclosure of financial interests.*
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- (a) *This subsection applies to charter school personnel in a charter school operated by a private entity. As used in this subsection, the term:*
 - 1. *“Charter school personnel” means a charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decisionmaking authority and in whom is vested the authority, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.*
 - 2. *“Relative” means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.*
- (b) *Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. 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.*
- (c) *The approval of budgets does not constitute “jurisdiction or control” for the purposes of this subsection.*

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and that my service on the charter school governing board does not pose a prohibited conflict of interest. I certify that if the proposed charter school is approved, I hereby agree to notify the chair of the board at the charter school at which I will serve of any change that may create a conflict of interest, and if the change results in a prohibited conflict of interest I will resign from the Board. I have attached all required documents.

Name: Leslie Hayes-Morrison

Leslie Hayes-Morrison
Signature

10/27/2024
Date

EXHIBIT B

Board Member Information Sheet Attachment Leslie Hayes-Morrison

5. As a long time resident, and now parent in the Newberry community, I feel that our community deserves a school that can more effectively meet the needs of our local students. I want the opportunity to be a voice for both our parents and teachers in our diverse small town.

7. Safety in our schools is a priority of mine. Safety encompasses both emotional and physical needs. Because our schools are so close together, and in the middle of some of the bigger neighborhoods of our community, I have reached out to our local government to try to revise our local ordinances of sex offenders and their allowed proximity to schools. My professional background in Human Resources also contributes to my ability to rationalize policy and not politics.

8. My Human Resources background affords me the ability to be a rational and open minded voice to the board. My personal involvement in the community over the years helps me understand the specific needs of this community's children and teachers.

School Mission and Program

1. The board will oversee the direction of the school ensuring we adhere to the charter and state laws. We will also provide financial oversight, and accountability for the leadership. Continuous strategic planning will ensure that we are accomplishing our mission and vision.

2. Our school will have a state approved curriculum, while also allowing teachers flexibility with their teaching methods. Our assessment plans will meet state requirements, but not be excessive to take away from the learning opportunities in the classroom. Our goal would be to offer professional development opportunities to our teachers and staff, along with appropriate support services for students.

3. Characteristics of a successful school would be a financially strong school, with happy teachers, and students. If the school has these three things, I believe the academic success of the students will follow.

4. As a board member it will be crucial for us to continuously monitor the status of our academic and financial goals. It will be our responsibility to address possible deficiencies with a solution oriented approach to ensure we are maintaining not only an acceptable, but also exceptional goals. Setting clear goals and expectations will allow us to effectively monitor our progress.

5. In reference to my role when it comes to the school leaders, I believe my role as a board member is to ensure that we are listening to teacher's feedback of how they feel they are supported, and reviewing the school's academic progress as a whole to make sure we are keeping the right people in leadership for the school.

Governing Board

2. I would consider the school as a success if we are able to maintain a high grade for the school as a whole, have minimal resignations at the end of the year (not counting retirements), have positive feedback from teachers, and have an increase in student applications for the following year.

3. At the end of four years I feel we will be successful if we maintain the interest growth of the school, the percent of teacher retention is high, and we are able to continue to operate in a financially healthy fashion while still meeting the wants and needs of our teachers and students.

EXHIBIT B

4. We will need to closely monitor and adjust as needed to maintain a fiscally successful school. We will need to make sure that the teachers and staff feel supported.

5. We would need to seek to understand the situation by first asking questions to the board member(s), following up with an internal investigation, and if it is deemed the member was in fact being unethical, then potentially bring the dismissal of the board member to a vote. If it is a particularly heinous situation, I feel that immediate dismissal would be appropriate, as one of our main goals of the school is to provide a safe environment.

LESLIE HAYES-MORRISON

SHRM - CP

352-283-6963



LeslieHM422@gmail.com



Newberry, FL



PROFILE INFO

Experienced in recruitment and communications, identifying qualified candidates, conducting interviews, and providing support throughout the hiring process and onboarding process. Proficient in implementing and managing communication channels, including web-based platforms and internal communication systems. Ability to balance the needs of multiple stakeholders, communicate effectively with individuals at all levels of the organization, and establish rapport quickly. Having strong skills in relationship building and coordination, I am eager to continue learning and growing in these fields. A strong background in sales and relationship management, combined with my ability to support and guide candidates through the hiring process and onboarding process make me a valuable asset to any organization.

EDUCATION

Associate of Arts 2017
Santa Fe College

- Business Administration

Bachelor of Applied Sciences In Progress
Santa Fe College

- Organizational Management-
Human Resources

CERTIFICATIONS

- **Society for Human Resource Mgt**
SHRM Certified Professional (SHRM-CP)
 - July 2022
- **National Notary Association**
Notary Public
 - June 2022

EXPERIENCE

University of Florida- Information Technology

Human Resource Generalist I

August 2024 - Present

- Assists in the coordination of a broad range of human resources programs such as recruitment, benefits, training, and employee relations
- Approves transactions and input changes and relevant information into the university HRIS
- Develops liaison relationship with managers, department heads, and human resource representatives of assigned area
- Provides guidance and assistance to university personnel regarding human resources policies and procedures
- Resolves routine issues and employee concerns such as medical claims, documentation requests, training enrollments, etc.
- Reviews federal and state laws, and university regulations to ensure the University's human resources programs are effective and consistent with legal and regulatory requirements
- Monitors the effectiveness of human resources policies and recommends revisions or modification to meet the needs of the university

Laurie Anne Denny, LLC

Executive Assistant

February 2024 - August 2024

- Assists Transaction Advisor in the education business sales field with day to day tasks
- Manages and prioritizes incoming leads
- Manages calendar for both business and personal items
- Assists with booking travel and lodging for business and personal trips
- Assists with bookkeeping of business transactions
- Assists with personal event planning

Gulf Coast Supply & Manufacturing

Human Resource Generalist / Executive Assistant

March 2022 - February 2024

- Manage recruiting efforts for a 140+ employee company, while maintaining job listings for multiple locations
- Assist with employee screenings, scheduling interviews, and background/drug screenings for new employees
- Facilitate onboarding for employees at the corporate office
- Process payroll for 140+ employees across multiple locations
- Maintain company Intranet postings and forms
- Utilize design programs to create flyers and postings for internal communications such as open enrollment
- Work with management team to coordinate and distribute weekly and quarterly board reports both internally and to the board of directors
- Facilitate local board meetings, holiday luncheons, and employee holiday gifts
- Input new hire paperwork into Paycor and assist with benefits enrollment
- Process employee terminations and assist with benefit cancelations

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LESLIE HAYES-MORRISON

SHRM - CP

352-283-6963 

LeslieHM422@gmail.com 

Newberry, FL 

SKILLS

- Microsoft Office ®
- Paycor ®
- Encompass ®
- Salesforce ®
- Syspro ®

EXPERIENCE

Florida Credit Union

November 2020 - February 2022

Mortgage Loan Originator

- Advised applicants on the application process, how to build a strong application, and how to efficiently close on a home loan
- Worked with processing and underwriting teams to get loans to closing
- Evaluated and reviewed financial and credit information provided by applicants to assist with putting members in the best mortgage product for their needs
- Assisted borrowers with problem solving to clear underwriting conditions that may have developed in the processing stage of the loan process
- Continuously communicated with applicants through the entire loan process
- Ensured that all applicants are treated fairly by monitoring compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws

Gulf Coast Supply & Manufacturing

Account Manager

May 2016 - November 2020

- Maintained knowledge of metal roofing products offered by Gulf Coast
- Proficient in the use of SYSPRO and all supporting systems used by the company for order processing
- Maintained, grew, and managed assigned books of business
- Developed a working relationship with other stakeholders within the company to ensure quality customer service was provided
- Engaged in area cold calling to develop sales leads
- Embraced a strong sense of integrity and ethical business practice in dealings with customers and fellow employees

North Florida Medical Sales & Rentals

Account Executive

February 2015 - May 2016

- Created and maintained accounts with doctor's offices, skilled nursing facilities, and assisted living facilities
- Worked closely with physicians to ensure guidelines were being met for insurance coverage
- Kept as up to date as possible with Medicare guidelines in Durable Medical Equipment
- Assisted accounts with education on guidelines to qualify patient's needs
- Coordinated and designed marketing material for home health events

Customer Service Representative

March 2013 - February 2015

- Entered patients in Brightree ® system proficiently and accurately
- Studied History & Physicals, Doctor's notes, and therapy notes for qualifying diagnoses for medical equipment
- Assisted business owner and marketing representatives with referrals when unavailable
- Kept as informed as possible with Medicare guidelines & changes in Durable Medical Equipment

IV. Board Member Information Form

This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

Background and Contact Information

- 1. Name of charter school on whose Board of Directors you intend to serve Newberry Community School
- 2. Full name Veronica M. Kadala
Home Address 115 SW 254th Street Newberry, FL 32669
Business Name and Address N/A
Phone Number 352-316-0222
E-mail address vmkadala@aol.com

- Resume and professional bio are attached here.
- Resume and professional bio are attached elsewhere in the application (specify). _____

- 3. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation. If yes, explain.
 Yes No

-
- 4. Indicate whether you currently or have previously served as the leader or on the leadership team of ANY school, regardless of type (charter/traditional/private, etc.). If you served at a charter school, include performance data on form IEPC-MI1. If you served in a position of leadership at a non-charter school, provide any relevant data related to academic performance of the school(s).
 Yes No

-
- 5. Why do you wish to serve on the board of the proposed charter school?
To listen to, represent, and support teachers as they strive to provide an excellent education to every student.

- 6. What is your understanding of the appropriate role of a public charter school board member?
To provide governance of the school. To include and provide support to the school and all stakeholders to facilitate the educational success of all students at the school.
-

EXHIBIT B

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

Having worked in the Alachua County school district for over 22 years and in schools since 1981, I have unique insight into the world of public education (see resume attached). Additionally, the teachers at Newberry Elementary choose me to represent them on the board of the new charter school.

8. Describe the specific knowledge and experience that you would bring to the board. I have a master's degree in education from the University of Florida, have worked for more than 30 years in public schools. I am the parent of a student who has previously attended Newberry public schools. I have worked collaboratively with regular ed and ESE teachers throughout my career.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?

We commit to the well-being of every child so that they are equipped with knowledge, skills, and values to succeed in life.

2. What is your understanding of the school's proposed educational program?

The program is one that provides a dynamic supportive educational experience for all children and will be a STEAM model which follows the FLDOE requirements.

3. What do you believe to be the characteristics of a successful school?

One that embraces innovative educational practices, while fostering a safe, nurturing, and inclusive environment that empowers every child to achieve their full potential.

4. As a board member, how will you monitor progress toward annual academic and financial/operational goals and objectives?

Academic progress is monitored throughout the year and adjustments will be made to teaching each student according to their needs, so that they can progress through each grade successfully. This is done at the school level by teachers and admin. Financial goals will be monitored through oversight by accountants and periodic audits. We will respond to reports presented to us to ensure accuracy in accordance with the budget. I will also attend all required meetings to monitor progress of the academic and financial operations of the school.

5. What do you see as your role regarding the school leaders?

To help choose good leaders and provide support, be responsive to, and identify needs at the school level.

Governance

1. Describe the role that the board will play in the school's operation.

Approve policies, assist with hiring decisions, review annual budget, and assist with discipline procedures.

2. How will you know if the school is successful at the end of the first year of operation?

Students are making adequate educational progress: all positions are filled with qualified people; good stewardship of funds; teachers express good morale/ job satisfaction; teacher retention.

3. How will you know at the end of four years of the school is successful?

The following would also be occurring beginning construction to expand school facilities; bringing 5th grade back to the elementary school campus, school and personnel are putting the needs of the students first in decision making.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

In addition to the items stated above, the school will demonstrate fiscal responsibility: give opportunities for open communication to parents, teachers, and community; keep abreast of current effective educational practices: hire strong innovate leaders for admin positions.

EXHIBIT B

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?
Follow the board's established procedures for presenting concerns to the board, as well as replacing that member.
-

6. If your school intends to contract with a third-party ESP:
a. Summarize your involvement in the selection process;
b. Explain your understanding of the legal relationship between yourself as a board member and the ESP;
and
c. Indicate whether you have been involved in the review/negotiation of the management agreement.
-

Disclosure

1. Indicate whether you or your spouse is an employee of a charter management organization.
 Yes No

If yes, please indicate when you (or your spouse) will end the relationship that poses this prohibited conflict.

Attestation

By signing this form, I hereby attest that I have read and understand the following provisions of Florida law relating to standards of conduct and financial disclosure and the restriction on the employment of relatives.

Standards of Conduct and Financial Disclosure (Section 1002.33(26), Florida Statutes)

- (a) A member of a governing board of a charter school, including a charter school operated by a private entity, is subject to ss. 112.313(2), (3), (7), and (12) and 112.3143(3).
- (h) A member of a governing board of a charter school operated by a municipal or other public entity is subject to s. 112.3145, which relates to the disclosure of financial interests.
- (c) An employee of the charter school, or his or her spouse, or an employee of a charter management organization, or his or her spouse, may not be a member of the governing board of the charter school.

Restriction on Employment of Relatives (Section 1002.33(24), Florida Statutes)

- (a) This subsection applies to charter school personnel in a charter school operated by a private entity. As used in this subsection, the term:
 1. "Charter school personnel" means a charter school officer; president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision-making authority and in whom is vested the authority, or to whom the authority has been delegated, to appoint, employ, promote, or advance an individual or to re-employ an individual for appointment, employment, promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.
 2. "Relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepfather, half brother, or half sister.
- (b) Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position at the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control an individual who is a relative. 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.
- (c) The approval of budgets does not constitute "jurisdiction or control" for the purposes of this subsection.

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and that my service on the charter school governing board does not pose a prohibited conflict of interest. I certify that if the proposed charter school is approved, I hereby agree to notify the chair of the board at the charter school at which I will serve of any change that may create a conflict of interest, and if the change results in a prohibited conflict of interest I will resign from the Board. I have attached all required documents.

Name: Jecointn 'ro. \6odo..q.

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Signature

10/20/2024
Date



EXHIBIT B

Veronica M. Kadala M.Ed, CCC-SLP

EDUCATION

Master of Education, College of Education, University of Florida August 8, 1987
Bachelor of Arts, College of Arts and Sciences, University of Florida June 10, 1978

PROFESSIONAL CREDENTIALS

- American Speech-Language Hearing Association (ASHA) member #01046632 (current)
- Certificate of Clinical Competence for Speech/ Language Pathology awarded August 1, 1991 (current)
- State of Florida Speech Pathology License/ Dept. of Health Div. of Medical Quality Assurance #SA3039 (current)
- Teaching Certification in Speech Correction, Florida Department of Education #445837 1987- 2019

WORK EXPERIENCE

SLP at Alachua County Public Schools 1997-2019 (retired)

Newberry Elementary School (2005-2019); Newberry High School; Wiles Elementary School; Gainesville High School; Sidney Lanier School; Anchor Center.

Summer school placements included: Bucholz High School, Kanapaha Middle School, Oak View Middle School, Meadowbrook Elementary School; Archer Elementary School; High Springs Elementary School; Littlewood Elementary School, Duval Elementary School

SLP at Levy County Public Schools: 1987-1994

Bronson Elementary School, Cedar Key School, Yankeetown School, Williston Intermediate School, Bronson High School, White Rose Nursery

SLP at Levy County Public Schools: Williston Intermediate School 1985-1986

Paraprofessional to SLP at Sidney Lanier/ Sunland Campus, Alachua County Public Schools 1980-1981

RESPONSIBILITIES as Speech/ Language Pathologist (SLP)

- Screening, Evaluation, Plan Development, and Therapy with Speech/ Language Impaired students.
- (Co-diagnoses could include Autism Spectrum Disorder, Intellectually Disabled (formerly categorized as educable, trainable, profound intellectual disability), Emotionally Disabled, Severe Emotionally Disabled, Physically Impaired, Other Health Impaired)
- Collaboration with ESE and regular classroom teachers
- Completion of Paperwork for: Evaluation, Data Collection, Individual Education Plan
- Local Assistive Technology Specialist (LATS) in Levy County Schools

OTHER ACTIVITIES

World's Greatest Baby Shower (Gainesville, FL)

- Information Table and Presenter (Emergent Literacy & Early Communication)

Center for Autism and Related Disabilities (CARD)

- Panel member for inclusive practices presentation

IV. Board Member Information Form

This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter. The purposes of this questionnaire are: to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Each board member should complete this form individually, print and sign. Along with the completed, signed form, each board member should provide a resume, and a signed copy of the Statement of Assurances.

Where narrative responses are required, brief responses are sufficient. You may delete these instructions.

Background and Contact Information

- 1. Name of charter school on whose Board of Directors you intend to serve: Newberry Community School
2. Fullname: Charles Wesley Clemons, Sr.
Home Address: 13129 NW 1st Place, Newberry, Florida 32669
Business Name and Address:
Phone Number: 352-538-4561
E-mail address: chuck@chuckclemons.com

- J Resume and professional bio are attached here.
D Resume and professional bio are attached elsewhere in the application (specify).

- 3. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation. If yes, explain.
KJ Yes D No 10 years as President of Alpha Gamma Educational Foundation, Inc.
17 years as Executive Director of Santa Fe College Foundation, Inc.

- 4. Indicate whether you currently or have previously served as the leader or on the leadership team of ANY school, regardless of type (charter/traditional/private, etc.). If you served at a charter school, include performance data on form IEPC-Mil. If you served in a position of leadership at a non-charter school, provide any relevant data related to academic performance of the school(s).
IX Yes D No Santa Fe College-2015 Aspen Prize Winner
President W.W. Irby PTA, 17 years Executive Leadership experience in higher education

- 5. Why do you wish to serve on the board of the proposed charter school?
To provide counsel and guidance to assure success of the Newberry Community School

- 6. What is your understanding of the appropriate role of a public charter school board member?

School board members role is to make sound policies that provide a roadmap for educational success for its students. They also create and monitor the schools principles that shape the culture and operations.

EXHIBIT B

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

17 years of higher education leadership, served as President or Ex Director of two

8. Describe any previous experience that you would bring to the board.

**Over 40 years of experience in finance, not-for-profit, for profit and government leadership
Presidential appointee-managing a federal agency in Florida and USVI with 300m budget**

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?

Community centered, focused on academic achievement and student success

2. What is your understanding of the school's proposed educational program?

The school will implement a STEAM curriculum

3. What do you believe to be the characteristics of a successful school?

mission driven, alignment with goals, strong leadership and governance

4. As a board member, how will you monitor progress toward annual academic and financial/operational goals and objectives?

**Track progress against the strategic plan and regularly assess how well
the school is progressing toward its objective including academic improvement and**

5. What do you see as your role regarding the school leaders?

The board's responsibility is to set policies and guide development.

Governance

1. Describe the role that the board will play in the school's operation.

The board sets policy based on unique goals outlined in the charter

2. How will you know if the school is successful at the end of the first year of operation?

You measure progress compared to initial benchmarks for 12 months of operation

3. How will you know at the end of four years if the school is successful?

Standardize test scores, closing achievement gaps, behavioral data, parent satisfaction

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

Recruit and retain the highest caliber principal, teachers, staff and volunteers

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

Begin investigation, review the facts, if proven-ask for resignation or termination, refer to

6. a. If the school intends to contract with a third-party ESP:

a. Summarize your involvement in the selection process;

b. Explain your understanding of the legal relationship between yourself as a board member and the ESP; and

c. Indicate whether you have been involved in the review/negotiation of the management agreement.

The school has no plans to contract with an ESP

Disclosure

1. Indicate whether you or your spouse is an employee of a charter management organization.

D Yes D No

If yes, please indicate when you (or your spouse) will end the relationship that poses this prohibited conflict.

not applicable

EXHIBIT B

Attestation

By signing this form, I hereby attest that I have read and understand the following provisions of Florida law relating to standards of conduct and financial disclosure and the restriction on the employment of relatives.

Standards of Conduct and Financial Disclosure (Section 1002.33(26), Florida Statutes)

- (a) A member of a governing board of a charter school, including a charter school operated by a private entity, is subject to ss. 112.313(2), (3), (1), and (12) and 112.314-3(3).
- (b) A member of a governing board of a charter school operated by a municipality or other public entity is subject to s. 112.314, which relates to the disclosure of financial interests.
- (c) An employee of the charter school, or his or her spouse, or an employee of a charter management organization, or his or her spouse, may not be a member of the governing board of the charter school.

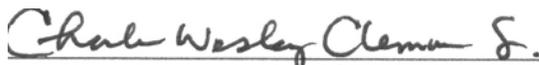
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- (a) This subsection applies to charter school personnel in a charter school operated by a private entity. As used in this subsection, the term:
- "Charter school personnel" means a charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decisionmaking authority and in whom is vested the authority, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing board of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.
 - "Relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.
- (b) Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. 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.
- (c) The approval of budgets does not constitute "jurisdiction or control" for the purposes of this subsection.

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and that my service on the charter school governing board does not pose a prohibited conflict of interest. I certify that if the proposed charter school is approved, I hereby agree to notify the chair of the board at the charter school at which I will serve of any change that may create a conflict of interest, and if the change results in a prohibited conflict of interest I will resign from the Board. I have attached all required documents.

Name: Charles Wesley Clemons, SR


Signature

October 18, 2024
Date

EXHIBIT B

Charles W. Clemons Sr.
13129 SW 1st Place
Newberry, FL 32669
352.538.4561
chuck@chuckclemons.com

Executive Summary

A strategic higher education leader with over 35 years of proven success in fundraising, finance and public-private partnerships. Recognized for tripling institutional assets and leading the development of a biotech campus aligning academic programs with industry demands. Passionate about student success and workforce readiness, with a history of fostering relationships to drive the community and economic development.

Education

- Chartered Financial Consultant, The American College, Bryn Mawr, PA, (1992)
- Bachelor of Science in Advertising, University of Florida, Gainesville, FL (1979)
- Associate of Arts, Florida Gateway College, Lake City, FL (1977)

Professional Experience

Santa Fe College

Vice President for Advancement & Executive Director of Santa Fe College Foundation
2007 - Present | Gainesville, FL

Santa Fe College is a multi-campus state college located in Alachua and Bradford counties serving over 18,000 students annually. In 2015, the college was awarded the Aspen Prize for Community College Excellence as the number one community college in America.

- Secured more than \$16M for the recent Transform campaign, the largest campaign in the foundation's history by cultivating key donor relationships and utilizing tax and planned giving techniques. This represents 130% of the goal.
- Tripled the Foundation's assets, growing them to over \$115M through strategic fundraising campaigns supporting the strategic plan. These endowed assets underwrite student scholarships, and academic programs that enhances both retention and completion.
- Served on the executive team for the creating and implementing a public-private partnership to establish a new campus adjacent to the largest concentration of biotech startups in the Southeastern U.S., fostering collaboration between the college and biotech industry.
- Spearheaded workforce development scholarships aligned with industry demands, increasing graduate employment rates in the biotech and building construction sectors.
- Directed the Marketing & Communications division, resulting in an increase in student enrollment and enhanced community engagement through social media, print and direct mail. Maximized participation in the SF Spring Arts Festival to over 100,000 visitors.
- Led the grants team to revamp submission processes, improving quality control and increasing successful grant applications by 40%. This led to grants exceeding 100m.
- Provided leadership for the Santa Fe College Police Department, enhancing community safety and operational effectiveness, contributing to improved campus safety ratings.

EXHIBIT B

Florida House of Representatives
State Representative, Speaker pro tempore
2016 - 2024 | District 22, FL

- Elected representing a diverse constituency, advocating for education, economic development, agriculture and consumer protection initiatives.
- Conducted the business of the House of Representatives on the floor in the absence of the Speaker.
- Played a key role in legislative efforts to enhance public education funding and workforce training programs across the state of Florida.
- Instrumental in transitioning the state college health insurance from the consortium into the states group plan saving the college system premium dollars and enhancing benefits while lowering costs for participants.
- Authored and passed legislation, HB 15, a revenue neutral bill that enabled the collection of more than 1 billion in remote internet sales tax revenue annually and guaranteed the replenishing of the unemployment compensation trust fund and reducing the business rent tax.
- As Deputy Majority Leader and Whip, I led the training program for caucus members as to parliamentary procedure, effective communication, constituent and media relations.
- Frequent speaker to the Florida Council of Presidents.
- Only legislator with membership in the Florida Association of Colleges
- Served on Higher Education, Health Care, Commerce, Banking and Insurance and Public Integrity/Ethics committees.

Legislator recognitions and accolades

- Florida Association of Colleges
- Tax Watch
- Florida Farm Bureau
- Florida Chamber of Commerce
- Associated Industries of Florida
- Florida Clerks Association
- Florida FFA Association
- Florida Cattlemen Association
- Florida Professional Firefighters Association
- Florida State Fraternal Order of Police
- Florida Association of Counties
- Small County Coalition

State Director, Presidential Appointee
United States Department of Agriculture, Rural Development
2001 - 2007 | Florida and the United States Virgin Islands

- Managed a \$2 billion real estate portfolio, overseeing a team of 129 across 19 offices.
- Responsible for compliance and operational oversight for 42 loan and grant programs totaling \$250-300 million in annual budget.
- Focused on rural economic development, housing, and community infrastructure projects that enhanced the quality of life for rural and underserved populations.
- Successfully modernize the delivery of services by consolidating offices and reducing workforce by attrition saving tax dollars and improving efficiency.
- Worked closely with the Florida Congressional Delegation and their staffs to insure proper communication and coordination of projects in the districts.

EXHIBIT B

Alachua County Board of County Commissioners

Elected Commissioner

1996 - 2000 | Gainesville, FL

- Elected Commissioner responsible for strategic planning, policy development, and community engagement on issues ranging from economic growth to public safety.
- Was instrumental in the recruitment of a regional distribution facility to Alachua County employing more than 600 employees.
- Served as Chair during a contentious fight over the siting of a cement plant
- Voted to roll back ad-valorem tax rates.

Professional Licenses

- Licensed Florida Insurance Agent: General Lines (220), Life and Health (215/218)
- Licensed Florida Realtor ®

Professional & Community Activities

- Board Member - Newberry Community School
- Past Chair - University of Florida Gator Caucus
- Co-Founder, Bikers on Parade for the USA
Charity that contributed more than 500k to veterans and first responder causes
- Past President – Florida Council for Resource Development
- Past Member – Alachua Chamber of Commerce
- Past Chair – Alachua County Board of County Commissioners
- Past Board Member – Gainesville Area Chamber of Commerce
- Past President – Kiwanis Club of the University City and related Foundation
- Past President – Leadership Gainesville Alumni
- Past President - Alpha Gamma Rho Educational Foundation, Inc.
Provides scholarships to deserving students at the University of Florida
- Past Member - Florida State Fair Authority
- Past Member - North Central Florida Regional Planning Authority
- Past Vice-Chair - Alachua County Library District
- Past Board Member - Florida Association of Counties

Attachment M

Organizational Charts

EXHIBIT B

ORGANIZATIONAL CHART (Pre-Operational Year)

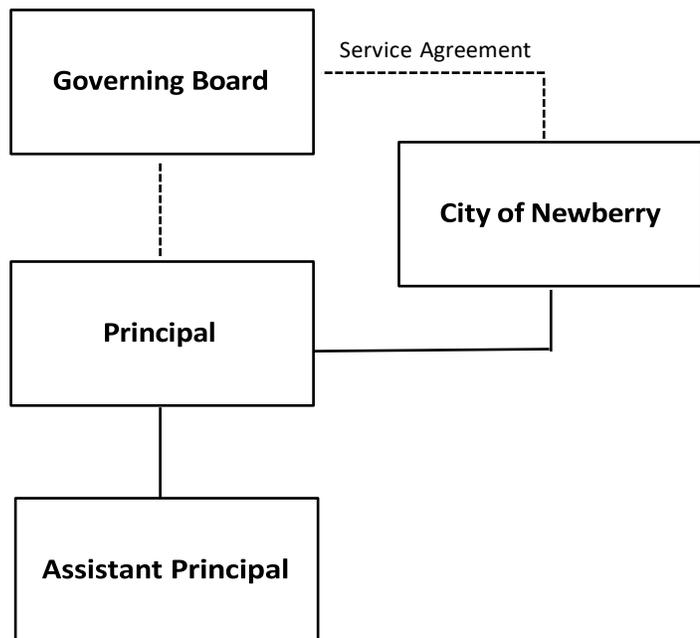
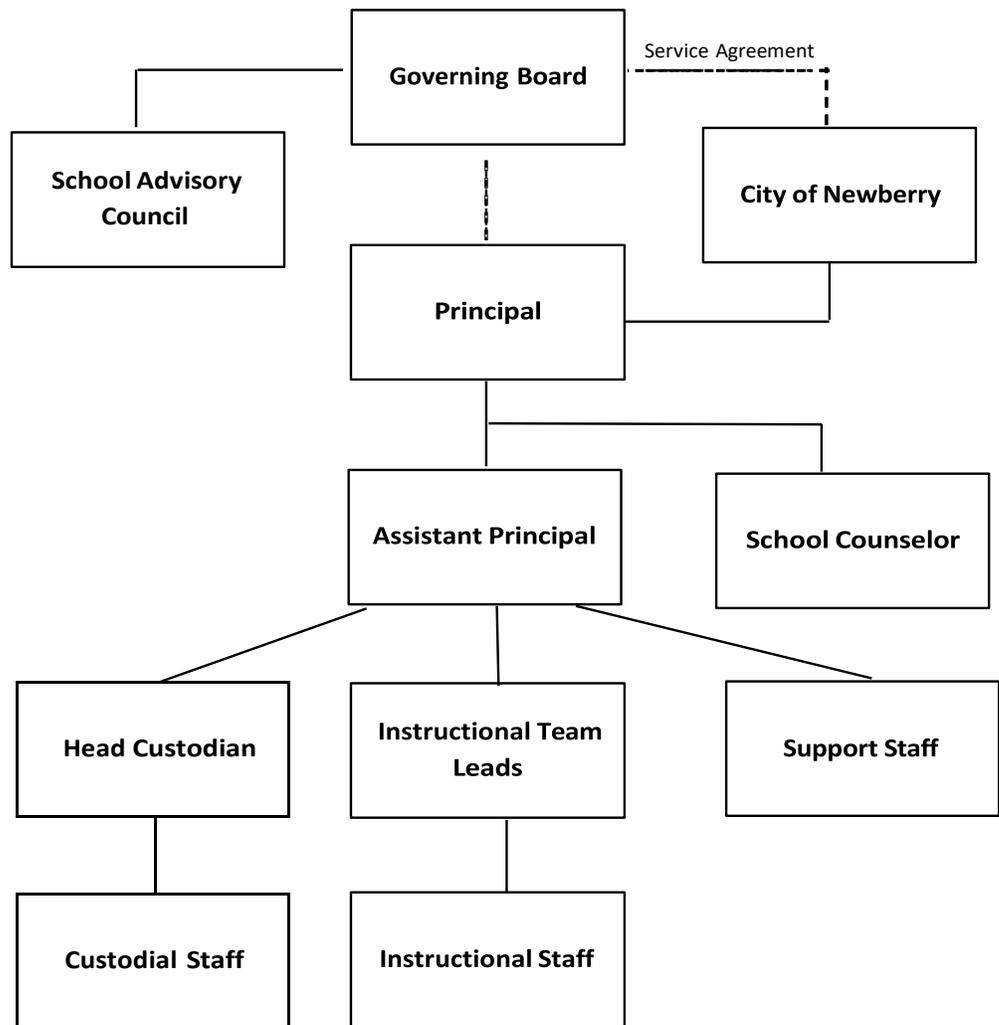


EXHIBIT B

ORGANIZATIONAL CHART(YEARS 1-5)



Attachment N

Job Description for Principal

EXHIBIT B

PRINCIPAL JOB DESCRIPTION

QUALIFICATIONS:

- (1) Master's Degree from an accredited educational institution or comparable or higher post-graduate degree.
- (2) Florida certificate in Administration and Supervision or Educational Leadership.
- (3) Minimum of five (5) years' experience in education.
- (4) Minimum of three (3) years' experience as a school administrator.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to serve as an effective school leader. Ability to manage the financials, budget and allocated resources. Up-to-date understanding of trends and research in the educational space. Ability to interpret, comply with, and implement Board policies, state and federal statutes, and state agency rules. Ability to effectively management school personnel. Ability to problem-solve and take a solution-oriented approach. Ability to understand and execute on the mission and vision of the school.

REPORTS TO:

Chairman/Governing Board

SUPERVISES:

All personnel at the school

PERFORMANCE RESPONSIBILITIES:

1. Oversee all aspects of the school's operations, subject to the oversight of the Governing Board.
2. Delegate tasks to and oversee the Assistant Principal.
3. Develop, implement and assess the academic program leading to student success.
4. Delegate tasks and duties to ensure successful implementation of the school's program.
5. Exercise hiring, firing, and monitoring authority over all personnel.
6. Conduct personnel evaluations.
7. Navigate and monitor personnel issues and take any necessary actions.
8. Create and implement a plan to address in-service and professional learning needs to ensure continual development and improvement of all staff.
9. Develop a positive learning environment to foster program success.
10. Develop and monitor a School Improvement Plan in conjunction with the School Advisory Council.
11. Develop and implement a school safety plan.
12. Oversee all necessary drills and other school safety requirements.
13. Implement all policies of the Governing Board with diligence.
14. Lead the development of the school budget, to be approved by the Governing Board.

EXHIBIT B

15. Engage with parents and community stakeholders to foster a positive image of the school.
16. Maintain visibility both at the school and in the community at large.
17. Participate all meetings of the Board.
18. Advise the Governing Board and assist in setting realistic goals for continual academic and programmatic improvement.
19. Utilize problem-solving techniques to address challenges.
20. Set an ethical and moral example for staff and students.
21. Prepare the annual school calendar, for approval by the Governing Board.
22. Oversee and manage the school's system of state testing and progress monitoring.
23. Establish job assignments for administrators, teachers, and support staff personnel.
24. Oversee and monitor student discipline.
25. Oversee the management and planning of the school's facilities.
26. Oversee the development of the extracurricular activities program.
27. Manage the school's transportation and food service programs.
28. Implement all student policies adopted by the Board.
29. Supervise the preparation of accurate and timely reports and records.
30. Assume responsibility for all official correspondence and news releases.
31. Manage the ordering of textbooks, materials, and equipment.
32. Perform other incidental tasks incidental to the successful operation of a public charter school.

PHYSICAL REQUIREMENTS:

- Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects.
- Standing for long periods of time.

TERMS OF EMPLOYMENT:

- Salary and benefits shall be set by the Board.
- 12-month, year-round position.

EVALUATION:

Performance of this position will be evaluated by the Board.

Attachment O

Qualifications of Principal

See Attachment N, which includes the required qualifications of the school leader and the discussion in Sections 11.A-11.C.

Attachment P

Job Descriptions for Administrators

EXHIBIT B

ASSISTANT PRINCIPAL

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Master's degree in Educational Leadership, Educational Administration, or an academic discipline;
- (2) supplemented by two (2) years responsible professional experience in the leadership, organization and supervision of academic affairs within a similar education institution; or an equivalent combination of education, training, and experience.
- (3) Successful completion of certification in Administration/Supervision, Educational Leadership, or School Principal.

KNOWLEDGE SKILLS AND ABILITIES:

This role supports the Principal in the administration of the charter school. The role requires the ability to follow and direct instructions, exercise sound judgment, and make decisions with discretion. The assistant principal should have experience in planning, directing, and supervising staff, while fostering effective relationships with faculty, staff, board members, and the community. The position demands a professional work ethic, the ability to maintain confidentiality, and flexibility in working hours to ensure the smooth operation of school functions. A thorough knowledge of Governing Board policies and procedures is also required.

REPORTS TO:

Principal

SUPERVISES:

Instructional Staff, Other Staff

PERFORMANCE RESPONSIBILITIES:

1. Assist the Principal in the administration of the charter school.
2. Assists in the planning, organization and implementation of all Governing Board goals and objectives.
3. Coordinates and integrates all activities toward achievement of established goals and objectives.
4. Assists in the development and implementation of school policies and procedures.

EXHIBIT B

5. Provides effective leadership to the assigned school community in fulfilling the goals and objectives as such relates to the short and long-range initiatives of the Governing Board.
6. Keeps abreast of changes and development in the profession by attending professional meetings, reading professional journals, and discussing trends of mutual interest with others in the field.
7. Plans, attends, and conducts staff meetings to discuss policy changes, instructional programs, potential problems, and resolutions of existing problems and other school related issues.
8. Participates in the recruiting, screening, hiring, training, assigning, and evaluating of the school's personnel; assists in the supervision and evaluation of all personnel.
9. Enforces policies and procedures to provide control and leadership in the event of school crisis and /or civil disobedience.
10. Assists in the development of guidelines for desirable student conduct with respect to the school's suspension and expulsion policy and procedures; assists in the development of attendance, conduct, disciplinary, health, and medication procedures.
11. Participates in School Advisory Councils, Parent-Teacher Organizations, and other community groups promoting the enhancement and development of school programs; promotes positive school/community relations.
12. Supervises the school's teaching process, i.e., master schedule and teaching assignments based on student needs.

PHYSICAL REQUIREMENTS:

- Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects.
- Standing for long periods of time.

TERMS OF EMPLOYMENT:

- Salary and benefits shall be set by the Board.
- 12-month, year-round position.

EVALUATION:

Performance of this position will be evaluated by the Principal.

EXHIBIT B

SCHOOL COUNSELOR

JOB DESCRIPTION

QUALIFICATIONS:

Master's degree in Guidance/Counseling or School Counseling

Maintain a Florida School Counselor Certification

Minimum of 1 year of school counseling or teaching experience.

Understanding and familiarity with computer applications and word processing functions.

KNOWLEDGE, SKILLS AND ABILITIES:

The school counselor will work effectively with students of diverse backgrounds at the designated age level, providing support for their academic, social, and emotional development. The role requires strong organizational and time-management skills to prioritize tasks and meet various deadlines. The counselor must demonstrate excellent communication abilities, engaging with students, parents, administrators, and staff, while managing sensitive topics with professionalism and care. A solid understanding of student assessment tools, particularly in evaluating and interpreting standardized test results, is essential.

REPORTS TO:

Principal

PERFORMANCE RESPONSIBILITIES:

1. Provide one-on-one counseling sessions to students to address academic, personal, social, and emotional concerns.
2. Assist students in identifying strengths, challenges, and strategies for success.
3. Help students develop coping strategies to manage stress, anxiety, and other personal issues.
4. Lead small group counseling sessions focused on topics such as social skills, study skills, conflict resolution, grief, and self-esteem.
5. Facilitate peer mediation and conflict resolution programs.
6. Work with students, teachers, and parents to develop academic plans and support students in overcoming academic challenges.
7. Assist students in setting and achieving academic goals, including course selection and planning for post-secondary education.
8. Provide immediate support and intervention in crisis situations, such as bullying, family issues, or mental health emergencies.

EXHIBIT B

9. Collaborate with school administration and external agencies as needed to ensure student safety and well-being.
10. Promote mental health awareness through workshops, presentations, and informational resources.
11. Educate students, staff, and parents about mental health issues and available support services.
12. Collaborate with teachers, administrators, and other school staff to identify students in need of support and to coordinate interventions.
13. Act as a liaison between the school, families, and community resources to ensure students have access to necessary services.
14. Maintain accurate and confidential records of counseling sessions and student progress.
15. Prepare reports and assessments as required by school policy or administrative needs.
16. Stay informed about the latest research and best practices in school counseling, mental health, and educational strategies.
17. Participate in ongoing professional development opportunities to enhance skills and knowledge.
18. Participate in the Child Study Team to identify students who may need targeted or intensive services, and coordinates.
19. Participate in the school's Threat Management Team to assess and monitor individuals that may pose a risk to the school community.
20. Assist students/parents in understanding school policies and procedures.

PHYSICAL REQUIREMENTS:

- Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects.

TERMS OF EMPLOYMENT:

- Salary and benefits shall be set by the Board.
- 12-month, year-round position.

EVALUATION:

Performance of this job will be evaluated by the Principal.

Attachment Q

Job Description for School Teachers

EXHIBIT B

TEACHER JOB DESCRIPTION

QUALIFICATIONS:

- (1) Bachelor's degree and valid Florida teaching certificate required for subject and grade being taught.
- (2) Holds a valid Florida teaching certificate with coverage other than that required under the Florida Course Code Directory, and has been properly approved to teach out-of-field (allowable for one year only).
- (3) ESOL, ESE, and Gifted Endorsed teachers preferred.

KNOWLEDGE, SKILLS AND ABILITIES

The teacher is responsible for delivering high-quality instruction in their assigned subject area, fostering a positive and engaging classroom environment, and supporting the academic, social, and emotional development of students. The teacher will work collaboratively with colleagues, parents, and school administration to ensure the success and well-being of all students.

REPORTS TO:

Assistant Principal

SUPERVISES:

Interns and practicum students

PERFORMANCE RESPONSIBILITIES:

1. Plan, prepare, and deliver engaging lessons that meet the learning needs of all students and meet Florida state standards.
2. Use a variety of teaching methods and materials to engage different learning styles.
3. Integrate technology and educational tools to enhance the learning experience.
4. Develop and implement differentiated instruction to meet the needs of diverse learners, including those with special needs and English language learners.
5. Create and maintain a positive, respectful, and inclusive classroom environment.
6. Establish and enforce clear rules and expectations for student behavior.
7. Use positive reinforcement and appropriate disciplinary actions to manage student behavior.
8. Monitor and assess student progress through regular formative and summative assessments.
9. Provide timely and constructive feedback on assignments, tests, and projects.

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10. Maintain accurate records of student performance and attendance.
11. Analyze student data to identify areas for improvement and adjust instruction as necessary.
12. Maintain regular communication with students, parents, and guardians regarding academic progress, behavior, and any concerns.
13. Collaborate with fellow teachers, counselors, and administrators to improve instructional practices and student outcomes.
14. Attend and actively participate in departmental meetings, parent-teacher conferences, and school events.
15. Participate in ongoing professional learning opportunities to improve teaching practices and stay current with educational trends.
16. Supervise students during lunch, recess, and other non-classroom activities as assigned.
17. Contribute to the development and implementation of school-wide initiatives and goals.
18. Support extracurricular activities or school events as needed (e.g., clubs, field trips).
19. Implement the policies of the school.
20. Participate in Professional Learning Communities.
21. Maintain the confidentiality of student information as required by school policy and Florida and Federal Law.

PHYSICAL REQUIREMENTS:

- Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects.
- Standing for long periods of time.

TERMS OF EMPLOYMENT:

- Salary and benefits shall be set by the Board.
- 10-month position.

EVALUATION:

Performance of this position will be evaluated by the Assistant Principal and/or Principal.

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TEACHER (TEAM LEADER) JOB DESCRIPTION

QUALIFICATIONS:

- (1) Bachelor's degree and valid Florida teaching certificate required for subject and grade being taught.
- (2) Holds a valid Florida teaching certificate with coverage other than that required under the Florida Course Code Directory, and has been properly approved to teach out-of-field (allowable for one year only).
- (3) ESOL, ESE, and Gifted Endorsed teachers preferred.
- (4) 5 years of teaching experience preferred.

KNOWLEDGE, SKILLS AND ABILITIES

The teacher is responsible for delivering high-quality instruction in their assigned subject area, fostering a positive and engaging classroom environment, and supporting the academic, social, and emotional development of students. The teacher will work collaboratively with colleagues, parents, and school administration to ensure the success and well-being of all students. As a Team Leader, the teacher will also serve as the Chair of their respective Professional Learning Community (PLC) and provide assistance to teachers within the PLC.

REPORTS TO:

Assistant Principal

SUPERVISES:

Interns and practicum students

PERFORMANCE RESPONSIBILITIES:

1. Serve as the Chair of the teacher's respective Professional Learning Community, and provide experience, knowledge, and expertise within the subject area.
2. Plan, prepare, and deliver engaging lessons that meet the learning needs of all students and meet Florida state standards.
3. Use a variety of teaching methods and materials to engage different learning styles.
4. Integrate technology and educational tools to enhance the learning experience.
5. Develop and implement differentiated instruction to meet the needs of diverse learners, including those with special needs and English language learners.
6. Create and maintain a positive, respectful, and inclusive classroom environment. 202
7. Establish and enforce clear rules and expectations for student behavior.

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8. Use positive reinforcement and appropriate disciplinary actions to manage student behavior.
9. Monitor and assess student progress through regular formative and summative assessments.
10. Provide timely and constructive feedback on assignments, tests, and projects.
11. Maintain accurate records of student performance and attendance.
12. Analyze student data to identify areas for improvement and adjust instruction as necessary.
13. Maintain regular communication with students, parents, and guardians regarding academic progress, behavior, and any concerns.
14. Collaborate with fellow teachers, counselors, and administrators to improve instructional practices and student outcomes.
15. Attend and actively participate in departmental meetings, parent-teacher conferences, and school events.
16. Participate in ongoing professional learning opportunities to improve teaching practices and stay current with educational trends.
17. Supervise students during lunch, recess, and other non-classroom activities as assigned.
18. Contribute to the development and implementation of school-wide initiatives and goals.
19. Support extracurricular activities or school events as needed (e.g., clubs, field trips).
20. Implement the policies of the school.
21. Maintain the confidentiality of student information as required by school policy and Florida and Federal Law.

PHYSICAL REQUIREMENTS:

- Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects.
- Standing for long periods of time.

TERMS OF EMPLOYMENT:

- Salary and benefits shall be set by the Board.
- 10-month position.

EVALUATION:

Performance of this position will be evaluated by the Assistant Principal and/or Principal.

Attachment R

Sample Employee Handbook

Newberry Community School has received the permission of Global Leadership Academy to utilize its Employee Handbook as a basis. The final Employee Handbook is subject to change.

Sample Employee Handbook

Newberry Community School, Inc.

2024-25

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ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with Newberry Community School, Inc. ("School"). Please take the necessary time to read it.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. The School adheres to the policy of employment at will, which permits the School or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate the School documents. The School documents supersede any statement made in this handbook or by any member of management.

This handbook states only the general School guidelines. The School may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified in writing by the employee and Principal.

This handbook supersedes all prior handbooks.

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Section 1 - Governing Principles of Employment

1-1. Introduction

This handbook is designed to provide information and address questions regarding the Governing Board policies and procedures so that every school system employee is able to perform his or her job more effectively.

Every employee must take time to read the Handbook. It is important to note that the handbook is both selective and general in its coverage of school policies and procedures. In accordance with Board Policy, each employee is responsible for knowing and complying with the policies of Newberry Community School, Inc.

Since this handbook only summarizes many detailed provisions about employment and benefits and other related matters, the official policies, regulations, and procedures will always govern when questions arise. Nothing in this handbook is intended to create or imply any contract rights.

1-2. Equal Employment Opportunity & Disability Accommodation Requests

The School is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, genetic information (including family medical history), political affiliation, military service, or any other characteristic protected by applicable federal, state or local laws.

Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

Reasonable accommodations will be made for an individual with a medically documented disability who is otherwise qualified for a position unless the accommodation would impose an undue hardship upon the school. If any employee needs assistance to perform their job duties because of a physical or mental condition, they should notify their immediate supervisor to begin the interactive process and determine next steps.

The School will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on school operations. If an employee wishes to request such religious accommodation, they should notify their immediate supervisor to determine next steps.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be a violation of this policy, please notify the administration.

Note: If your supervisor or next level manager is the person toward whom the complaint is directed you should contact any higher-level manager in your reporting chain. Employees may also notify the administration if they are uncomfortable for any reason using the above procedure. The School will not allow any form of retaliation against individuals who raise issues of equal employment opportunity.

If you feel you have been subjected to any such retaliation, report it in the same manner you would report a perceived violation of this policy. To ensure our workplace is free of artificial barriers, violation of this policy, including any improper retaliatory conduct, will lead to discipline, up to and including separation.

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1-3. Non-Harassment

It is the School's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, genetic information (including family medical history), political affiliation, military service, or any other characteristic protected by applicable federal, state or local laws. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If an employee feels that he or she has been subjected to conduct which violates this policy, he or she should immediately report the matter to the administration. If the employee is unable for any reason to contact human resources, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the school principal.

If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in his or her reporting hierarchy. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the School will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy.

If an employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy. Violation of this policy, including any improper retaliatory conduct will result in disciplinary action, up to and including separation.

1-4. Sexual Harassment

It is the School's policy to prohibit harassment of any employee by any supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality for employees but to ensure that everyone is free from sexual harassment at our school.

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Unwelcome sexual advances, requests for sexual favors, or other sexual conduct, either verbal or physical, constitutes sexual harassment under the following circumstances:

- the harasser requires the employee to submit to the conduct as an explicit or implicit condition of employment, status or promotion;
- the harasser uses the employee's submission to, or rejection of, the conduct as a basis for an employment decision;
- the harassment substantially interferes with an employee's work performance or creates or creates an intimidating, hostile or offensive work environment;
- the employee's submission to, or rejection of, the conduct is the basis for any decision affecting benefits, services, honors, programs or other available activities

An employee who feels that he/she is being harassed should immediately report such incident to the immediate supervisor or if the complaint is against the immediate supervisor, then the next supervisor in the chain of command.

Nothing in school policy requires the employee alleging sexual harassment to present the matter to the person who is the subject of the complaint. The school will promptly and thoroughly investigate all complaints of sexual harassment. All complaints will be confidential to the degree that it doesn't violate our commitment to safety, and only those persons necessary for the investigation and resolution of the complaint will be given information about it.

An employer should provide every employee with a copy of the policy and complaint procedure and redistribute it periodically. The policy and complaint procedure should be written in a way that will be understood by all employees in the employer's workforce. Other measures to ensure effective dissemination of the policy and complaint procedure include posting them in central locations and incorporating them into employee handbooks. Annual training on this complaint procedure is provided during pre-planning, but reach out to the administration if you would like a refresher at any time.

If any employee feels they have been subjected to conduct which violates this policy, they should immediately report the matter to their Supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the administration. Note: If your Supervisor or next level Manager is the person toward whom the complaint is directed, you should contact the administration

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. Cooperation with any and all investigations is expected by every employee. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the School will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge

The School will follow Title IX procedures where appropriate. If such procedures conflict with what is in this handbook, the Title IX procedures will be utilized instead.

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1-5. Drug-Free and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect the School property, and to ensure efficient operations, the School has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the School regardless of work location.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual while on School business (whether or not on the School premises) is strictly prohibited. Employees and other individuals who work for the School also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact an employee's ability to perform his or her job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent an employee is subject to any drug testing requirements, to the extent permitted by and in accordance with applicable law.

The School maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs or jeopardizes the health and safety of any School employee, including themselves.

Employees and applicants currently engaging in the illegal use of drugs are not protected by the ADA when an employer acts on the basis of such use. Tests for illegal use of drugs are not considered medical examinations and, therefore, are not subject to the ADA's restrictions on medical examinations. Employers may hold individuals who are illegally using drugs and individuals with alcoholism to the same standards of performance as other employees.

Newberry Community School, Inc. may conduct drug and/or alcohol testing under any of the following circumstances:

- **FOR-CAUSE TESTING:** the School may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.

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- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury may be asked to submit to a drug and/or alcohol test.
"Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

Violation of this policy may result in disciplinary action, up to and including separation.

1-6. Workplace Violence Prevention

The School is strongly committed to providing a safe workplace. Employees are expected and encouraged to exercise reasonable judgment in identifying potentially dangerous situations. However, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual.

The School does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. This list of behaviors provides examples of conduct that is prohibited:

- Causing physical injury to another person.
- Making threatening remarks.
- Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging employer property or property of another employee.
- Possessing a weapon while on company property or while on company business that does not violate other state or local laws

Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Nonemployees engaged in violent acts on the employer's premises will be reported to the proper authorities and fully prosecuted.

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If an employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. We want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

Section 2 - Operational Policies

2-1. Employee Classifications, , Background Checks & Finger Printing

For purposes of this handbook, all employees fall within one of the classifications below.

- Full-Time Employees – Employees who regularly work at least 35 hours per week who were not hired on a short-term basis.
- Part-Time Employees – Employees who regularly work fewer than 35 hours per week who were not hired on a short-term basis.

Employees who regularly work full time are eligible for health insurance benefits.

In addition to the above classifications, employees are categorized as either "exempt" or "non-exempt" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. The employee will be informed of any change to their exemption status upon hire and/or any promotion or position change.

The School will ensure that a background and finger printing procedure is completed as required by federal, state, and local law for any non-instructional school district personnel or contractual personnel who are permitted access on school grounds when students are present, as well as those who have direct contact with students or who have access to or control school funds. "Contractual personnel" has been defined as any vendor, individual or entity under contract with the school board.

2-2. Your Employment Records

In order to obtain their position, employees provided us with personal information, such as address and telephone number. This information is contained in the employee's personnel file.

The employee should keep his or her personnel file up to date by informing the employee's supervisor of any changes. The employee also should inform the employee's supervisor of any specialized training or skills he or she may acquire in the future.

Employees are expected to communicate any changes to o their eligibility to work in the United States to the administration as soon as they become aware of the change

Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach the employee in a crisis could cause a severe health or safety risk or other significant problem.

Personnel records shall be maintained in accordance with State and Federal Laws. The following records for each employee shall be maintained in a secure file:

- Evidence of successful completion of required education
- Teaching Certification or Licensing Documentation
- Employee assessments
- Signed Employment Agreement
- Tax Withholding allowance certificate (W-4)
- Copy of Social Security Card

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- Benefits enrollment documentation
- Background /Fingerprinting verification documentation
- Letters of reprimand and information regarding any disciplinary action taken
- Employment Eligibility Verification (I-9 Form)
- Arrest and Conviction Record
- Signed Acknowledgement of Employee Handbook
- TB Clearance Form (if applicable)

It is the responsibility of the employee to obtain and submit these documents.

It is the responsibility of each employee to self-report any new criminal charges or motor vehicle violations including alcohol or drugs on the next working day following the charge. Employees must also self-report any conviction of a crime or guilty plea on the next working day following the conviction or entry of the guilty plea.

Personnel records shall be open for inspection and copying consistent with Florida local, state, and federal laws. Social Security numbers will not be disclosed to the public. The following payroll deductions are not open to the public: credit union cards, W-4's, tax shelter information, tax levy, court records.

2-3. Working Hours and Schedule

The School is generally open for business from 7:45am to 4:15pm, Monday through Friday. School operations and scheduling may begin earlier in the day or end after those hours. Individual employees may be assigned a different work schedule and will be expected to begin and end work according to their specific schedule to accommodate the needs of the school.

There are activities in addition to a regular workday in which some employees, typically exempt employees, are required to participate in, which may include:

- a. Teacher or administrator-scheduled parent/student/teacher conferences.
- b. Student Orientation
- c. Open House
- d. Promotion/Graduation ceremony program(s)
- e. Evening events (e.g., school performance, math competition, spelling bee, etc.)
- f. A minimum of one off-campus or two on-campus activities
- g. Student IEP/ESOP support meetings.

Employees will be provided mealtime and rest periods as required by law, and full time, nonexempt employees will be assigned no more than 40 hours per week.

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2-5. Timekeeping Procedures

Non-exempt and hourly employees must record their actual time worked for payroll and benefit purposes. Non-exempt and hourly employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management. Employees must use the School's onsite kiosk device to indicate arrival and departure times.

An employee must clock out when they are done working, even if they remain on campus to attend non-work events such as sporting events, plays, or other events that they are not working. Altering, falsifying, or tampering with time records is prohibited and subjects the employee to discipline, up to and including separation.

Exempt employees are required to record their daily work attendance and report half or full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to their principal, who will attempt to correct legitimate errors.

2-6. Overtime

A. Overtime Calculation. The School calculates overtime in accordance with the Federal Labor Standards Act (FLSA). For employees classified as non-exempt, time taken as paid time off or non-worked paid holiday hours are not used for the purpose of calculating overtime. Only actual hours worked are considered for overtime purposes. For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Sunday and ends 168 hours later at 12 a.m. on the following Sunday.

B. An Employee May Be Required to Work Overtime. The employee's supervisor or manager will inform employees of their Work Schedule, including any overtime hours that the employee may be required to work beyond the customary 40-hour workweek. Employees must work overtime as reasonably required by their supervisor.

C. Work Schedules May Be Adjusted to Avoid Overtime. Supervisors and managers should minimize overtime. A supervisor or manager may adjust an employee's work schedule temporarily within a workweek to avoid overtime or to ensure successful completion of job responsibilities. Or, if an employee will reasonably be required to perform work outside of normal business hours, management may reduce the employee's scheduled work hours during normal business hours on an on-going basis so that the employee can perform work outside of normal business hours and not work in excess of a 40-hour workweek.

D. Weekends, Holidays, Scheduled Days Off. The FLSA does not require overtime pay for work on Saturdays, Sundays, holidays, or regular days of rest, unless working such days causes the employee to work in excess of 40-hours.

E. Overtime Must Be Pre-Approved; Guidance on Working After Hours. Non-exempt employees are not permitted to work any overtime hours without the prior approval of his or her supervisor or manager, unless the employee's regular Work Schedule is more than 40 hours. Approval to work overtime should be confirmed by the school Principal. Overtime hours shall not

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be approved except where required by exigent circumstances or significant business necessity. Non-exempt employees may not start work until their scheduled starting time.

Although the FLSA requires that hourly and non-exempt employees be paid for all hours worked whether preapproved or not, failure of an employee to obtain preapproval of overtime is considered a violation of the school policy and will be addressed through the school's conduct and disciplinary process.

2-7. Safe Harbor Policy for Exempt Employees

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Employees classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for the School. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- Half or Full-day absences for personal reasons
- Half or Full-day absences for sickness or disability
- Half or Full-day disciplinary suspensions for infractions of our written policies and procedures
- Family and Medical Leave absences (either full- or partial-day absences)
- To offset amounts received as payment from the court for jury and witness fees or from the military as military pay
- The first or last week of employment in the event the employee works less than a full week
- Any full work week in which the employee does not perform any work

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability
- An absence because the employer has decided to close a facility on a scheduled work day
- Absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above)

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- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If the employee believes he or she has been subject to any improper deductions, the employee should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), he or she should immediately contact the Director of Payroll or any other supervisor in the School with whom the employee feels comfortable.

2-8. Probationary Contract

Employees newly hired by the organization shall be offered a one-year probationary contract in accordance with Florida Statute 1012.335. The probationary license may only be issued once to an employee unless the employee was rehired after a break of service for which an authorized leave of absence was not granted. Benefits required by law such as workers' compensation insurance and Social Security take effect immediately. Medical insurance takes effect on the first of the month after thirty (30) days of employment or during the next enrollment period.

2-9. Your Paycheck

The employee will be paid bi-weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, the School is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received. Benefits required by law such as workers' compensation insurance and Social Security take effect immediately".

If there is an error in an employee's pay, the employee should bring the matter to the attention of the Finance/Business Manager immediately so the School can resolve the matter quickly and amicably.

Paychecks will be given only to the employee, unless he or she requests that they be mailed, or authorize in writing another person to accept the check.

2-10. Pay Calculations

Salaried employees of the organization shall be paid year round, even though the services the employee provides to the organization is less than a full year. In order to clarify the calculations and methodology used by the organization, the Governing Board shall adopt a "[Salary Schedule Manual](#)" identifying the specific formulas to be used when calculating employee amounts. This compensation manual will take into account the following policies:

Contract Days

Each year the Principal shall ensure a calendar is created specifically identifying the number of contract days for all salaried employees. This calendar should identify all of the paid versus unpaid days for each employee class.

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Pay Periods

The organization shall pay employees bi-weekly, resulting in a total of 26 pay periods per year. The actual amount each employee will be paid for the fiscal year will be divided by the remaining pay periods that year.

Salary Employees Daily Rates

The Principal shall ensure that a daily rate is calculated and communicated to each employee. This daily rate shall be one tenth of employee's biweekly salary amount in the fiscal year. The daily rate shall be used to calculate the actual amount each employee earns for services provided to the school in the event the employee leaves the organization prior to the end of the school year or is required to take unpaid leave.

Hourly Employees

Non-instructional and non-administrative employees shall be paid hourly. Hourly rates will be set by the Governing Board of the school and in accordance with state and federal law.

Initial Compensation

Hourly employees shall be offered a specific hourly rate based on the rates paid to similar employees at other local schools.

2-11. Direct Deposit

The School strongly encourages employees to use direct deposit. Authorization forms are available from the Finance/Business Manager or the administration. In the event that a regularly scheduled payday falls on a day off, such as a weekend or holiday, employees will receive direct deposit on the regularly scheduled payday.

2-12. Salary Schedule

Given that all employees shall only receive annual contracts, all academic employees will be paid under the performance salary schedule as defined in Florida Statute 1012.22(1)(c).

2-13. Salary Supplements

An employee's placement on the salary schedule shall constitute the employee's base pay. In addition to the base pay, the Governing Board may annually approve supplements to be paid to employees, which are annual additions to the base salary for specific qualifications or duties. The supplement does not become part of the employee's continuing base salary. A schedule of possible supplements will be considered by the Governing Board in the establishment of the Salary Schedule and Budget.

2-14. Salary Advances

The School does not permit advances on paychecks or against accrued paid time off.

2-15. Performance Review

Depending on the employee's position and classification, the School endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation

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increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the School encourages employees and supervisors to discuss job performance on a frequent and ongoing basis. Performance of all employees is generally evaluated according to an ongoing 12-month cycle, beginning at the fiscal-year end. Each employee will be evaluated once a year.

2-16. Certification Renewal

Professional staff members are required to maintain their state educator certification in accordance with Florida regulations. Staff members are responsible for the completion and submission of all applicable forms and fees for the certification renewals. Once a professional staff member has renewed their certification, they must provide a copy of the certification to their supervisor.

2-17. Training

New employee orientation training shall include a component on the harassment policy. All administrators are responsible for assuring that their staff members are familiar with the policy on harassment and that new employees are oriented as necessary throughout each school year. As part of the review of the Code of Student conduct at the beginning of the school year, this policy will be discussed in student classes, school advisory councils, and parent and teacher associations. Students enrolled after the beginning of the school year will be provided a copy of the Code of Student conduct and advised of this policy. All School employees must additionally attend an annual awareness training at least one week before the start of each school year designed to assist those in education to better understand the warning signs of sexual abuse and the steps to report incidents or suspicions.

2-18. Initial Placement

The Governing Board will annually establish a starting salary and incremental amount based upon criteria established by the board for determining the initial placement of new employees on the salary schedule. This approval will be conducted as part of the development of the Budget. The initial placement will be based on the employee's qualifications as of their first day of work.

2-19. Job Postings

The School is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the on-line job posting program which is in place for all employees. To be eligible to apply for an open position, employees must meet several requirements the School also encourages employees to refer qualified outside applicants for posted jobs. An employee should submit the referral's resume and/or completed application form to the Principal for a posted job opening.

- Should be a current, regular, full-time or part-time employee
- Been in your current position for at least six months
- Maintain a performance rating of satisfactory or above
- Should not be on an employee conduct/performance-related probation or warning

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- Must meet the job qualifications listed on the job posting
- Required to provide the employee's manager with notice prior to applying for the position

If the employee finds a position of interest on the job posting website and meets the eligibility requirements, an on-line job posting application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. The School reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

For more specific information about the program, please contact the administration.

2-20. Substitutes

The School will utilize only qualified substitutes for all employee groups. The Principal or designee will develop procedures for reporting absences, assigning substitutes and developing a substitute compensation plan.

Substitute teachers shall meet all legal requirements for substitute teachers. The rate of compensation shall be according to the annual school budget approved by the Governing Board. Records shall be kept by the Principal concerning the number of days taught by substitutes and the amount of funds expended. The Governing Board shall be informed concerning this data at periodic intervals.

Staff members who require substitutes are responsible for requesting them to their Principal and secretary or whoever else the Principal designates for substitute coordination.

2-21. Policies and Practices

The School strives to maintain the highest standards of business ethics. Employees are required to avoid any situation that involves or appears to involve conflict of interest or use of proprietary information. Compliance with these policies will help ensure a more efficient, productive, and pleasant atmosphere for you, your co-workers, and our students.

Employees are expected to rely on their judgment when evaluating situations and to seek the advice of management or the administration for clarification. Acknowledgment of and compliance with these guidelines is a condition of employment with the School.

2-22. Annual Contract

The recommendation for renewal of annual contracts are subject to completing one successful year on a probationary contract, and conditional upon the employee holding the appropriate state certification from the Department of Education and having not received two consecutive annual performance ratings of unsatisfactory, nor three consecutive needs improvement or unsatisfactory performance ratings.

2-23. Adjustments for Returning Employees

Employees returning to the School after having completed an annual evaluation will receive annual adjustments in accordance with the amounts established by the Governing Board. The annual amounts are subject to change based on the annual budget, and shall only apply to the employee's Base Salary, not to any supplemental amounts the employee receives. The adjustments shall be calculated as follows:

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Highly Effective Employees having received a "Highly Effective" rating as part of their annual evaluation shall receive the highest possible annual salary adjustment, as defined by the Governing Board.

Effective Employees having received an "Effective" rating as part of their annual evaluation shall receive an adjustment equal to 50 percent of the adjustments awarded to the Highly Effective Employees.

Other Rankings Employees not receiving either Highly Effective or Effective will not be eligible for a performance adjustment and will only be given the cost of living adjustment if one is established by the Governing Board.

Any employee receiving a "less than satisfactory overall year-end evaluation" will not necessarily receive a salary increase the following year.

If an evaluator gives an administrator an overall score of "Needs Improvement" or "Unsatisfactory," he/she must tell the administrator there will be no pay increase for the following school year.

2-24. Degree Stipend

A degree utilized for salary purposes must have been awarded by an institution, which was accredited at the time the degree was awarded or must have been validated by an accredited institution as covered under Department of Education procedures for implementation of applicable State Board Rule. It is the employee's responsibility to provide all applicable transcripts.

2-25. Employee Evaluations

Intent

The School will conduct all employee evaluations. It is the intent of the organization that assessments of personnel be used for two reasons: 1) Determining the suitability for retention of the continuing and professional service of contract personnel; and 2) Method of assisting staff in their professional development to best impact the education of students and operation of the school. The organization acknowledges and agrees to follow all legal requirements as set forth in Florida Statute as they apply to charter schools.

Evaluation System

Professional Staff Members

The Principal will recommend to the Governing Board an evaluation system in compliance with Florida Statute for evaluating instructional and administrative personnel. The evaluation system adopted by the Governing Board will meet all requirements of Florida Statute section 1012.34. Specifically:

- The system must incorporate student performance data in the final calculation
- Utilize continuous quality improvement models
- Performance data utilized must be obtained from multiple sources

Support Staff Members

The Principal will develop and implement an evaluation matrix and form to be used for the evaluation of all support staff members which will provide feedback and guidance to support

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staff in alignment with the intent of this policy.

Performance Indicators

The final result of the evaluation system will result in one of the following annual performance levels:

- Highly Effective
- Effective
- Needs Improvement (or for employees in their first three years of employment 'Developing')
- Unsatisfactory

Annual Evaluation

Each staff member will receive a written annual evaluation each year (except for new instructional personnel, which will receive two formal evaluations), and the evaluation shall be presented to the employee by the last day of school of each year.

- **Student Performance Data.** Professional staff members shall have a portion of their annual evaluation based upon student performance indicators, as required by Florida law. If the student performance data is not available prior to the due date of the annual evaluations, the evaluations may be amended to incorporate the data once it becomes available.
- **Individual Conducting Evaluation.** Each employee shall be notified at the start of each year who their immediate supervisor is who will be conducting their annual evaluation. Teachers and support staff will be supervised by an administrative member of the staff. The Principal will be evaluated by the Governing Board.
- **Miscellaneous.** Following the completion of the evaluation, the supervisor shall meet with the employee to discuss the evaluation. Employees may provide a written response to the evaluation as a permanent attachment to the evaluation. Employees will be expected to sign the evaluation; however, the signature does not necessarily indicate consent with the findings, only that the employee has received a copy of the evaluation. If the employee refuses to sign the document, the supervisor shall provide a written amendment documenting the date the evaluation was discussed with the employee and that the employee refused to sign the document acknowledging its receipt.
- **Unsatisfactory Evaluations.** If an employee has received an unsatisfactory performance assessment or concerns exist throughout the year such as following a formal observation, the supervisor shall confer with the employee and shall make specific recommendations for actions the supervisor believes should result in improvement. The supervisor and employee shall develop a plan, which will be shared with the Principal of the organization. The plan shall include a prescribed period of time in which the corrective actions must be completed. If the employee has received an unsatisfactory evaluation, the employee shall be placed on a 90-day probationary period in which the employee shall receive assistance and training to correct the deficiencies noted in the evaluation.

2-26. Child Abuse Reporting Procedure

An employee who knows, becomes aware, or has reasonable cause to suspect that a child is an abused, abandoned or neglected child shall report to the Principal and the employee aware must call the Department of Children and Families as soon as possible. The administrator will

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assist the employee to ensure compliance with the policy. The administrator shall take reasonable action to safeguard the child while on School Board property who is alleged to have been abused, abandoned or neglected. District employee will immediately call the Florida Child Abuse Hotline, 1 800 96 ABUSE. (1-800-962-2873). Other ways to make a report: TDD (Telephone Device for the Deaf: 1-800-453-5145 and FAX: A written report with your name and contact telephone 1-800-914-0004.

When an allegation of abuse of a minor is made against a member of the faculty, staff, or volunteer, the individual may be placed on administrative leave pending the results of an investigation. When an allegation is made against a member of the student body, that student may be placed on an interim suspension pending the results of an investigation.

Signs of Physical Abuse

The child may have unexplained:

- bruises, welts, cuts, or other injuries
- broken bones
- burns

A child experiencing physical abuse may:

- seem withdrawn or depressed
- seem afraid to go home or may run away
- shy away from physical contact
- be aggressive
- wear inappropriate clothing to hide injuries

Signs of Sexual Abuse

The child may have:

- torn, stained or bloody underwear
- trouble walking or sitting
- pain or itching in genital area
- a sexually transmitted disease

A child experiencing sexual abuse may:

- have unusual knowledge of sex or act seductively
- fear a particular person
- seem withdrawn or depressed
- gain or lose weight suddenly
- shy away from physical contact
- run away from home

Signs of Neglect

The child may have:

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- unattended medical needs
- little or no supervision at home
- poor hygiene
- appear underweight

A child experiencing neglect may:

- be frequently tired or hungry
- steal food
- appear overly needy for adult attention

Look for the Patterns

- Serious abuse usually involves a combination of factors. While a single sign may not be significant, a pattern of physical or behavioral signs is a serious indicator and should be reported.
- If a child tells YOU about abuse:
 - Be a good listener. Show that you understand and believe what the child tells you. Encourage, but don't pressure him/her to talk. Ask open-ended questions.
 - Be supportive. Tell the child he/she did the right thing by coming to you. Stress that he/she is not to blame. Let the child know that you want to help.
 - Don't overreact. This can frighten the child or prevent him/her from telling you more. Do not talk negatively about the suspected abuser in front of the child.
 - Document and report it. Document your conversation as soon as you can. If possible, write down the child's exact words.
 - Don't delay. Never assume someone else will report the abuse. The sooner it's reported, the sooner the child and their family can be helped.

Reporting Misconduct

Possible penalties for instructional personnel or site administrators who fail to report misconduct may include:

- Written Reprimand
- Suspension with or without pay
- Termination of employment
- Discipline/Sanctions on an educator's certificate

Call or Report it online at: <https://reportabuse.dcf.state.fl.us/>

- Call 1-800-962-2873
- Use 711 for Florida Relay Services
- Fax your report to 1-800-914-0004

2-27. Salaried Employees

Instructional and administrative staff members shall be salaried (exempt) employees. Annually the Governing Board will evaluate the salary schedule to make necessary adjustments that are in alignment with the state and federal law and the organization's budget.

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All instructional personnel are expected to be familiar with Florida Statutes, State Board of Education Rules, and Policies of the School, which have particular reference to their responsibilities as educators. When in doubt about the existence or applicability of any such statute, rule or policy, personnel should check with the Principal. The Charter School Statute is 1002.33, F.S. and each employee should become familiar with the Florida Statutes related to charter schools. The Florida Department of Education website is also helpful when looking for information related to charter schools.

3-1. Benefits Overview

In addition to good working conditions and competitive pay, it is the School, Inc's. policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs the School provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Office Manager and/or Employee's Supervisor. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, the School (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the School intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the Office Manager and/or Employee's Supervisor.

3-2. Benefits Eligibility

Regular employees who work at least thirty seven and a half (37.5) hours per week including job-share employees are eligible for benefits, per individual contracts.

Initial Enrollment: Enrollment and change forms are due in the office within thirty (30) calendar days of hire or change of eligibility status. Enrollment becomes effective on the hiring date.

Open Enrollment: The Board provides an annual open enrollment period during which an employee may add, cancel, or change coverage.

Organizational Contribution

The organization contributes toward the cost of certain employee benefits each pay period during the school year in which a paycheck is earned. Organizational contribution amounts vary and are determined by the Board no less than annually.

Termination of Coverage

Insurance coverage ends the last day of the month in which an employee no longer meets

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3-3. Paid Holidays

When holidays fall or are celebrated on a regular workday, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in lieu of the vacation day requested.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in lieu of the leave day, which will not count toward the total leave time available to the employee.

3-4. Paid Time Off

To request PTO, employees must complete a Request for Leave and submit to the Principal. For foreseeable leaves, employees are required to notify the Principal in writing at least thirty (30) days in advance of their intent to take PTO and obtain approval from the Principal for the time off. There may be occasions that are unforeseeable, such as sudden illness, when an employee cannot notify the Principal in advance. In those situations, the employee must notify the Principal as soon as possible. Employees who are absent for more than three (3) consecutive, scheduled work days may be required to present a doctor's note or other documentation substantiating the employee's leave. PTO requests for vacation, for periods of more than five (5) consecutive, scheduled work days may not be approved.

The School provides 10 personal/sick days total with pay to eligible full-time employees. Blackout policy applies to state approved window for FSA testing, including:

- One week prior to the first day of testing;

- During the scheduled two-week window for testing;

- One week after the last day of testing.

Any callouts during the blackout window will not be paid.

5 Days or 40 hours of the PTO amount is loaded on the first day of the Fall Semester and 5 Days or 40 hours is loaded in the Spring Semester.

New employees may not use PTO until after 24 days of continuous employment.

No vacation days will be approved two weeks before School opens or the last two weeks of school.

No sick or vacation days will be approved during state approved window for FSA testing.

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physician's statement must be provided verifying the illness or injury and its expected date of resolution.

Employees cannot use more PTO than they have earned. Employees who have depleted all of their PTO days and need additional time off due to medical or health reasons should contact the administration to discuss whether the employee is entitled to any unpaid leave under the School's FMLA policy, or other policy, or applicable law.

If an exempt or non-exempt employee takes a PTO day without having any PTO days available for use, the day will be deducted from the next paycheck. Use of PTO days without having one available is subject to discipline up to and including separation.

Employees are encouraged to use their PTO time during the fiscal year in which it accrues (July 1 – June 30), however, up to sixty four (64) hours of accrued but unused PTO time may be carried forward to the following fiscal year.

Upon termination of employment employees who have been employed may elect to receive compensation for fifty percent (50%) of the unused PTO days earned by such employee. In all cases, payment for such unused PTO days shall be calculated in accordance with the employee's then-current rate and paid with the employee's last paycheck from the School.

3-5. Family Medical Leave Act (FMLA)

Eligible Employee

Any employee who has worked at the School for at least twelve (12) months or fifty-two (52) weeks is eligible for FMLA leave.

Reasons for Leave

To qualify as FMLA leave under this policy, the leave must be for one of the reasons listed below:

- The birth of a child and in order to care for that child (applies to both mothers and fathers).
- The placement of a child for adoption or foster care and to care for the newly placed child (applies to both mothers and fathers).
- To care for a spouse, child or parent with a serious health condition.
- The serious health condition of the employee.
- Qualifying exigency leave for families of members of the National Guard or Reserve or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.
- To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member.

Leave Entitlement

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An eligible employee is entitled to take up to a total of twelve (12) weeks of unpaid FMLA leave in a 12-month period, to be measured on a rolling 12-month basis from the commencement date the employee uses FMLA leave. An eligible employee taking leave under Section (2)(f) shall be permitted to take up to 26 workweeks of leave in a twelve (12) month period.

Use of Leave

The employee may take FMLA leave consecutively, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for a covered service member with a serious injury or illness pursuant to Section (2)(f) above).

Requesting FMLA Leave

Employees needing FMLA leave must attempt when reasonable to schedule their leave so as to minimize disruption to the School's operations. All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the Principal. When the need for the leave is foreseeable, the employee must provide the employer with at least thirty (30) days' notice. When an employee becomes aware of a need for FMLA leave less than thirty (30) days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day.

Notice of Rights

Within five (5) business days after an employee requests leave that may qualify as FMLA leave, the School will provide the employee with the Department of Labor Notice of Eligibility and Rights.

Certification

The School may request that employees requesting FMLA leave pursuant to Sections (2)(c) through (2)(f) provide certification of the need for the FMLA leave using one of the proper Department of Labor certification forms. The employee must respond to a request for certification within fifteen (15) days of the request or provide a reasonable explanation for the delay. Within five (5) business days after the employee has submitted the appropriate certification form, the School will complete and provide the employee with a written response to the employee's request for FMLA leave using the Department of Labor Designation Notice.

Paid Leave

Employees are required to use any accrued paid sick and personal leave concurrently with FMLA leave. Any such paid leave taken will be counted toward the allowable twelve (12) weeks of FMLA leave.

Maintenance of Group Medical Insurance

While an employee is on leave, the School will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company may require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium.

Job Restoration

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Upon return from FMLA leave, an employee shall be restored to the same or an equivalent position. An equivalent position is one that is virtually identical as far as pay, benefits, and other working terms and conditions, and must involve the same or substantially similar duties and responsibilities. An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from a health care provider stating that the employee is able to resume work.

Non-FMLA Leave

The School may allow employees who do not qualify for FMLA leave to take up to ninety (90) school days of non-FMLA leave for any reason that would otherwise qualify for FMLA leave. Such requests will be considered on a case-by-case basis. The procedures outlined in this policy for FMLA will apply equally to requests for non-FMLA leave.

3-6. Lactation Breaks

The School will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid, subject to applicable law.

The School will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall for the employee to express milk in private. This location may be the employee's private office, if applicable. The School may not be able to provide additional break time if doing so would seriously disrupt the School operations, subject to applicable law. Please consult the administration if you have questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

3-7. Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their Supervisor. Failure to follow School procedures may affect the ability of the employee to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

3-8. Jury Duty

The School realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

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Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the School during such week.

3-9. Bereavement Leave

An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor as soon as possible. If an employee leaves work early on the day he or she is notified of the death, that day will not count as bereavement leave.

In addition to bereavement leave, an employee may, with his or her supervisor's approval, use any available PTO for additional approved time off as necessary. Employees may be required to provide documentation with regard to their bereavement leave.

Bereavement pay is calculated based on the base pay rate at the time of absence.

Paid bereavement leave will be granted according to the following schedule:

- Employees are allowed up to three consecutive or non-consecutive days off within a reasonable period from regularly scheduled duty with regular pay in the event of the death of the employee's spouse, domestic partner, child, stepchild, parent, stepparent, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, brother, sister, stepbrother, stepsister, or an adult who stood in loco parentis to the employee during childhood.
- Employees who are designated as power of attorney are allowed up to five consecutive days off from regularly scheduled duty with regular pay in the event of death.
- Employees are allowed one day off from regular scheduled duty with regular pay in the event of death of the employee's brother-in-law, sister-in-law, aunt, uncle, grandparent, grandchild or spouse's grandparent.
- Employees are allowed up to four hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the company, provided such absence from duty will not interfere with normal operations of the company.

3-10. Voting Leave

In the event an employee does not have sufficient time outside of working hours to vote in a nationwide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, your Supervisor should be notified at least two days prior to the voting day.

3-11. Insurance Programs

Full-time employees may participate in the City's insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves.

Upon becoming eligible to participate in these plans, you will receive summary plan descriptions

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(SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to speak to the administration if you have any further questions.

3-12. Reserved

3-13. Reserved

3-14. Reserved

If the employee⁵ is eligible for FMLA leave, and is offered a TDA with duties he/she can perform, he/she may choose to exercise their right to take FMLA leave instead of returning to work in the TDA. However, such employees may lose their temporary (wage loss) workers' compensation benefits because they declined available work. An employee with a workers' compensation injury who reaches maximum medical improvement (MMI) will no longer be considered for TDA.

The period of time employed in a TDA will not count against the employee's FMLA leave entitlement or an employee's right to job restoration. However, the right of a FMLA eligible employee, who is performing TDA, to restoration to the same or an equivalent position based on the FMLA terminates upon expiration of the twelve (12-) month period used to determine the amount of available FMLA leave.

Employees on workers' compensation leave who are not eligible under the FMLA may be offered a TDA at the sole discretion of the [School Name]. In such a case, if a TDA is offered, an employee's failure or refusal to accept the position will be deemed to be a voluntary resignation. However, an employee may use any accrued paid leave if a TDA ends or if no TDA has been offered, or in lieu of taking a TDA.

3-15. Retirement Plan

Eligible employees are able to participate in the Florida Retirement System.

3-16. Reserved

3-17. Performance Based Bonuses

The Governing Board may from time to time elect to assign employee bonuses if the annual budget allows for such bonuses to be made. All bonuses must be approved by the Governing Board and be applied uniformly amongst employees of similar employee categories.

If the available funds do not allow the organization to fully fund the bonus schedule as defined by the Governing Board, all amounts will be prorated to match the available funds equally among all benefits to be awarded.

3-18. Other Bonuses

If the Governing Board elects to give a bonus that is not Performance Based, the bonuses must be delivered uniformly among all employees within the employee category. Bonuses to individual employees are not allowed unless using the performance- based bonuses described above. Any bonuses must comply with the requirements of law.

Section 4 - Leaves of Absence

4-1. Military Leave

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage while employees are away.

4-2. Domestic Violence Leave

An employee who has worked for the School, Inc for at least three (3) months may be granted up to three (3) days of unpaid leave in any 12-month period if the employee or a family or household member of an employee is the victim of domestic violence.

Leave may be used to:

- Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence or sexual violence;
- Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- Obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
- Make their home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- Seek legal assistance in addressing issues arising from the act of domestic violence.

"Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Except in cases of imminent danger to the health or safety of an employee or his or her family or household member, three (3) days advance notice of the need for leave is required. Sufficient documentation of the act of domestic violence, such as a restraining order, police report or order to appear in court, is also required. Requests for leave and documents in connection with this leave will be kept confidential to the extent permitted by law.

4-3. Personal Leave of Absence without Pay

All unpaid leave must be approved by the employee's direct supervisor. Should a situation arise that temporarily prevents an employee from working, he/she may be eligible for a personal leave of absence without pay not to exceed 12 continuous weeks. However, employees must be employed for the 1 year probationary period prior to the requested leave. Any request for a leave of absence without pay must be submitted in writing as far in advance as possible and it will be reviewed on a case-by-case basis by the Principal. The decision to approve or disapprove is based on the educational requirements of the students, the business needs of the school, the length of time requested, the employee's job performance and attendance and punctuality record, the reason for the leave, the employee's absence will have on the work in the department and the expectation that the employee will return to work when the leave expires. Leaves of absence will be considered only after all PTO leave has been exhausted.

Any planned salary increases for an employee returning from an unpaid leave of absence without pay will be deferred by the length of the leave, unless subject to federal or local law.

Due to the nature of our business, the organization cannot guarantee either that an employee's job will remain available or that a comparable position will exist when return from an unpaid leave is sought. When an employee is ready to return from a leave of absence without pay, the organization will attempt to reinstate the employee to his/her former position or to one with similar responsibilities. If the position or a similar position is not available, the organization will search for a suitable position for 30 days from the date the unpaid leave was to officially end. The employee will not be paid for this time. If the employee has not been placed by the end of this period, he/she will be administratively terminated.

An employee who returns to work following an unpaid leave will be considered as having continuous service. If an employee does not return from an unpaid leave of absence without pay, the termination date is the last day of the authorized leave period or the date the employee notifies the Principal that he or she is not returning, whichever is earlier. Employees who have been administratively terminated pursuant to this paragraph may be considered for reemployment.

4-4. Witness Leave

You may be absent from assigned duties and may receive your regular salary, plus any witness fees, while serving as a witness in any court case or other legal or administrative proceeding under the following conditions.

- You have been Subpoenaed by the court or agency having subpoena powers.
- You would need to submit a copy of the Subpoena or letter from either attorney in the case to your supervisor.

In the event you are excused from further attendance by the court, you shall return to your place of assignment as soon as possible. Leave forms are to show an adjustment. The School will provide up to 24 hours of witness leave.

Section 5- Accounting and Finance

5.1 Guidelines for Handling School Funds

As a teacher and/or sponsor of a particular extracurricular school club or activity, it may be necessary for you to collect and receive money from students in your classes or extracurricular club/activity.

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Before any money is solicited from students or parents, administration must give formal approval of the activity.

The following are the School's policies that must be adhered to when handling these monies:

1. Written receipts should be prepared in duplicate and a copy issued to the individual from whom monies over \$5.00 are received.
2. Teachers and sponsors are responsible for keeping duplicate receipt copies and turning them in to the Principal or designee (Lourdes Morales) when funds are submitted for deposit. Receipts should be accurate and filled out completely (name, date, and amount). If a mistake is made in preparing a receipt, both copies are marked "VOID", and a new receipt should be made.
3. Report any stolen or missing funds in writing to the Principal as soon as it is discovered. Keep a copy for your records.
4. On a regular basis, check the status or balance of your account/fund and report in writing to administration any suspected discrepancies. Account information is available upon request from the Principal. No checks shall be drawn on a school fund account without a balance sufficient to cover the check request or without proper authorization.
5. All monies collected should be turned into the Principal by the end of the school day.

5.2. Cash

The School will not receive payments in cash.

5.3. Internal Fund Account

Internal Funds are used by clubs, service organizations and athletics. These groups have either fundraised or generated funds for their accounts after approval from the Principal. All money collected by the School must be substantiated by pre-numbered receipts, consecutively numbered class receipt records, reports of monies collected, pre-numbered tickets, reports of tickets issued and sold or another auditable record. The School has pre-numbered receipt books issued by the School that must be used in compliance with this state-mandated policy. All monies collected must be turned in to the Principal no later than the next business day. This money must be recorded on a "Money Collected Form" (MCF). The Principal will verify the total amount deposited. In order to request money from an internal account, a Check Request Form must be completed and approved by the Principal at least 5 work days prior to when the check is needed.

Complete the "Check Request Form" with all required information including the organization account name, name of payee, the amount you are requesting and a brief detailed account of the expenditure. A receipt for any items purchased must accompany all check requests. If a check must be cut in advance of a purchase and a receipt is unavailable at the time of the check request, the appropriate receipt must be submitted within 2 days of check receipt or request will not be approved. Internal funds for clubs or athletic teams should be spent during the fiscal year. Account balances will not roll-over to the next fiscal year.

5.4. Procedures for Collecting and Safeguarding Money

All requests for money from students or parents must be authorized by the Principal.

- All monies generated by student activities must be properly safeguarded and the person having custody of the money is to be fully accountable for it. The teacher or sponsor is responsible for all money until checked in and receipted by the Principal.

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- Never leave collected money unlocked in the classroom or office.

Monies collected from school activities are to be turned in to the Principal on the day it is collected, when applicable. All money collected from students or parents must be accounted for and listed on the "Money Collected Form" (MCF) in of this document. Students are never to submit money to the Principal and Personnel Services on behalf of a staff member. Only a staff member may submit deposits with a MCF.

5.5. Purchasing Procedures

The School operates under the rules and regulations of the State of Florida. All expenditures WITHOUT EXCEPTION must be processed through the prescribed purchasing channels. An approved school purchase order must be pre-approved by the Principal before an order is placed. Any items/expenditures purchased without abiding by these procedures may result in the items being returned to the vendor or personal payment by the individual to the vendor. Any deviations from these procedures must be made in advance in writing through the Principal with the appropriate administrator's approval.

5.6. Supplies; Expenditures; Obligating the School

Only authorized persons may purchase supplies in the name of the School no employee whose regular duties do not include purchasing shall incur any expense on behalf of the School or bind the School by any promise or representation without written approval.

5.7. Purchase Orders

Before placing a purchase order make sure the purchase request is approved by the direct supervisor and the vendor/supplier you select accepts a school purchase order. If necessary, contact the Principal to assist you in finding vendors/suppliers. Online or purchases requiring use of a credit card should not be requested without prior administrative approval from the Principal.

GO purchase order forms should include the following information:

- Vendor Name, address, contact and FAX information
- Quantity, item number, units, unit price, total, description of items and any shipping and handling fees
- The school is Tax Exempt so there should never be a charge for taxes
- How the purchase will be funded (department, sponsorship, athletics, club etc.)

The preferred payment method is through vendor invoices and corporate checks. This method allows for budget compliance and ensures that the organization gets certain discounts and does not pay sales taxes.

5.8. Tax Exemption

All school entities are exempt from state sales tax. The documentation is available upon request from the Director of Student and Personnel Services. All purchasers should provide this information to vendors at the time of purchase and do what is feasible to ensure that they are not paying state sales tax on purchases. The tax exemption is for school approved purchases only.

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5.9. Business Expenses and Reimbursement of Funds

Any expense that is requested for reimbursement must be authorized by the Principal prior to the expenditure. If authorization by the Principal is not obtained prior to the purchase, no reimbursement will be made. There will be no exceptions. All purchases must be reasonable and made for the sole purpose to benefit the students and school.

School employees will be reimbursed for all approved business- related expenses, upon submission of an accurate and receipted Check Request. All requests for the expenditure of funds must be approved by the Principal prior to purchase. Unapproved purchases shall not be subject to reimbursement. All invoices must be checked for accuracy and signed by the employee making the purchase.

When it is absolutely necessary to buy something for which the staff member expects to be reimbursed and which cannot be directly charged to the school, the staff member shall secure a signed sales slip or invoice marked PAID before making a request for reimbursement. NO reimbursement shall be made on purchases made without prior approval. No member of the administrative, instructional, or non-instructional staff is authorized to contract for services without the express written consent from the Principal.

5.10. Cafeteria Procedures

Employee and student lunches are catered with various approved vendor services. Students enroll online with Lunch Time on the School website. Teachers may add monies to their own personal accounts the same way.

5.11. Separation of Duties

In compliance with Florida State Law, the School will ensure there is a Segregation of Financial Duties Policy, which ensures one individual should not be responsible for all aspects of a financial transaction.

Section 6 - General Standards of Conduct

6-1. Workplace Conduct

The School endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense, and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including a recommendation for separation, at the School's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

- Obtaining employment on the basis of false or misleading information.
- Stealing, removing, or defacing the School property or a co- worker's property, and/or disclosure of confidential information.
- Completing another employee's time records without authorization.
- Violation of safety rules and policies.
- Violation of school Drug and Alcohol-Free Workplace Policy.
- Fighting, threatening, or disrupting the work of others or other violations of school

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policies.

- School's Workplace Violence Policy. Failure to follow lawful instructions of a supervisor.
- Failure to perform assigned job duties.
- Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
- Gambling on school property.
- Willful or careless destruction or damage to school assets or to the equipment or possessions of another employee.
- Wasting work materials.
- Performing work of a personal nature during working time.
- Violation of the Solicitation and Distribution Policy.
- Violation of school Harassment or Equal Employment Opportunity Policies.
- Violation of the Communication and Computer Systems Policy.
- Unsatisfactory job performance.
- Any other violation of school policy.

No employee is permitted to bring their household pets to work. Service animals are permitted on campus, provided that the animal's presence does not create a danger to others and does not impose an undue hardship upon the School.

The School encourages employees to participate in lawful political activities. Participating in these activities must be conducted on the employee's own time and should in no way suggest the School's support.

Note that all employees are employed at-will, and the School reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The School will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, the School will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

Interaction with Students

- Maintain a professional barrier between you and students. You are the adult, the teacher, and the professional; act like the expert, not like another one of the "kids".
- Keep the classroom door open when talking with students.
- Refer students to the appropriate resource person for counseling and/or discussions about personal matters.
- Do not flirt with students.
- Do not discuss your personal life or personal matters with students. Do not discuss your husband, wife, girlfriend, boyfriend, or dates with students.

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- Use verbal praise and reinforcement.
- Know your school policies and District and State laws governing corporal punishment. Establish and follow a consistent behavior plan. Treat each student with respect. Know the student's rights.
- Chaperone only School-sponsored functions. Do not socialize with students. If you chaperone a field trip, put in writing what your responsibilities will be. Do not take children home with you.
- Do not make telephone calls or write notes of a personal nature to students.
- Do not harass students: respect their differences, What you intend as humor may, in fact, be cultural bias or harassment.
- When monitoring after school functions, have more than one student in the room at one time. Alternatively, combine your after-school functions with that of another teacher.
- Record Keeping And Accounting Procedures. Know the laws, School Board policies, and school rules, and follow them. Know your rights. Know your school policies and district and State laws regarding collecting money, purchasing materials and equipment, and follow them. Work in pairs when collecting large amounts of money.
- Establish a policy regarding your grading system consistent with school and District policies, where applicable. Give a written explanation of it to students and parents at the beginning of the year or when they begin your class or unit of instruction.
- Establish a policy regarding your behavioral management system. Give a written explanation of it to students and parents at the beginning of the year or when they begin your class unit of instruction.

All school-sponsored activities, such as field trips and after-school events, shall be supervised according to the following schedule and based on the age of the youngest member of the group:

- 5 years of age or younger: 1 staff member per every 6 students

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- 6-8 years of age: 1 staff member per every 8 students
- 9-14 year of age: 1 staff member per every 10 students
- 15 years of age and older: 1 staff member per every 12 students

Reputation In The Community

- Keep your coworkers and supervisors informed; work and communicate as a team; plan and teach together.
- Communicate with parents and document your communication.
- Dress and act appropriately and professionally. You are a role model in the community as well as in the school; be a good example for students.
- Use common sense and good judgement. Ask yourself how someone else could perceive your comments or actions. Ask yourself if your comments or actions could be taken out of context and/or misinterpreted.
- Avoid putting yourself in a position where you have to defend, explain, or justify your behavior or actions. Avoid putting yourself in a position where it is your word against another person's word.
- Maintain a professional reputation in the community. Even when you are off the job, use discretion.

6-2. Punctuality and Attendance

Employees are hired to perform important functions at the School. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and Supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including separation.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify Supervisors as early as possible, but no later than the start of the workday. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of four (4) consecutive workdays generally will be considered a voluntary resignation of employment with the School

6-3. Use of Communications and Computer Systems

The School's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other the School policy. This includes voicemail, e-mail, and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the School systems.

The School may access the voicemail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the School deems it appropriate to do so. The reasons for which the School may obtain such access include but are not limited to maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring

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compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that the School operations continue appropriately during an employee's absence.

Further, the School may review Internet usage to ensure that such use with the School property, or communications sent via the Internet with the School, are appropriate. The reasons for which the School may review employees' use of the Internet with the School property include but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that the School operations continue appropriately during an employee's absence.

The School may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The School's policies prohibiting harassment, in their entirety, apply to the use the School, Inc's. communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, or any other characteristic protected by federal, state, or local law.

Further, since the School's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

6-4. Use of Social Media

The School respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter, or similar site, including but not limited to Facebook and LinkedIn. However, to protect the School interests and ensure employees focus on their job duties, employees must adhere to the following rules:

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn, or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether an employee is posting something on his or her own blog, web page, social networking, Twitter, or similar site or on someone else's, if the employee mentions the School and also expresses either a political opinion or an opinion regarding the School's actions that could pose an actual or potential conflict of interest with the School, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not

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The School's. position. This is necessary to preserve The School's. good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter, or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous, or violent is forbidden. The School policies apply equally to employee social media usage.

The School encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment.

Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including separation.

6-5. Personal and School-Provided Portable Communication Devices

School-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through the School's. networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a School.-provided or personal device, employees must comply with applicable the School guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a School.-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If an employee who uses a personal PCD for business resigns or is discharged, the employee will be required to submit the device to the IT department for resetting on or before his or her last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, the School information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of the School information. This is the only way currently possible to ensure that all the School's. information is removed from the device at the time of termination. The removal of the School information is crucial to ensure compliance with the School's. confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a School issued device, the School's. electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

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Employees who drive on the School business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking, or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and emailing while driving are prohibited in all circumstances.

6-6. Inspections

The School reserves the right to require employees while on the School's property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on the School or client property, and work areas. This includes lockers, vehicles, desks, cabinets, workstations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the School or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

6-7. Smoking of Tobacco Products on School Property

Smoking, including the use of e-cigarettes, is prohibited on the School premises and in all vehicles.

The purpose of this policy is to comply with the "Florida Clean Indoor Air Act" in protecting the public health, comfort, and environment by creating areas in all school facilities that are free from tobacco smoke. No person may be in possession of a lighted cigarette, lighted pipe, lighted cigar, or any other lighted tobacco product, or e-cigarette in any school facility, including the outside grounds, or within 100 feet of any building or area used by the organization. No areas for smoking shall be designated on the organization's property, or within 100 feet of any building or area used by the organization. Students and staff members found in possession of tobacco products will face disciplinary actions as described within this policy manual. Other adults found in possession may be restricted from access to organizational property based on the circumstances of the incident.

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6-8. Personal Visits and Telephone Calls

Disruptions during work time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompany them anywhere in our facilities other than the reception areas.

Only authorized visits are allowed on School campus. All authorized visitors must enter the School via the main office, and authorized visitors will receive directions or will be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on the School's campus, employees should immediately notify the Principal or, if necessary and safe to do so, direct the individual to the main office area.

6-9. Solicitation and Distribution

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time an employee is engaged, or should be engaged, in performing his/her work tasks for the School. Solicitation of any kind by non-employees on the School premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the School is prohibited at all times. Distribution of literature by non-employees on School premises is prohibited at all times.

6-10. Bulletin Boards

Important notices and items of general interest are continually posted on our bulletin boards. Employees should make it a practice to review it frequently. This will assist employees in keeping up with what is currently at the School. To avoid confusion, employees should not post or remove any material from the bulletin board.

6-11. Confidential School Information

During the course of work, an employee may become aware of confidential information about the School's business, including but not limited to information regarding the School finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers and customers and potential customers. An employee also may become aware of similar confidential information belonging to the School's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the School may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

6-12. Confidentiality & FERPA

Employees, volunteers, and board members are bound by ethical and legal codes to protect the

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confidentiality and privacy of our students and their families and to protect and maintain the confidentiality of all information related to them. Confidential communications include conversations, grades, progress, reports, forms, correspondence, and computer-generated communications with, about or involving in any way any students or their families. This information is protected by the Family Educational Rights and Privacy Act (FERPA). Employee may also be required to sign a non-disclosure agreement as a condition of employment.

6-13. Academic Freedom

It is the rightful duty of a qualified teacher to encourage within students a never-ending search for truth in its many forms. Such a search may inevitably lead to areas of controversy. It is the belief of the organization that discussion of such issues, dealing with local, state, national and international affairs, shall be encouraged. Free, logical, and intelligent dialogue within the classroom is a necessity in the search for truth. Such freedom of expression should be viewed, not simply as a constitutional guarantee, but as a fundamental necessity for the successful practice of scholarship in a free society. All sides of such controversial issues shall be presented where reasonable and feasible in the judgment of the teacher and Principal.

It is recognized that the application of this principle in a K-12 program differs somewhat from its application at higher educational levels. Teachers shall consider the relative level of maturity of their students and their need for guidance in the study of issues to arrive at objective and balance views.

Teacher use of potentially controversial materials: It is the responsibility of the teacher (or other instructional staff member) that intends to use materials that may be considered offensive to reasonable persons within the community, to notify the Principal of the potentially controversial materials. It is the Principal's responsibility to ensure that the materials used are at grade level or below, and appropriate and consistent with the Florida Standards. If the materials are potentially controversial, a notice will be sent home to the parents giving them the opportunity to allow their student to do an alternative project.

6-14. Conflict of Interest and Business Ethics

It is the School's policy that all employees avoid any conflict between their personal interests and those of the school. The purpose of this policy is to ensure that the School's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the School. It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

- Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the School, by any employee who is in a position to directly or indirectly influence either the School's decision to do business, or the terms upon which business would be done with such organization;
- Holding any interest in an organization that competes with the School.;
- Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the School or which competes with the School.;
- Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the School

EXHIBIT B

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is your responsibility to immediately report any actual or potential conflict that may exist between you (and your immediate family) and the School. Family relationships between employees are not discouraged, but must be disclosed as soon as the family member is hired with the school as the School is required to report any family relationships between employees to the district.

6-15. Code of Ethics and Principles of Professional Conduct Training

All employees shall be offered the opportunity to go through training on Principles of Professional Conduct in the Education Profession and must abide thereby.

6-16. Ethical Standards

All employees are required to comply with SBE Rule 6B-1.001, Code of Ethics of the Education Profession in Florida and SBE Rule 6B-1.006, Principles of Professional Conduct for the Educational Professional in Florida.

6-17. Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their Supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the School property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including separation.

Employees must obtain written permission from their direct supervisor or principal to remove any school/facility property from the premises. No employee should misuse or use without authorization equipment, vehicles, or other property of students and/or parents, vendors, other employees, or the School.

Further, the School is not responsible for any damage to employees' personal belongings unless the employee's Supervisor provided advance approval for the

employee to bring the personal property to work.

6-18. Health and Safety

The health and safety of employees and others on the School property are of critical concern to the School and the School intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the School's premises, or in a product, facility, piece of equipment, process, or business practice for which the School is responsible should be brought to the attention of management immediately.

Periodically, the School may issue rules and guidelines governing workplace safety and health. The School may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.

6-19. Hiring Relatives/Employee Relationships

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, the School may refuse to recommend the hiring or placement of a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or recommended to be separated from employment, at the discretion of the School. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The School generally will attempt to identify other available positions, but if no alternate position is available, the School retains the right to decide which employee will remain with the School.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. The School will also abide by all other anti-nepotism requirements applicable to charter schools.

6-20. Employee Dress and Personal Appearance

You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment/clothing. Please contact your Supervisor for specific information regarding

EXHIBIT B

acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire.

6-21. Publicity/Statements to the Media

All media inquiries regarding the position of the School as to any issues must be referred to the Principal. Only the Principal is authorized to make or approve public statements on behalf of the School. No employees, unless specifically designated by the Principal, are authorized to make those statements on behalf of the School. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the School must first obtain approval from the Principal.

6-22. Operation of Vehicles

All employees authorized to drive the School.-owned or leased vehicles or personal vehicles in conducting school business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

An employee must have a valid driver's license in his or her possession while operating a vehicle off or on the School property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

The School-owned or leased vehicles may be used only as authorized by management.

6-23. Business Expense Reimbursement

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the Business/Finance Manager along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

6-24. School Property

Employees must obtain written permission from their Manager, Principal or Director to remove any school/facility property from the premises. No employee should misuse or use without authorization equipment, vehicles, or other property of students and/or parents, vendors, other employees, or the School.

6-25. Dual Employment

An employee may provide services regarding a non-school developed curriculum or program or participate in programs sponsored by other agencies when approved in writing by the Principal or his/her designee. An employee who chooses to request temporary paid leave when engaged

EXHIBIT B

in such activities must remit to the organization any remuneration (honorariums, stipends, consultant service fees, etc.) received. In addition, the employee shall remit any travel expense reimbursement provided by the sponsoring agency to the organization when the organization is liable for travel expenses authorized by the approved request.

An employee may not retain such compensation without utilizing personal leave chargeable to Paid Time Off (PTO), or personal leave without pay. An employee wishing such compensation must request the leave through the submittal and approval of the prescribed forms. The organization will not be responsible for workers' compensation or liability protection or any benefits for employees on personal leave.

An employee providing consultation concerning a curriculum developed by the organization or an individual school operated by the organization, must remit to the School any remuneration received.

6-26. Outside Employment

It is important that other employment and outside interests do not interfere in any way with an employee's primary job with the School. An employee should be careful that extra hours of work do not affect the safe performance of his/her regular job. Employees are encouraged to discuss any potential outside employment with a supervisor. Employees with outside employment will be subject to the same Performance Evaluations as those employees without outside employment.

6-27. Preparation for Absence

Permanent teachers play an important role in the success and/or stress of a substitute teaching assignment. Listed below are 10 suggestions that can simplify the task of substitute teaching and foster meaningful instruction.

- Keep an accurate seating chart.
- Make a list of reliable students the substitute teacher can call on for assistance.
- Display class rules or expectations and consequences prominently in the room.
- Prepare the class early in the year for a substitute teacher by clearly setting academic, social, and behavioral expectations.
- Provide a highlighted map of the school with the restrooms, cafeteria, teachers' lounge, music room, principal's office, emergency exits, copy machine, etc.
- Write down the names of neighboring teachers.
- Prepare a general class schedule that outlines daily routines. At the middle or high school level indicate the beginning and ending time of each class period, your prep time, and assembly schedule.
- Inform substitute teachers about teaching assistants who work in your room and leave specific instructions for these individuals.
- Address common issues which the substitute teacher will be confronted with:
 - Are students allowed to leave class to go to the restroom?
 - Are students ever allowed to leave class early for lunch, recess, or sporting events, etc.?

EXHIBIT B

- Is more than one student allowed out of the room at a time?
- Do students leaving the room need a hall pass?
- Do students usually work in groups or independently?
- Do you help supervise in the cafeteria or have any other extra duties outside of the classroom that the substitute teacher needs to carry out?
- Should students hand in their work to the substitute or keep it until you return?
- Leave real lessons and engaging activities for substitute teachers to teach, rather than videos and busy work.

6-28. Reporting Requirements

It is the duty of all employees to promptly report to the Principal or the Board Chairperson any alleged misconduct by any employee that affects the health, safety, or welfare of a student. Failure of an employee to report such misconduct shall result in disciplinary action. The report may be made verbally, however, the Principal or Board Chairperson may request a written explanation, which the employee shall be required to provide.

6-29. Investigation

The Principal shall investigate any allegation of misconduct by an employee that affects the health, safety, or welfare of a student. In the event that the allegation is made against the Principal, the Governing Board Chairperson may contact the authorizing school district or the governing board's legal counsel to assist with investigating the situation.

Upon receiving a complaint of misconduct, a prompt preliminary investigation will be undertaken to determine if a reasonable basis exists. If the allegation warrants further investigation, the employee who is alleged to have committed such misconduct shall be reassigned to a position not requiring direct contact with students or shall be placed on administrative leave with pay pending the outcome of the investigation.

Information related to the alleged misconduct shall be confidential during the investigation.

6-30. Grievances

The School supports voluntary resolution of work-related conflicts, problems, and concerns. It is a firm belief of the School that most of these issues can be handled quickly and appropriately to everyone's satisfaction. To address concerns at the root level, employees should bring their work-related concerns with the Principal as soon as practical.

Grievance Definition

Any complaint by an employee concerning any aspect of the employment relationship other than merit increases, performance evaluations and job reclassifications, unless such exceptions include an allegation of prohibited discrimination or other illegality.

Procedures

- Should an employee or the employee's representative feel, after discussion with the Principal, that employee's rights under the School policy have been violated, the employee may originate a grievance within ten (10) days of the date the alleged act occurred by presenting the facts in writing to the Principal.

EXHIBIT B

- The decision of such official shall be made in writing to the employee within ten (10) days after receipt of the grievance. For an alleged act of prohibited discrimination, an employee has a 180-day filing period.
- Should the employee decide the reply is unsatisfactory, the employee or the employee's representative shall, within five (5) days, submit an appeal to the School Personnel Grievance Representative (TBD).
- The School Personnel Grievance Representative shall respond in writing to the grievance within five (5) days from the date of the review. If the grievance is resolved, no further action will be necessary.
- If the grievance is not satisfactorily resolved, the employee or the employee's representative may appeal within five (5) days after receipt of response to the Chair of the Board of Directors for the purpose of reviewing the grievance. The matter will be reviewed within ten (10) days after receipt of grievance and the decision of the Board of Directors, upon such review, will be final.

6-31. References

The School will respond to reference requests through the administration. The School will provide general information concerning the employee such as date of hire, date of separation, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the administration.

Only the administration may provide references on behalf of the School.

6-32. Termination

Termination of employment is a standard aspect of personnel management within any organization, and many reasons for such terminations are routine in nature. The following are examples of some of the most common circumstances that may lead to the termination of employment:

- **RESIGNATION** - Voluntary termination of employment initiated by the employee requires that the employee provide reasonable notice to their Supervisor, ideally at least two (2) weeks in advance. Upon separation from the School, all School property—such as keys, security cards, parking passes, laptops, uniforms, and other items—must be returned. Additionally, employees are required to return all Confidential Information belonging to the School at the time of their departure. In accordance with applicable laws, employees may be responsible for reimbursing the School for any lost or damaged property, which may be collected through lawful payroll deductions. It is important to note that all employees are employed at-will, and this handbook does not alter that status.
- **DISCHARGE** - involuntary employment termination initiated by the School. The School may choose to terminate an employee as a part of the progressive discipline process or for any other reason at the School's discretion. In Florida, employment is at-will and nothing in this handbook or the employee's contract will change the at-will employment relationship.
- **RETIREMENT** – Retirement is a voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the School. Once an employee has decided to retire, they should formally notify their Supervisor. This notice should be provided in writing and should specify the intended retirement date, allowing adequate time for transition planning.

Employee benefits will be affected by employment termination in the following manner:

6-34. Exit Interviews

Employees who resign are requested to participate in an exit interview with the Principal, if possible.

6-35. A Few Closing Words

This handbook is intended to give employees a broad summary of things they should know about the School. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, the School., in its sole discretion, may always amend, add to, delete from, or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about the School or its personnel policies and practices.

General Handbook Acknowledgment

This Employee handbook is an important document intended to help you become acquainted with the School. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the School's operations may change, the contents of this handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgement of this Employee Handbook.

I have received and read a copy of the School's Employee handbook. I understand that the policies, rules, and benefits described in it are subject to change at the sole discretion of the School at any time.

I further understand that my employment is terminable at will, either by myself or the School with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of the School other than the Principal may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the School's Employee handbook.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

Attachment S

Enrollment Application

EXHIBIT B

Newberry Community School
Sample Enrollment Application

2026-27 School Year

STUDENT INFORMATION

First Name		Middle Name		Last Name	
Primary Home Address			City	State	Zip
Birthdate		Current Grade Level		Grade Level Applying For	
Currently Enrolled School (or Most Recent)				Location of Current School	

PARENT/GUARDIAN #1 INFORMATION

First Name		Last Name		Relationship	
Address (if different than student)			City	State	Zip
Email Address		Home Phone		Mobile Phone	

PARENT/GUARDIAN #2 INFORMATION

First Name		Last Name		Relationship	
Address (if different than student)			City	State	Zip
Email Address		Home Phone		Mobile Phone	

LOTTERY PREFERENCES

The following enrollment preferences are available to families, giving students an increased chance of being selected during any lottery. Newberry Community School has established an attendance zone within the Urban Services Boundary for the City of Newberry, which includes a radius of approximately three miles. Students whose primary residence is within the attendance zone are given preference over all other students. Students living outside the attendance zone may still apply and may be eligible for other preferences. All students enrolled at Newberry Elementary School for the preceding school year will automatically be given preference over other students. Please select any of the preferences that apply to your family.

Enrollment Preferences (check all that you believe apply to your family)	
<input type="checkbox"/> Student's primary residence is within Newberry Community School's attendance zone	<input type="checkbox"/> Parent/guardian is an employee of the school Name of parent/guardian: _____
<input type="checkbox"/> Parent is active-duty member of the U.S. Armed Forces	<input type="checkbox"/> A sibling of the student is enrolled at the school (siblings to be listed on next page)
<input type="checkbox"/> Completed a pre-kindergarten program offered by the charter school	<input type="checkbox"/> Parent/guardian is a member of the Governing Board Name of parent/guardian: _____

EXHIBIT B

SIBLING INFORMATION

Include information for siblings already attending the school and/or applying at the same time.

First Name	Last Name	Incoming Grade	Currently Enrolled?	
			Yes	No

This is an application for admission to Newberry Community School for the 2026-27 school year. Newberry Community School is a grades K-4 tuition-free, public charter school that is open for enrollment to all students. However, submission of this application does not guarantee that your student will be offered a spot, even if your student qualifies for an enrollment preference. Admission to Newberry Community School is subject to available space. In the event the number of students applying for admission exceeds the number of available seats, a random lottery will be conducted in accordance with Newberry Community School's admission policies and state law. Newberry Community School does not discriminate on the basis of race, color, national origin, sex, disability, religion, or any other protected classification in its admission practices.

By signing below, you acknowledge that you have read this enrollment form in the entirety and acknowledge that the information you have provided is accurate to the best of your knowledge.

Parent/Guardian Signature

Date

Attachment T

EXHIBIT B

November 20, 2024

Dear Florida Charter School Review Commission,

As a parent of four children in Newberry schools—two at Newberry Elementary and two at Oakview—I am writing to express my enthusiastic support for the conversion of Newberry Elementary into **Newberry Community School**. This transition represents a bright future for our children and our community, and while I don't usually chime in on matters that can be construed as politics, I am proud to lend my voice to this transformative initiative.

I own and operate a newborn and family photography studio in Newberry. I volunteer at both schools and coach the Girls on the Run program at Newberry Elementary. My oldest daughter and I are volunteer cheer coaches for the City of Newberry's Recreation Department. My husband is a child crimes (ICAC) detective for the City of Gainesville. Our family has dedicated our lives to the safety, development and fulfillment of our local children.

I have seen firsthand the incredible dedication of our teachers and the potential our children possess. Documentation can be found in my children's IEPs and 504s showing that we moved our family to Newberry because of our experience with the teachers and staff at NES during our oldest's Pre-k ESE year. We chose Newberry over our acceptance into Archer's magnet program for our now 4th grader. The passionate and selfless teachers and staff that either reside in Newberry or have been attracted by the Newberry community is second to none. The introduction of STEAM education—Science, Technology, Engineering, Arts, and Mathematics—at Newberry Community School will further enhance the learning environment, equipping students with critical thinking and creativity while fostering a love for innovation. These skills are essential in preparing our children for success in both academics and life.

Our family has been actively involved in the Newberry school community, and I am committed to continuing to support this journey in every way I can. The transition to a public charter school is a monumental step forward for Newberry, and I look forward to seeing how this change will positively impact not only our children but also the future of our town.

Thank you for your commitment to supporting this vision for Newberry's students and families. Together, we are building something truly special.

Sincerely,

Tiffany Holt
Parent, Small Business Owner, and School & Community Volunteer



EXHIBIT B

As a parent of children at the newly named **Newberry Community School**, I am thrilled to share in the excitement of this new chapter as our school transitions from Newberry Elementary School into a public charter school. My wife, Karyanna, and I are grateful to everyone—parents, teachers, and community members—who supported this initiative and helped make this vision a reality by supporting the conversion vote.

I have been there since day one, on February 19th, when we presented this idea to the community, and I will continue to be there till the opening of the school in August 2026. This transition will allow Newberry Community School to focus on a STEAM-centered curriculum, enriching students' experiences in Science, Technology, Engineering, Arts, and Mathematics. We are especially excited about how the STEAM program will prepare our children with critical thinking skills, creativity, and a strong foundation in essential disciplines, equipping them for success in an ever-evolving world. By incorporating these hands-on and innovative learning approaches, we are building a school environment that encourages curiosity, collaboration, and problem-solving.

As we continue the work of bringing this vision to life, I want to emphasize my commitment to supporting this process. Our community has taken an important step in securing a future of meaningful learning for our students, and I am dedicated to seeing this application through to completion. With the support of all involved, we are confident that Newberry Community School will soon serve as a beacon of educational excellence in our region.

Thank you once again to everyone who has worked to bring us this far. I look forward to working alongside you all as we continue to make this vision a reality for the benefit of Newberry's children.

Sincerely,



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EXHIBIT B

As a parent of two children who attended Newberry schools and a proud member in our community, I write expressing my enthusiastic support for the conversion of Newberry Elementary into **Newberry Community School**. I am honored and grateful to have been a supporter from day one. Newberry needs a school shepherded by local citizen-leaders who care about and will prioritize Newberry

While I also serve as a City Commissioner for Newberry, I am speaking today simply as a dedicated parent and community member who believes deeply in this initiative. The transition to a community-based public charter school represents a unique opportunity for Newberry's children to receive a more flexible, enriching educational experience that more closely aligns with our community's values and aspirations.

I am particularly excited about the student-centered, community-supported school emphasizing STEAM education—Science, Technology, Engineering, Arts, and Mathematics. This approach provides students tools they need to thrive in an ever-evolving world while prioritizing *'how to think'* not *'what to think'*. Critical thinking, creativity, and problem-solving skills will serve them well in the future.

It has been inspiring to watch our community voluntarily come together, sometimes at great personal sacrifice, in support of this vision.

I am 100% committed to seeing this process through. I look forward to the positive impact Newberry Community School will have on our children, our families, and our entire community.

Thank you for considering this transformative project. We are a character community first and I am excited to see Newberry Community School grow and thrive as an example of educational excellence for others.

Sincerely,

Timoth R. Marde

Tim Marden
Parent and Community Member, Newberry

EXHIBIT B

Dear Florida Charter School Review Commission,

As a parent of two children attending schools in Newberry and a proud, active member of this community, I am writing to express my support for the conversion of Newberry Elementary into Newberry Community School. This initiative is vital to fostering an innovative and high-quality education for our children. I am proud to have been involved in this journey as a supporter from the beginning.

My connection to Newberry Elementary runs deep. Since my oldest daughter began Kindergarten here, I have actively volunteered at school functions, served on the PTO board for four years, and worked alongside dedicated teachers and parents to support the charter application process. Witnessing the collective effort to bring this vision to life has only deepened my belief in what Newberry Community School can achieve.

The school's focus on STEAM education—science, Technology, Engineering, Arts, and Mathematics—will provide a robust foundation for our students to thrive in an ever-changing world. This curriculum will ensure our children are prepared and poised for future success by fostering creativity, critical thinking, and problem-solving skills. I look forward to seeing how this transition can elevate educational opportunities for all students in Newberry.

This effort reflects the strength and resilience of our community, which consistently puts its children first. I am incredibly excited about the changes this transition will bring and look forward to seeing Newberry Community School serve as a beacon of educational excellence for our students and our town.

Thank you for your support and careful consideration of this important endeavor. I am excited about what lies ahead for Newberry Community School and all that it will offer to our children and families. Together, we are shaping a brighter future for our children. Thank you,

Sincerely,



Lindsay McKeown
Parent and Community Member

KAT CAMMACK
3RD DISTRICT, FLORIDA

COMMITTEE ON ENERGY & COMMERCE
SUBCOMMITTEE ON COMMUNICATIONS AND TECHNOLOGY
SUBCOMMITTEE ON INNOVATION, DATA, AND COMMERCE
SUBCOMMITTEE ON OVERSIGHT AND INVESTIGATIONS

COMMITTEE ON AGRICULTURE
SUBCOMMITTEE ON CONSERVATION, RESEARCH AND
BIOTECHNOLOGY

SELECT SUBCOMMITTEE ON THE WEAPONIZATION
OF THE FEDERAL GOVERNMENT

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asbington, i!!<IC 20515-0903

WASHINGTON OFFICE:
2421 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
PHONE: (202) 225-5744

GAINESVILLE OFFICE:
5550 NW 111TH BOULEVARD
SumA
GAINESVILLE, FL 32653
PHONE: (352) 505-0838
FAX: (855) 299-1664

OCAIA OFFICE:
3301 SW 341H CIRCLE
Sum402
OCALA, FL 34474
PHONE: (352) 421-9052
FAX: (855) 299-1664

November 20, 2024

Florida Charter Institute
ATTN: Susie Miller Carello, Executive Director
11011 SW 104th Street
Miami, Florida 33176

Dear Director Carello,

I write to express my support for the conversion of Newberry City Schools to charter school status. This proposed conversion will empower the community to implement core educational ideals and programs that they see fit for their children. This project is an excellent example of forward-thinking investment in our future.

The new schools allow students, families, teachers, staff, and administrators to have a voice in what comes into the classroom. This conversion also limits the responsibility of the board members to a manageable number of students and facilities so that direct attention can be given to the individual needs of the students. Additionally, the emphasis on STEAM (science, technology, engineering, art, and math) education aligns perfectly with the demands of the modern workforce.

I am confident that the opportunities available through the community-based charter schools will prepare students to become _leaders in fields that are critical to our nation's success while continuing to maintain the state education standards and opportunities. As such, I reiterate my support for the conversion of Newberry City Schools to charter school status. If you have any questions, please do not hesitate to contact my office at (202) 225-5744.

For the Republic,



Kat Cammack
Member of Congress
Proudly Serving Florida's Third Congressional District

EXHIBIT B

Dear Florida Charter School Review Commission,

As a former teacher at Newberry Elementary, I am writing to express my enthusiastic support for the conversion of the traditional public school into a community-based public charter school. Having worked closely with children with special needs during my time at Newberry Elementary, I know firsthand how important it is for schools to provide inclusive, supportive environments for all students, regardless of their abilities.

I am deeply encouraged to know that this new charter school will be designed to meet the diverse needs of our community's children, including those with special needs. This commitment to providing a tailored, holistic education for every student is what makes this conversion so vital. The emphasis on STEAM education, coupled with a strong foundation of support for students with varying abilities, will ensure that no child is left behind and that every child has the opportunity to succeed.

As someone who has spent years helping students overcome their unique challenges, I am confident that this school will foster an environment where students of all backgrounds and needs can thrive. I am proud to support this initiative and excited to see how this school will empower the next generation of students in Newberry.

Sincerely, *J}J.* -
Teri **Jones**
Former Teacher, Newber lementary

Kamal I. Latham, MPP

November 20, 2024

Florida Charter School Review Commission
Tallahassee, FL 32399

Dear Florida Charter School Review Commission,

As a member of the North Central Florida community and a consultant for the Newberry AgFoodTech Innovation Park, I am honored to express my enthusiastic support for the conversion of Newberry Elementary into Newberry Community School. This initiative represents an exciting step forward for Newberry, creating a unique opportunity to align education with the demands of a modern, technology-driven agricultural sector.

My professional background has afforded me a deep appreciation for the intersection of innovation, technology, and sustainable growth. With experience in both private and public sectors, as well as economic development, I understand the importance of preparing students for success in a rapidly evolving world. This new charter school, with its STEAM-centered curriculum, will do exactly that—providing students with a strong foundation in Science, Technology, Engineering, Arts, and Mathematics. This well-rounded approach will develop essential skills like critical thinking, creativity, and problem-solving, which are crucial in today's competitive global economy.

Moreover, Newberry Community School's focus on STEAM education will seamlessly complement the envisioned work at the Innovation Park, bridging the gap between classroom learning and practical applications in agriculture and technology. This collaboration has the potential to create a powerful pipeline, allowing students to see firsthand how STEAM principles are applied in fields like sustainable farming, agri-tech, and environmental science. By linking our educational and agricultural resources, we are not only enhancing our students' learning experiences but also contributing to the growth and resilience of Newberry's economy.

I am excited about the impact this school will have on Newberry's future and am committed to supporting its mission to provide high-quality, innovative education to our community's youth. Thank you for your consideration of this transformative initiative. I look forward to seeing Newberry Community School become a model of educational and economic progress for the region.

Sincerely,



Kamal I. Latham, MPP
Consultant, Newberry AgFoodTech Innovation Park

EXHIBIT B

Evidence of Facility Funding Sources

Not applicable

EXHIBIT B

Draft Rental Agreement

Not applicable

EXHIBIT B

Florida Charter School Revenue Estimating Worksheet

EXHIBIT B

1 (Insert district number in cell A1, enter, then strike F9. Your district data then pulls from Calculation Detail Sheets)					
Revenue Estimate Worksheet for Newberry Community School Charter School					
Based on the 2024-25 FEFP Second Calculation					
School District:		Alachua			
IA. 2024-25 FEFP State and Local Funding					
Base Student Allocation		\$5,330.98		Comparable Wage Facto	1.0000
				Small District Factor	1.0000
				2023-24	
				Program	Weighted FTE
				Base Funding	
				(WFTE x BSA x CWF x SDF)	
Program	Number of FTE	Cost Factor	(2) x (3)	(5)	
(1)	(2)	(3)	(4)		
101 Basic K-3	371	1.118	414.7780	\$	2,211,173
111 Basic K-3 with ESE Services	145	1.118	162.1100	\$	864,205
102 Basic 4-8	114	1.000	114.0000	\$	607,732
112 Basic 4-8 with ESE Services	33	1.000	33.0000	\$	175,922
103 Basic 9-12	0	0.978	0.0000	\$	-
113 Basic 9-12 with ESE Services	0	0.978	0.0000	\$	-
254 ESE Level 4 (Grade Level PK-3)	0	3.697	0.0000	\$	-
254 ESE Level 4 (Grade Level 4-8)	0	3.697	0.0000	\$	-
254 ESE Level 4 (Grade Level 9-12)	0	3.697	0.0000	\$	-
255 ESE Level 5 (Grade Level PK-3)	0	5.992	0.0000	\$	-
255 ESE Level 5 (Grade Level 4-8)	0	5.992	0.0000	\$	-
255 ESE Level 5 (Grade Level 9-12)	0	5.992	0.0000	\$	-
130 ESOL (Grade Level PK-3)	24	1.192	28.6080	\$	152,509
130 ESOL (Grade Level 4-8)	7	1.192	8.3440	\$	44,482
130 ESOL (Grade Level 9-12)	0	1.192	0.0000	\$	-
300 Career Education (Grades 9-12)	0	1.079	0.0000	\$	-
Totals		694.00		760.8400	\$ 4,056,023
Letters in Parentheses Refer to Notes at Bottom of Worksheet:					
Additional FTE	Number of FTE <i>Charter schools should contact their school district sponsor regarding eligible FTE. Please note that "Number of FTE" is NOT equivalent to number of students enrolled in these courses or programs. Please refer to footnote (a) below.</i>				2023-24 Base Funding (WFTE x BSA x CWF x SDF)
Advanced Placement	0				\$ -
International Baccalaureate	0				\$ -
Advanced International Certificate	0				\$ -
Industry Certified Career Education	0				\$ -
Early High School Graduation	0				\$ -
Small District ESE Supplement	0				\$ -
Dual Enrollment	0				\$ -
Total Additional FTE		0.0000	Additional Base Funds		\$ -
Total Funded Weighted FTE		760.8400	Total Base Funding		\$ 4,056,023

EXHIBIT B

1B. Classroom Teacher and Other Instructional Personnel Salary Increase						
<small>Maintenance and Growth Portions of the Salary Increase funds are part of the total Base Funding and are not treated as a separate allocation. Amounts are split out here for informative purposes and for the purposes of providing a total that may be used for calculating the administrative fee.</small>						
Maintenance Portion (4.52% of Base Funding)	(g) (k)	\$ 4,056,023	X	5.59%	\$	226,732
Growth Portion (1.41% of Base Funding)	(g) (k)	\$ 4,056,023	X	1.07%	\$	43,399
Total Salary Increase Allocation					\$	270,131
2. ESE Guaranteed Allocation:						
	FTE	Grade Level	Matrix Level	Guarantee Per Student		
	130.6	PK-3	251	\$ 975	\$	127,335
	7.2	PK-3	252	\$ 3,147	\$	22,658
	7.2	PK-3	253	\$ 6,422	\$	46,238
	33.0	4-8	251	\$ 1,093	\$	36,069
	0.0	4-8	252	\$ 3,265	\$	-
	0.0	4-8	253	\$ 6,540	\$	-
	0.0	9-12	251	\$ 778	\$	-
	0.0	9-12	252	\$ 2,950	\$	-
	0.0	9-12	253	\$ 6,225	\$	-
Total FTE with ESE Services	178.00	Total ESE Guarantee			\$	232,300
3A. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C28 above by the district's total UFTE to obtain school's						
UFTE share.	Charter School UFTE:	694.00	÷	District's		31,899.43
				=		2.1756%
3B. Divide school's Weighted FTE (WFTE) total computed in Section 1, cell E39 above by the district's total WFTE to obtain school's						
WFTE share.	Charter School WFTE:	760.84	÷	District's		34,773.83
				=		2.1880%
3C. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C28 above by the district's total non-scholarship UFTE to obtain school's						
UFTE share.	Charter School UFTE:	694.00	÷	District's Total Non-Scholarship UFTE:		28,121.18
				=		2.4679%
3D. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C28 above by the district's total non-virtual UFTE to obtain school's						
UFTE share.	Charter School UFTE:	694.00	÷	District's Total Non-Virtual UFTE:		31,718.83
				=		2.1880%
3E. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C28 above by the district's total non-scholarship and non-virtual UFTE to obtain school's						
UFTE share.	Charter School UFTE:	694.00	÷	District's Total Non-Virtual and Non-Scholarship UFTE:		27,940.58
				=		2.4838%
4. Educational Enrichment Share (Non-Virtual UFTE share)						
	(e)	8,778,503	x	2.1880%	\$	192,074

EXHIBIT B

5. Discretionary Millage Compression Allocation						
.748 Mills (UFTE share)		(b)	7,303,374	x	2.1756%	\$ 158,892
6. Safe Schools Allocation (Non-Virtual and Non-Scholarship UFTE share)		(f)	3,763,140	x	2.4838%	\$ 93,469
7. Mental Health Assistance Allocation (Non-Scholarship UFTE share)		(b)	1,799,442	x	2.4679%	\$ 44,408
8. Discretionary Local Effort (WFTE share)		(c)	19,413,611	x	2.1880%	\$ 424,770
9. Proration to Funds Available (WFTE share)		(c)	(240,710)	x	2.1880%	-\$ 5,267
10. Educational Enrollment Stabilization Program (UFTE share)		(b)	0	x	2.1756%	\$ -
11. Class Size Reduction Funds:						
<u>Weighted FTE (not including Add-On)</u>		<u>X</u>	<u>CWF</u>	<u>X</u>	<u>Allocation factors</u>	
PK - 3	605.4960	1.0000	950.92	=	575,778	
4-8	155.3440	1.0000	907.92	=	141,040	
9-12	0.0000	1.0000	910.12	=	0	
Total *	760.8400		Total Class Size Reduction Funds			\$ 716,818
(*Total FTE should equal total in Section 1, column (4) and should not include any additional FTE from Section 1.)						
11. Student Transportation						
		(h)				
Enter All Adjusted Fundable Riders			226	x	569	\$ 128,594
Enter All Adjusted ESE Riders			3	x	1,828	\$ 5,484
12. Federally Connected Student Supplement						
		(i)				
Impact Aid Student Type		Number of Students		Exempt Property Allocation	Impact Aid Student Allocation	Total
Military and Indian Lands		0		\$0.00	\$0.00	\$ -
Civilians on Federal Lands		0		\$0.00	\$0.00	\$ -
Students with Disabilities		0			\$0.00	\$ -
Total						\$ -
13. Food Service Allocation						
		(j)				
Total						\$ 6,047,565
14. Total Less Salary Increase Allocation (for administrative fee calculation)						
					(k)	\$ 5,777,434
15. Funding for the purpose of calculating the administrative fee for ESE charter schools.						
					(l)	
If you have more than a 75% ESE student population, please place a 1 in the following box:						\$ -

EXHIBIT B

Year 1	
Assumed Base FEFP Percentage Increase	1.50%
Assumed Other Funds Percentage Increase	1.50%
Assumed ESE Guarantee Income % Increase	0%
District Cost Differential	1.0000
Small District Factor	1.0000
Base Student Allocation	\$5,410.94

1.50%
1.50%
0%
1.0000
1.0000
\$5,492.11

1.50%
1.50%
0%
1.0000
1.0000
\$5,574.49

1.50%
1.50%
0%
1.0000
1.0000
\$5,658.11

Year 5	
1.50%	
1.50%	
0%	
1.0000	
1.0000	
\$5,742.98	

FEFP State and Local Funding			
	Enr.	Cost Factor	Base Funding
101 Basic K-3	371.000	1.118	\$2,244,341.00
111 Basic K-3 with ESE Services	145.000	1.118	\$877,168.00
102 Basic 4-8	114.000	1.000	\$616,848.00
112 Basic 4-8 with ESE Services	33.000	1.000	\$178,561.00
103 Basic 9-12	0.000	0.978	\$0.00
113 Basic 9-12 with ESE Services	0.000	0.978	\$0.00
254 ESE Level 4 (Grade Level PK-3)	0.000	3.697	\$0.00
254 ESE Level 4 (Grade Level 4-8)	0.000	3.697	\$0.00
254 ESE Level 4 (Grade Level 9-12)	0.000	3.697	\$0.00
255 ESE Level 5 (Grade Level PK-3)	0.000	5.992	\$0.00
255 ESE Level 5 (Grade Level 4-8)	0.000	5.992	\$0.00
255 ESE Level 5 (Grade Level 9-12)	0.000	5.992	\$0.00
130 ESOL (Grade Level PK-3)	24.000	1.192	\$154,796.00
130 ESOL (Grade Level 4-8)	7.000	1.192	\$45,149.00
130 ESOL (Grade Level 9-12)	0.000	1.192	\$0.00
300 Career Education (Grades 9-12)	0.000	0.978	\$0.00
Total Enrollment	694.000		\$4,116,863

397.000	1.118	\$2,437,651.00
135.000	1.118	\$828,924.00
114.000	1.000	\$626,100.00
33.000	1.000	\$181,240.00
0.000	0.978	\$0.00
0.000	0.978	\$0.00
0.000	3.697	\$0.00
0.000	3.697	\$0.00
0.000	3.697	\$0.00
0.000	5.992	\$0.00
0.000	5.992	\$0.00
0.000	5.992	\$0.00
26.000	1.192	\$170,211.00
7.000	1.192	\$45,826.00
0.000	1.192	\$0.00
0.000	0.978	\$0.00
712.0		\$4,289,952

411.000	1.118	\$2,561,467.00
138.000	1.118	\$860,055.00
114.000	1.000	\$635,492.00
33.000	1.000	\$183,958.00
0.000	0.978	\$0.00
0.000	0.978	\$0.00
0.000	3.697	\$0.00
0.000	3.697	\$0.00
0.000	3.697	\$0.00
0.000	5.992	\$0.00
0.000	5.992	\$0.00
0.000	5.992	\$0.00
27.000	1.192	\$179,409.00
7.000	1.192	\$46,514.00
0.000	1.192	\$0.00
0.000	0.978	\$0.00
730.0		\$4,466,895

424.000	1.118	\$2,682,124.00
142.000	1.118	\$898,259.00
244.000	1.000	\$1,380,578.00
71.000	1.000	\$401,726.00
0.000	0.978	\$0.00
0.000	0.978	\$0.00
0.000	3.697	\$0.00
0.000	3.697	\$0.00
0.000	3.697	\$0.00
0.000	5.992	\$0.00
0.000	5.992	\$0.00
0.000	5.992	\$0.00
28.000	1.192	\$188,845.00
15.000	1.192	\$101,167.00
0.000	1.192	\$0.00
0.000	0.978	\$0.00
924.0		\$5,652,695

424.000	1.118	\$2,722,356.00
142.000	1.118	\$911,732.00
260.000	1.000	\$1,493,175.00
76.000	1.000	\$436,466.00
0.000	0.978	\$0.00
0.000	0.978	\$0.00
0.000	3.697	\$0.00
0.000	3.697	\$0.00
0.000	3.697	\$0.00
0.000	5.992	\$0.00
0.000	5.992	\$0.00
0.000	5.992	\$0.00
28.000	1.192	\$191,678.00
16.000	1.192	\$109,530.00
0.000	1.192	\$0.00
0.000	0.978	\$0.00
946.0		\$5,864,937

Additional FTE		
	Add'l FTE	Base
Advanced Placement	0	\$0.00
International Baccalaureate	0	\$0.00
Advanced International Certificate	0	\$0.00
Industry Certified Career Education	0	\$0.00
Early High School Graduation	0	\$0.00
Small District ESE Supplement	0	\$0.00
Dual Enrollment	0	\$0.00
Total Enrollment	0.0	\$0

0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0.0	\$0

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0	\$0.00
0.0	\$0

0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0.0	\$0

ESE Guarantee			
	Enr	ESE Rate	ESE Amount
PK-3 - Matrix Level 251	130.6	\$975	\$127,335.00
PK-3 - Matrix Level 252	7.2	\$3,147	\$22,658.40
PK-3 - Matrix Level 253	7.2	\$6,422	\$46,238.40
4-8 - Matrix Level 251	33.0	\$1,093	\$36,069.00
4-8 - Matrix Level 252	0.0	\$3,265	\$0.00
4-8 - Matrix Level 253	0.0	\$6,540	\$0.00
9-12 - Matrix Level 251	0.0	\$778	\$0.00
9-12 - Matrix Level 252	0.0	\$2,950	\$0.00
9-12 - Matrix Level 253	0.0	\$6,225	\$0.00
Total ESE Guarantee	178		\$232,301

127.4	\$975	\$124,605.00
3.4	\$3,147	\$11,329.20
3.6	\$6,422	\$23,119.20
33.0	\$1,093	\$36,069.00
0.0	\$3,265	\$0.00
0.0	\$6,540	\$0.00
0.0	\$778	\$0.00
0.0	\$2,950	\$0.00
0.0	\$6,225	\$0.00
168		\$195,122

130.6	\$975	\$127,530.00
3.4	\$3,147	\$11,329.20
3.6	\$6,422	\$23,119.20
33.0	\$1,093	\$36,069.00
0.0	\$3,265	\$0.00
0.0	\$6,540	\$0.00
0.0	\$778	\$0.00
0.0	\$2,950	\$0.00
0.0	\$6,225	\$0.00
171		\$198,047

134.6	\$975	\$131,430.00
3.6	\$3,147	\$11,329.20
3.6	\$6,422	\$23,119.20
71.0	\$1,093	\$77,603.00
0.0	\$3,265	\$0.00
0.0	\$6,540	\$0.00
0.0	\$778	\$0.00
0.0	\$2,950	\$0.00
0.0	\$6,225	\$0.00
213		\$243,481

134.8	\$975	\$131,430.00
3.6	\$3,147	\$11,329.20
3.6	\$6,422	\$23,119.20
76.0	\$1,093	\$83,068.00
0.0	\$3,265	\$0.00
0.0	\$6,540	\$0.00
0.0	\$778	\$0.00
0.0	\$2,950	\$0.00
0.0	\$6,225	\$0.00
218		\$248,946

Additional Calculations		
	(3A) UFTE	(3B) WFTE
Charter School Enrollment	694.0	760.8
Overall District Enrollment	31,899.4	34,773.8
Charter Percentage of District	2.17560%	2.18800%

712.0	781.1
31,899.4	34,773.8
2.23201%	2.24626%

730.0	801.3
31,899.4	34,773.8
2.28844%	2.30435%

924.0	999.0
31,899.4	34,773.8
2.89660%	2.87298%

946.0	1,021.2
31,899.4	34,773.8
2.96557%	2.93679%

	(3C) UFTE NonSchirshp	(3D) UFTE NonVirtual	(3E) UFTE NonSchirshp nor Virtual
Charter School Enrollment	694.0	694.0	694.0

712.0	712.0	712.0
-------	-------	-------

730.0	730.0	730.0
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924.0	924.0	924.0
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946.0	946.0	946.0
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EXHIBIT B

Overall District Enrollment	28,121.2	31,718.83	27,940.58	28,121.2	31,718.8	27,940.6	28,121.2	31,718.8	27,940.6	28,121.2	31,718.8	27,940.6
Charter Percentage of District	2.46790%	2.18800%	2.48380%	2.53190%	2.24470%	2.54830%	2.59590%	2.30150%	2.61270%	3.28580%	2.91310%	3.30700%
UFTE Shares (Unweighted Full Time Enrollment)												
Discretionary Millage Compression Allocation	\$7,412,925	2.17560%	\$161,276	\$7,412,925	2.23201%	\$165,458	\$7,412,925	2.28844%	\$169,640	\$7,412,925	2.89660%	\$214,723
Educational Enrollment Stabilization Program	\$0	2.17560%	\$0	\$0	2.23201%	\$0	\$0	2.28844%	\$0	\$0	2.89660%	\$0
UFTE Non-Scholarship Shares												
Mental Health Assistance Allocation	\$1,826,434	2.46790%	\$45,075	\$1,826,434	2.53190%	\$46,243	\$1,826,434	2.59590%	\$47,412	\$1,826,434	3.28580%	\$60,013
UFTE Non-Virtual Shares												
Educational Enrichment Shares	\$8,910,181	2.18800%	\$194,955	\$8,910,181	2.24470%	\$200,007	\$8,910,181	2.30150%	\$205,068	\$8,910,181	2.91310%	\$259,562
UFTE Non-Scholarship and Non-Virtual Shares												
Safe Schools Allocation	\$3,819,587	2.48380%	\$94,871	\$3,819,587	2.54830%	\$97,335	\$3,819,587	2.61270%	\$99,794	\$3,819,587	3.30700%	\$126,314
WFTE Shares (Weighted Full Time Enrollment)												
Discretionary Local Effort	\$19,704,815	2.18800%	\$431,141	\$19,704,815	2.24626%	\$442,622	\$19,704,815	2.30435%	\$454,067	\$19,704,815	2.87298%	\$566,115
Proration to Funds Available	-\$244,321	2.18800%	-\$5,346	-\$244,321	2.24626%	-\$5,488	-\$244,321	2.30435%	-\$5,630	-\$244,321	2.87298%	-\$7,019
Class Size Reduction Funds												
Class Size Reduction Funds (PK-3)	605,4960	\$965.18	\$584,415	625.77	\$979.66	\$613,041	645.97	\$994.36	\$642,320	666.16	\$1,009.27	\$672,341
Class Size Reduction Funds (4-8)	155.34	\$921.54	\$143,156	155.34	\$935.36	\$145,303	155.34	\$949.39	\$147,482	332.88	\$963.63	\$320,774
Class Size Reduction Funds (9-12)	0.00	\$923.77	\$0	0.00	\$937.63	\$0	0.00	\$951.69	\$0	0.00	\$965.97	\$0
Class Size Reduction Totals	760.8400		\$727,570	781.11		\$758,344	801.31		\$789,803	999.04		\$993,115
Transportation Funds												
Transportation - All Fundable Riders	226	\$569.00	\$128,594	232	\$577.54	\$133,988	238	\$586.20	\$139,515	302	\$594.99	\$179,687
Transportation - ESE Riders	3	\$1,828.00	\$5,484	3	\$1,855.42	\$5,566	3	\$1,883.25	\$5,650	3	\$1,911.50	\$5,735
Total Transportation Funding			\$134,078			\$139,554			\$145,165			\$185,422
Federally Connected Student Supplement Funds												
Federal Military & Indian Lands	0.00	\$0.00	\$0	0.00	\$0.00	\$0	0.00	\$0.00	\$0	0.00	\$0.00	\$0
Federal Civilians on Federal Lands	0.00	\$0.00	\$0	0.00	\$0.00	\$0	0.00	\$0.00	\$0	0.00	\$0.00	\$0
Federal Students with Disabilities	0.00	\$0.00	\$0	0.00	\$0.00	\$0	0.00	\$0.00	\$0	0.00	\$0.00	\$0
Fed. Connected Student Supplement	0.00		\$0									
FL Teachers Classroom Supply Assistance Prgm	47	0	\$0	48	0	\$0	49	0	\$0	50	0	\$0
FEFP Totals												
Total FEFP Funding			\$6,132,784			\$6,329,149			\$6,570,263			\$8,294,425
Per Student Average			\$8,837			\$8,889			\$9,000			\$8,977
District Percentage Fee		5.00%			5.00%			5.00%			5.00%	
Maximum Students For Fee		250			250			250			250	
Amount designated for TSIA (Excluded from Fees)												
Maintenance Portion (4.52% of base)			\$186,082			\$193,906			\$201,904			\$255,502
Growth Portion (1.41% of base)			\$58,048			\$60,488			\$62,983			\$79,703
TSIA Designated Totals			\$244,130			\$254,394			\$264,887			\$335,205
Total District Fee			\$106,064			\$106,649			\$107,969			\$107,673
Total To Reallocate To Capital Outlay			\$188,369			\$197,088			\$207,300			\$290,288
												\$108,828
												\$302,977

Attachment X

Proposed Operating Budget

EXHIBIT B

		Estimated Enrollment		694	712	730	924	946	
Func	Obj	Description	Planning Year	Year 1	Year 2	Year 3	Year 4	Year 5	
Income									
FEFP Calculations									
3310-01		Base FEFP Funding	\$0	\$4,116,863	\$4,289,952	\$4,466,895	\$5,652,699	\$5,864,937	2024-25 Rev Worksheet 1.5% Annual Increase K-5; ESE Disabilities 15%, Gifted 7%, ESOL 5%; PreK ESE Disabilities 100%;
3310-02		FEFP - ESE Guaranteed Allocation	\$0	\$232,301	\$195,122	\$198,047	\$243,481	\$248,946	
3310-03		FEFP - Supplemental Academic Instruction	\$0	\$194,955	\$200,007	\$205,068	\$259,562	\$265,746	
3310-04		FEFP - Discretionary Millage Compression Allocation	\$0	\$161,276	\$165,458	\$169,640	\$214,723	\$219,835	
3310-05		FEFP - Safe Schools Allocation	\$0	\$94,871	\$97,335	\$99,794	\$126,314	\$129,324	
3310-08		FEFP - Mental Health Assistance Allocation	\$0	\$45,075	\$46,243	\$47,412	\$60,013	\$61,441	
3310-12		FEFP - Discretionary Local Effort	\$0	\$431,141	\$442,622	\$454,067	\$566,115	\$578,690	
3310-13		FEFP - Proration to Funds Available	\$0	-\$5,346	-\$5,488	-\$5,630	-\$7,019	-\$7,175	
3310-15		FEFP - Student Transportation Funds	\$0	\$134,078	\$139,554	\$145,165	\$185,422	\$192,431	Transportation: 33% Ridership
3355		Class Size Reduction Allocations	\$0	\$727,570	\$758,344	\$789,803	\$993,115	\$1,029,717	
		FEFP Subtotals		\$6,132,784	\$6,329,149	\$6,570,263	\$8,294,425	\$8,583,892	
School Lunch Program									
3261		NSLP - School Lunch Reimbursement	\$0	\$96,485	\$198,553	\$204,134	\$258,358	\$264,737	Assumes 47% FRL students with 75% of FRL students participating in lunch; Reimbursement rate at 2024-25 rate of \$4.43/lunch meal; Year 1 assumes a 6 month delay before receiving NSLP status.
3262		NSLP - School Breakfast Reimbursement	\$0	\$34,555	\$70,816	\$72,949	\$92,146	\$94,279	Assumes 47% FRL students with 50% of FRL students participating in breakfast; Reimbursement rate at 2024-25 rate of \$2.37/breakfast meal; Year 1 assumes a 6 month delay before receiving NSLP status.
3451		Selling Student Lunches	\$0	\$145,242	\$151,470	\$155,439	\$196,110	\$200,916	Assumes 53% full pay students with 50% of full pay students participating in lunch; Cost at \$4.25/lunch meal;
3452		Selling Student Breakfasts	\$0	\$34,965	\$37,224	\$38,052	\$48,222	\$49,410	Assumes 53% full pay students with 25% of full pay students participating in breakfast; Cost at \$2/breakfast meal;
		School Lunch Program Subtotals		\$311,247	\$458,062	\$470,574	\$594,835	\$609,341	
Other Income Sources									
3440		Gifts, Grants and Bequests	\$0	\$80,000	\$80,800	\$81,608	\$82,424	\$83,248	City In Kind - Equal to SRO Expense
3473		School-Age Child Care Fees	\$0	\$335,250	\$342,000	\$351,450	\$445,500	\$455,400	After Care: 20% Participation at \$15/student/day Before Care: 10% Participation at \$5/student/day; Conservatively assumes 47% receives 50% discount;
3495		One Mill Voted Ad Valorem Referendum	\$0	\$555,200	\$569,600	\$584,000	\$739,200	\$756,800	One Mill Ad Valorem Operating Referendum at \$800 per Unweighted FTE
3720		Loan Proceeds	\$1,650,000	\$95,000	\$10,000	\$45,000	\$0	\$0	City Loan at \$1,800,000 - repayment over 30 years with payments beginning in year 5
		Other Income Sources Subtotals	\$1,650,000	\$1,065,450	\$1,002,400	\$1,062,058	\$1,267,124	\$1,295,448	
		Total Income	\$1,650,000	\$7,509,481	\$7,789,611	\$8,102,895	\$10,156,384	\$10,488,682	

EXHIBIT B

Expenses

5100 - Basic Instruction

5100	120	Instr - Classroom Teacher Salaries	\$0	\$1,855,000	\$2,000,220	\$2,095,366	\$2,643,469	\$2,753,707	Classroom Teachers: Yr 1: 35, Yr 2: 37, Yr 3: 38, Yr 4: 47, Yr 5: 48; Average Salary at \$53,000; Raises: 2% Annually (100% Highly Effective at 1.5% Increase + COL 0.5% Increase);
5100	130	Instr - Other Certified Staff Member	\$0	\$338,000	\$345,084	\$352,308	\$364,899	\$372,583	Specialty Teachers: Yr 1-5: 6 (1 PE, 1 Art, 1 Music, 1 ELL, 1 Science/Tech, 1 Reading); Average Salary at \$53,000; Raises: 2% Annually (100% Highly Effective at 1.5% Increase + COL 0.5% Increase); \$20,000 Yr 1 Stipends, Yr 2-5 Stipends increasing annually with enrollment;
5100	140	Instr - Substitute Teachers	\$0	\$46,000	\$48,000	\$49,000	\$58,000	\$59,000	\$125/day at 8 days/teacher/year;
5100	150	Instr - Paraprofessionals	\$0	\$136,000	\$138,720	\$141,494	\$202,054	\$206,095	Paraprofessionals Yr1-3: 5, Yr 4-5: 7; Average Salary \$27,200 (\$17/hr, 40 hrs/week, 40 weeks/yr); 2% annual increase;
5100	210	Instr - Retirement	\$0	\$314,717	\$335,748	\$349,978	\$433,841	\$450,337	13.63% of gross salaries (2024-25 FRS Reg Class Employer Rate)
5100	220	Instr - FICA	\$0	\$178,169	\$190,028	\$198,071	\$245,597	\$254,927	7.65% of gross salaries
5100	230	Instr - Group Insurance	\$0	\$524,400	\$552,672	\$569,828	\$704,726	\$723,636	\$950/employee/month for health/life insurance (assumes 100% employee participation)
5100	240	Instr - Worker's Compensation	\$0	\$29,113	\$31,050	\$32,365	\$40,130	\$41,655	1.25% of gross salaries
5100	250	Instr - Unemployment Compensation	\$0	\$8,694	\$9,072	\$9,261	\$11,340	\$11,529	2.7% of first \$7,000 annually per employee
5100	360	Instr - Rentals	\$0	\$86,750	\$89,890	\$93,084	\$119,000	\$123,051	Academic Software: \$125/student/year
5100	510	Instr - Supplies	\$0	\$52,050	\$53,934	\$55,850	\$71,400	\$73,831	General Instructional Materials: \$75/student/year
5100	520	Instr - Textbooks	\$394,800	\$62,460	\$115,504	\$119,413	\$248,509	\$157,776	Textbooks: \$600/new student/year + \$60/returning student/year; Consumables: \$40/student/year; Assessments: \$50/student/year;
5100	642	Instr - Furniture, Fixtures (Non Capitalized)	\$352,000	\$0	\$8,080	\$8,161	\$41,212	\$16,650	Classroom Furniture: \$8,000/new classroom (New Classrooms: Yr 1: 44, Yr 4: 4, Yr 5: 1) plus refresh at 1 classroom annually beginning year 2;
5100	644	Instr - Computer Hardware (Non Capitalized)	\$35,250	\$750	\$3,030	\$3,060	\$9,273	\$39,023	Teacher Computers: \$750/new teacher/year; 5% refresh begins year 1 plus 4 year refresh for all year 1 computers in Year 5;
5100	730	Instr - Dues and Fees	\$0	\$3,470	\$3,596	\$3,723	\$4,760	\$4,922	\$5/student/year
Total For 5100 (Basic Instruction)			\$782,050	\$3,635,572	\$3,924,627	\$4,080,963	\$5,198,210	\$5,288,723	

5200 - Exceptional Education

5200	120	ESE - Classroom Teacher Salaries	\$0	\$106,000	\$54,060	\$55,141	\$56,244	\$57,369	PreK ESE Teachers: Yr 1: 2, Yr 2-5: 1; Average Salary at \$53,000; Raises: 2% Annually (100% Highly Effective at 1.5% Increase + COL 0.5% Increase)
5200	130	ESE - Other Certified Staff Member	\$0	\$106,000	\$162,180	\$165,424	\$168,732	\$172,107	K-5 ESE Staff: ESE Teachers: Yr 1: 2, Yr 2-5: 3; Average Salary at \$53,000; Raises: 2% Annually (100% Highly Effective at 1.5% Increase + COL 0.5% Increase)
5200	150	ESE - Paraprofessionals	\$0	\$54,400	\$27,744	\$28,299	\$28,865	\$29,442	PreK ESE Paraprofessional: Yr 1: 2, Yr 2-5: 1; Average Salary \$27,200 (\$17/hr, 40 hrs/week, 40 weeks/yr); 2% annual increase;
5200	210	ESE - Retirement	\$0	\$36,310	\$33,255	\$33,920	\$34,599	\$35,290	13.63% of gross salaries (2024-25 FRS Reg Class Employer Rate)
5200	220	ESE - FICA	\$0	\$20,380	\$18,665	\$19,038	\$19,419	\$19,807	7.65% of gross salaries
5200	230	ESE - Group Insurance	\$0	\$68,400	\$57,570	\$58,146	\$58,727	\$59,314	\$950/employee/month for health/life insurance (assumes 100% employee participation)
5200	240	ESE - Worker's Compensation	\$0	\$3,330	\$3,050	\$3,111	\$3,173	\$3,236	1.25% of gross salaries
5200	250	ESE - Unemployment Compensation	\$0	\$1,134	\$945	\$945	\$945	\$945	2.7% of first \$7,000 annually per employee

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5200	310	ESE - Professional and Technical Services	\$0	\$83,790	\$76,992	\$79,048	\$98,662	\$101,615	ESE Services: \$70/hour at 15 min/ESE student/week at 36 weeks; 100% PreK ESE: Yr 1: 36 FTE, Yr 2-5: 18 FTE; 15% K-5 ESE: Yr 1: 97, Yr 2: 103, Yr 3: 105, Yr 4: 134, Yr 5: 137;
5200	510	ESE - Supplies	\$0	\$2,660	\$2,444	\$2,509	\$3,132	\$3,226	\$20/ ESE student/year;
Total For 5200 (Exceptional Education)			\$0	\$482,404	\$436,905	\$445,580	\$472,497	\$482,352	

6100 - Pupil Services

6100	130	PupServ - Other Certified Staff Member	\$0	\$113,000	\$115,260	\$117,565	\$119,917	\$122,315	School Counselor: Salary \$60,000; Behavior Resource Teacher: Salary \$53,000; Raises: 2% annual increase;
6100	160	PupServ - Other Support Personnel	\$0	\$75,200	\$76,704	\$78,238	\$79,803	\$81,399	Nurse: Salary \$48,000 (\$30/hr, 40 hrs/week, 40 weeks/yr); 2% annual increase; Counselor Clerical: Salary \$27,200 (\$17/hr, 40 hrs/week, 40 weeks/yr); 2% annual increase;
6100	210	PupServ - Retirement	\$0	\$25,652	\$26,165	\$26,688	\$27,222	\$27,766	13.63% of gross salaries (2024-25 FRS Reg Class Employer Rate)
6100	220	PupServ - FICA	\$0	\$14,397	\$14,685	\$14,979	\$15,279	\$15,584	7.65% of gross salaries
6100	230	PupServ - Group Insurance	\$0	\$45,600	\$46,056	\$46,517	\$46,982	\$47,452	\$950/employee/month for health/life insurance (assumes 100% employee participation)
6100	240	PupServ - Worker's Compensation	\$0	\$2,353	\$2,400	\$2,448	\$2,496	\$2,546	1.25% of gross salaries
6100	250	PupServ - Unemployment Compensation	\$0	\$756	\$756	\$756	\$756	\$756	2.7% of first \$7,000 annually per employee
6100	510	PupServ - Supplies	\$0	\$3,470	\$3,596	\$3,723	\$4,760	\$4,922	\$5/student/year
Total For 6100 (Pupil Services)			\$0	\$280,427	\$285,621	\$290,914	\$297,214	\$302,740	

6200 - Instructional Media Services

6200	130	MediaC. - Other Certified Staff Member	\$0	\$53,000	\$54,060	\$55,141	\$56,244	\$57,369	Media Specialist: Salary \$53,000; 2% annual increase;
6200	160	MediaC. - Other Support Personnel	\$0	\$27,200	\$27,744	\$28,299	\$28,865	\$29,442	Media Paraprofessional: Salary \$27,200 (\$17/hr, 40 hrs/week, 40 weeks/yr); 2% annual increase;
6200	210	MediaC. - Retirement	\$0	\$10,931	\$11,150	\$11,373	\$11,600	\$11,832	13.63% of gross salaries (2024-25 FRS Reg Class Employer Rate)
6200	220	MediaC. - FICA	\$0	\$6,135	\$6,258	\$6,383	\$6,511	\$6,641	7.65% of gross salaries
6200	230	MediaC. - Group Insurance	\$0	\$22,800	\$23,028	\$23,258	\$23,491	\$23,726	\$950/employee/month for health/life insurance (assumes 100% employee participation)
6200	240	MediaC. - Worker's Compensation	\$0	\$1,003	\$1,023	\$1,043	\$1,064	\$1,085	1.25% of gross salaries
6200	250	MediaC. - Unemployment Compensation	\$0	\$378	\$378	\$378	\$378	\$378	2.7% of first \$7,000 annually per employee
6200	510	MediaC. - Supplies	\$10,410	\$3,470	\$3,596	\$3,723	\$4,760	\$4,922	Library Books: Startup: \$15/student/year. Year 1-5: \$5/student/year
6200	642	MediaC. - Furniture, Fixtures (Non Capitalized)	\$20,000	\$0	\$1,010	\$1,030	\$1,062	\$1,105	Media Center Furniture: Startup: \$20,000; Yr 2-5: 5% refresh;
Total For 6200 (Instructional Media Services)			\$30,410	\$124,917	\$128,246	\$130,629	\$133,974	\$136,500	

6300 - Instructional/Curriculum Development

6300	130	Curric - Other Certified Staff Member	\$25,000	\$0	\$0	\$0	\$0	\$0	Curriculum Development Stipend: Startup: \$25,000;
6300	220	Curric - FICA	\$1,913	\$0	\$0	\$0	\$0	\$0	7.65% of gross salaries
6300	240	Curric - Worker's Compensation	\$313	\$0	\$0	\$0	\$0	\$0	1.25% of gross salaries
Total For 6300 (Instructional/Curriculum Development)			\$27,225	\$0	\$0	\$0	\$0	\$0	

6400 - Instructional Staff Training

6400	310	ProfDev - Professional and Technical Services	\$50,000	\$51,200	\$20,900	\$21,201	\$23,103	\$23,406	Professional Learning: Startup: \$50,000; Yr 1: \$20,000 + \$600/certified staff/year; Yr 2-5: \$10,000 + \$200/certified staff/year
6400	330	ProfDev - Travel	\$5,000	\$7,800	\$8,100	\$8,250	\$9,600	\$9,750	Professional Learning Travel: Startup: \$5,000; Yr 1-5: \$150/certified staff/year;

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6400	510	ProfDev - Supplies	\$5,000	\$2,000	\$2,020	\$2,040	\$2,061	\$2,081	Professional Learning Supplies: Startup: \$5,000; Yr 1-5: \$2,000/year
Total For 6400 (Instructional Staff Training)			\$60,000	\$61,000	\$31,020	\$31,491	\$34,764	\$35,237	

6500 - Instructional-Related Technology

6500	310	EdTech - Professional and Technical Services	\$0	\$12,000	\$12,600	\$13,230	\$13,892	\$14,586	IT Contracted Service: \$12,000 per year
6500	644	EdTech - Computer Hardware (Non Capitalized)	\$324,400	\$0	\$17,776	\$19,178	\$66,557	\$137,152	Student Laptops: 4:1 device/student ratio at \$600/device plus 10% annual refresh begin year 3; Classroom Technology: \$5,000/new classroom/year (New Classrooms: Yr 1: 44, Yr 4: 4, Yr 5: 1) plus refresh at 1 classroom annually beginning year 2;
Total For 6500 (Instructional-Related Technology)			\$324,400	\$12,000	\$30,376	\$32,408	\$80,449	\$151,738	

7100 - Board

7100	310	Board - Professional and Technical Services	\$167,500	\$27,500	\$27,775	\$28,053	\$28,333	\$28,617	Legal/Consulting: Startup: \$165,000/year Yr 1-5: \$25,000/year; Board Training: \$2,500/year;
7100	320	Board - Insurance and Bond Premiums	\$0	\$31,230	\$32,360	\$33,510	\$42,840	\$44,299	Liability/Professional Insurance: \$45/student/year
7100	330	Board - Travel	\$2,500	\$2,500	\$2,525	\$2,550	\$2,576	\$2,602	Board Travel: \$2,500/year
7100	510	Board - Supplies	\$500	\$500	\$505	\$510	\$515	\$520	Board Supplies: \$500/year
Total For 7100 (Board)			\$170,500	\$61,730	\$63,165	\$64,623	\$74,264	\$76,037	

7200 - General / District Administration

7200	730	District - Dues and Fees	\$0	\$106,064	\$106,649	\$107,969	\$107,673	\$108,828	District Fee: 5% FEFP at 250 FTE cap
Total For 7200 (General / District Administration)			\$0	\$106,064	\$106,649	\$107,969	\$107,673	\$108,828	

7300 - School Administration

7300	110	Admin - Administrator Salaries	\$61,500	\$175,000	\$178,500	\$182,070	\$185,711	\$189,426	Principal: Salary \$97,000 Startup 6 months; Assistant Principal: Salary \$78,000 Startup 2 months; 2% annual increase;
7300	160	Admin - Other Support Personnel	\$10,400	\$99,200	\$101,184	\$103,208	\$105,272	\$107,377	Executive Assistant: Average Salary \$41,600 (\$20/hr, 40 hrs/week, 52 weeks/yr); Data Entry: Average Salary \$28,800 (\$18/hr, 40 hrs/week, 40 weeks/yr); Registrar: Average Salary \$28,800 (\$18/hr, 40 hrs/week, 40 weeks/yr); 2% annual increase;
7300	210	Admin - Retirement	\$9,800	\$37,373	\$38,121	\$38,883	\$39,661	\$40,454	13.63% of gross salaries (2024-25 FRS Reg Class Employer Rate)
7300	220	Admin - FICA	\$5,500	\$20,976	\$21,396	\$21,824	\$22,260	\$22,705	7.65% of gross salaries
7300	230	Admin - Group Insurance	\$11,400	\$57,000	\$57,570	\$58,146	\$58,727	\$59,314	\$950/employee/month for health/life insurance (assumes 100% employee participation)
7300	240	Admin - Worker's Compensation	\$899	\$3,428	\$3,496	\$3,566	\$3,637	\$3,710	1.25% of gross salaries
7300	250	Admin - Unemployment Compensation	\$567	\$945	\$945	\$945	\$945	\$945	2.7% of first \$7,000 annually per employee
7300	310	Admin - Professional and Technical Services	\$0	\$2,776	\$2,876	\$2,979	\$3,808	\$3,938	\$4/student/year
7300	360	Admin - Rentals	\$11,822	\$37,876	\$39,138	\$42,856	\$51,121	\$52,424	Copy Machine: \$30/student/year; Admin Software: Startup: \$2,500+\$13/Yr 1 students Yr 1-5: \$100/staff/year + \$13/student/year;
7300	370	Admin - Communications	\$0	\$3,470	\$3,596	\$3,723	\$4,760	\$4,922	Postage: \$5/student/year
7300	390	Admin - Other Purchased Services	\$6,940	\$6,940	\$7,262	\$7,595	\$9,806	\$10,240	Marketing: \$10/student/year
7300	510	Admin - Supplies	\$5,000	\$15,268	\$15,821	\$16,383	\$20,944	\$21,657	Office Supplies: Startup: \$5,000, Yr 1-5: \$22/student/year
7300	622	Admin - AV Materials (Non Capitalized)	\$0	\$2,776	\$2,876	\$2,979	\$3,808	\$3,938	Admin Equipment: \$4/student/year
7300	642	Admin - Furniture, Fixtures (Non Capitalized)	\$33,000	\$0	\$1,667	\$1,683	\$1,700	\$1,717	Admin Furniture: Startup: \$33,000; 5% refresh begin year 2.

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7300	644	Admin - Computer Hardware (Non Capitalized)	\$8,250	\$750	\$758	\$765	\$773	\$8,585	Admin Computers: \$750/new admin/year; 5% refresh begins year 1 plus 4 year refresh for all year 1 computers in Year 5;
7300	730	Admin - Dues and Fees	\$0	\$2,776	\$2,876	\$2,979	\$3,808	\$3,938	
Total For 7300 (School Administration)			\$165,078	\$466,554	\$478,081	\$490,583	\$516,742	\$535,289	\$4/student/year

7400 - Facilities Acquisition

7400	360	AquireFacility - Rentals		\$182,400	\$182,400	\$182,400	\$326,400	\$362,400	Portable Leases; Year 1-3: Current 16 portables at \$950/portable/month; Yr 4: 16 portables at \$950/portable/month and 4 portables at \$3,000/portable/month, Yr 5: 16 portables at \$950/portable/month and 5 portables at \$3,000/portable/month
7400	630	AquireFacility - Building/Fixed Equipment	\$0	\$0	\$0	\$120,000	\$30,000	\$30,000	
Total For 7400 (Facilities Acquisition)			\$0	\$182,400	\$182,400	\$182,400	\$446,400	\$392,400	Portable Install: Yr 4: 4 units and Yr 5: 1 unit at \$30,000/portable unit

7500 - Fiscal Services

7500	310	Fiscal - Professional and Technical Services	\$0	\$128,778	\$134,394	\$139,042	\$170,242	\$175,820	External Audit: \$15,000/yr; Fiscal Services (SFS): 1.6% of Net FEFP, Payroll Processing (City): \$25/student;
Total For 7500 (Fiscal Services)			\$0	\$128,778	\$134,394	\$139,042	\$170,242	\$175,820	

7600 - Food Services

7600	510	Lunch - Supplies	\$3,000	\$300	\$303	\$306	\$309	\$312	Misc Supplies: Startup \$3,000+ 10% refresh begin year 1 at \$300;
7600	570	Lunch - Food	\$0	\$449,955	\$461,295	\$473,850	\$598,995	\$613,575	
7600	641	Lunch - Furniture, Fixtures-Capitalized	\$20,000	\$0	\$1,010	\$1,020	\$1,030	\$1,041	Meal Cost: \$4.50/ lunch meal / \$2.25 / breakfast meal; Assumes 47% FRL students with 75% participating in lunch and 50% participating in breakfast; Assumes 53% full pay students with 50% participating in lunch and 25% participating in breakfast; (Meal cost covers staff paid by third party food service company)
7600	642	Lunch - Furniture, Fixtures (Non Capitalized)	\$18,000	\$0	\$909	\$918	\$927	\$937	
7600	644	Lunch - Computer Hardware (Non Capitalized)	\$2,000	\$0	\$101	\$102	\$103	\$104	Capital FFE: Startup \$20,000; 5% refresh begin year 2;
7600	690	Lunch - Computer Software	\$0	\$5,604	\$5,774	\$5,870	\$6,887	\$7,007	NonCapital FFE: Startup \$18,000; 5% refresh begin year 2;
Total For 7600 (Food Services)			\$43,000	\$455,859	\$469,392	\$482,066	\$608,251	\$622,975	Computer Hardware: Startup \$2,000; 5% refresh begin year 2;
									Software: \$2000/yr + 2% fee on student paid meals

7720 - Information Services

7720	310	InfServ - Professional and Technical Services	\$22,500	\$5,000	\$5,050	\$5,101	\$5,152	\$5,203	Advertising/Marketing Services: Startup: \$22,500, Yr 1-5: \$5,000/year
7720	390	InfServ - Other Purchased Services	\$12,500	\$1,500	\$1,515	\$1,530	\$1,545	\$1,561	
Total For 7720 (Information Services)			\$35,000	\$6,500	\$6,565	\$6,631	\$6,697	\$6,764	Advertising/Marketing Materials: Startup: \$12,500, Yr 1-5: \$1,500/year

7800 - Pupil Transportation

7800	160	Trans - Other Support Personnel	\$0	\$74,000	\$74,000	\$93,240	\$108,780	\$113,960	Bus Drivers: Yr 1-2: 5, Yr 3: 6, Yr 4-5: 7; Salary \$14,800 (\$20/hr, 4 hrs/day, 185 days/yr); 2% annual increase; Assumes 33% Ridership, 48 students/bus;
7800	210	Trans - Retirement	\$0	\$10,086	\$10,086	\$12,709	\$14,827	\$15,533	
7800	220	Trans - FICA	\$0	\$5,661	\$5,661	\$7,133	\$8,322	\$8,718	13.63% of gross salaries (2024-25 FRS Reg Class Employer Rate)
									7.65% of gross salaries

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7800	230	Trans - Group Insurance	\$0	\$57,000	\$57,570	\$69,775	\$82,218	\$83,040	\$950/employee/month for health/life insurance (assumes 100% employee participation)
7800	240	Trans - Worker's Compensation	\$0	\$925	\$925	\$1,166	\$1,360	\$1,425	1.25% of gross salaries
7800	250	Trans - Unemployment Compensation	\$0	\$945	\$945	\$1,134	\$1,323	\$1,323	2.7% of first \$7,000 annually per employee
7800	310	Trans - Professional and Technical Services	\$0	\$7,200	\$7,272	\$8,569	\$9,891	\$9,990	Bus Inspections: \$1,200/bus/year; Buses: Yr 1-2: 6, Yr 3: 7, Yr 4-5: 8;
7800	320	Trans - Insurance and Bond Premiums	\$0	\$30,000	\$30,300	\$35,704	\$41,212	\$41,624	Bus Insurance: \$5,000/bus/year; Buses: Yr 1-2: 6, Yr 3: 7, Yr 4-5: 8;
7800	390	Trans - Other Purchased Services	\$0	\$30,000	\$30,300	\$35,704	\$41,212	\$41,624	Bus Repairs/Maintenanc: \$5,000/bus/year; Buses: Yr 1-2: 6, Yr 3: 7, Yr 4-5: 8;
7800	460	Trans - Gas / Fuel	\$0	\$23,200	\$23,432	\$28,400	\$33,464	\$33,799	\$4/gallon at 9 MPG , 58 miles/bus/day, 180 days; Buses: Yr 1-2: 6, Yr 3: 7, Yr 4-5: 8;
7800	651	Trans - Buses	\$0	\$128,546	\$128,546	\$154,255	\$179,965	\$179,965	Assumes 33% Ridership, 48 students/bus + 1 backup bus each year; Buses: Yr 1-2: 6, Yr 3: 7, Yr 4-5: 8; Purchase at \$100,000/ new bus amortized 5 years at 9% interest;
Total For 7800 (Pupil Transportation)			\$0	\$367,563	\$369,037	\$447,787	\$522,573	\$531,000	

7900 - Operation of Plant

7900	160	Facility - Other Support Personnel	\$0	\$127,360	\$129,907	\$132,505	\$164,020	\$167,301	Lead Maintenance/Custodian: Salary \$45,760 (\$22/hr, 40 hrs/week, 52 weeks/yr); 2% annual increase; Other Custodians: Yr 1-3: 3, Yr 4-5: 4; Salary \$27,200 (\$17/hr, 40 hrs/week, 40 weeks/yr); 2% annual increase;
7900	210	Facility - Retirement	\$0	\$17,359	\$17,706	\$18,060	\$22,356	\$22,803	13.63% of gross salaries (2024-25 FRS Reg Class Employer Rate)
7900	220	Facility - FICA	\$0	\$9,743	\$9,938	\$10,137	\$12,548	\$12,799	7.65% of gross salaries
7900	230	Facility - Group Insurance	\$0	\$45,600	\$46,056	\$46,517	\$58,727	\$59,314	\$950/employee/month for health/life insurance (assumes 100% employee participation)
7900	240	Facility - Worker's Compensation	\$0	\$1,592	\$1,624	\$1,656	\$2,050	\$2,091	1.25% of gross salaries
7900	250	Facility - Unemployment Compensation	\$0	\$756	\$756	\$756	\$945	\$945	2.7% of first \$7,000 annually per employee
7900	310	Facility - Professional and Technical Services	\$0	\$80,000	\$80,800	\$81,608	\$82,424	\$83,248	SRO Contract \$80,000/year (Offset by In Kind Revenue from City)
7900	320	Facility - Insurance and Bond Premiums	\$0	\$94,434	\$95,378	\$96,332	\$101,416	\$103,471	Property/Renters Insurance: \$1.25/square foot/year (Facility SF: Yr 1-3: 75,547 SF, Yr 4: 78,747 SF, Yr 5: 79,547 SF)
7900	350	Facility - Repairs and Maintenance	\$0	\$75,547	\$76,302	\$77,065	\$81,133	\$82,777	\$1/square foot/year (Facility SF: Yr 1-3: 75,547 SF, Yr 4: 78,747 SF, Yr 5: 79,547 SF)
7900	370	Facility - Communications	\$0	\$17,350	\$17,978	\$18,617	\$23,800	\$24,610	Phone/Internet: \$25/student/year
7900	380	Facility - Public Utilities	\$0	\$13,880	\$14,382	\$14,893	\$19,040	\$19,688	Water/Sewer: \$20/student/year
7900	390	Facility - Other Purchased Services	\$0	\$35,828	\$16,204	\$16,587	\$19,151	\$19,617	AC Maintenance: Yr 1 \$25,000, Yr 2-5: \$5,000/yr; Inspections: \$2,500/year; Other Build Services: \$12/student/year;
7900	430	Facility - Electricity	\$0	\$83,102	\$83,933	\$84,772	\$89,246	\$91,055	Electric: \$1.10/square foot/year (Facility SF: Yr 1-3: 75,547 SF, Yr 4: 78,747 SF, Yr 5: 79,547 SF)
7900	510	Facility - Supplies	\$0	\$17,350	\$17,978	\$18,617	\$23,800	\$24,610	Custodial Supplies: \$25/student/year
7900	680	Facility - Remodeling/Renovations	\$0	\$5,000	\$5,050	\$5,101	\$5,152	\$5,203	Facility Remodel: \$5,000/year
7900	690	Facility - Computer Software	\$0	\$10,000	\$10,100	\$10,201	\$10,303	\$10,406	Security Software: \$10,000/year
Total For 7900 (Operation of Plant)			\$0	\$634,901	\$624,093	\$633,424	\$716,112	\$729,939	

9100 - Community Service

9100	160	ComSrv - Other Support Personnel	\$0	\$177,878	\$181,435	\$185,062	\$250,109	\$255,100	20% after care participation and 10% before care participation: BAC Workers: 25:1 student ratio; 1 BAC Director: Salary \$41,440 (\$28/hr, 8 hrs/day, 185 days/yr); 2% annual increase; AC Workers: Yr 1-3: 5, Yr 4-5: 7; Salary \$20,812.50 (\$25/hr, 4.5 hrs/day, 185 days/yr); 2% annual increase; BC Workers: Yr 1-3: 2, Yr 4-5: 3; Salary \$16,187.50 (\$25/hr, 3.5 hrs/day, 185 days/yr); 2% annual increase;
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EXHIBIT B

9100	210	ComSrv - Retirement	\$0	\$24,245	\$24,730	\$25,224	\$34,090	\$34,770	13.63% of gross salaries (2024-25 FRS Reg Class Employer Rate)
9100	220	ComSrv - FICA	\$0	\$13,608	\$13,880	\$14,157	\$19,133	\$19,515	7.65% of gross salaries
9100	230	ComSrv - Group Insurance	\$0	\$11,400	\$11,514	\$11,629	\$11,745	\$11,863	\$950/FT employee/month for health/life insurance (assumes 100% employee participation)
9100	240	ComSrv - Worker's Compensation	\$0	\$2,223	\$2,268	\$2,313	\$3,126	\$3,189	1.25% of gross salaries
9100	250	ComSrv - Unemployment Compensation	\$0	\$1,134	\$1,134	\$1,134	\$1,512	\$1,512	2.7% of first \$7,000 annually per employee
9100	510	ComSrv - Supplies	\$0	\$63,940	\$65,973	\$68,510	\$87,679	\$90,470	BAC Supplies: \$100/AC student/year plus \$10/AC/student/week at 36 weeks
Total For 9100 (Community Service)			\$0	\$294,427	\$300,934	\$308,029	\$407,394	\$416,419	

9200 - Debt Service

9200	710	DebSrv - Principal Payment	\$0	\$0	\$0	\$0	\$0	\$63,251	Repayment of City Loan: 30 year repayment; Payments begin in year 5;
9200	720	DebSrv - Interest Payment / Debt Service	\$0	\$0	\$0	\$0	\$0	\$21,852	Repayment of City Loan: 30 year repayment at 1% interest; Payments begin in year 5;
Total For 9200 (Debt Service)			\$0	\$0	\$0	\$0	\$0	\$85,103	

9999 - Reserve Funds

9999	999	Reserve - Reserve Funds	\$0	\$183,984	\$189,874	\$197,108	\$248,833	\$257,517	3% of FEFP
Total For 9999 (Reserve Funds)			\$0	\$183,984	\$189,874	\$197,108	\$248,833	\$257,517	

Total Expenses	\$1,637,663	\$7,485,080	\$7,761,382	\$8,071,647	\$10,042,290	\$10,335,382
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Budget Totals

Total Income	\$1,650,000	\$7,509,481	\$7,789,611	\$8,102,895	\$10,156,384	\$10,488,682
Total Expenses	\$1,637,663	\$7,485,080	\$7,761,382	\$8,071,647	\$10,042,290	\$10,335,382
Net Revenue	\$12,337	\$24,401	\$28,229	\$31,247	\$114,094	\$153,300
Projected Cash On Hand	\$12,337	\$36,738	\$64,967	\$96,215	\$210,309	\$363,609

EXHIBIT B

Newberry Community School
Year One Cash Flow Projections

Func	Obj	Description	Proj Yr Total	Dist. Meth. [1]	ear 1 Cash Flow	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Income																	
FEFP Calculations																	
3310-01		Base FEFP Funding	\$4,116,863	1	\$343,072	\$343,072	\$343,072	\$343,072	\$343,072	\$343,072	\$343,072	\$343,072	\$343,072	\$343,072	\$343,072	\$343,072	\$343,072
3310-02		FEFP - ESE Guaranteed Allocation	\$232,301	1	\$19,358	\$19,358	\$19,358	\$19,358	\$19,358	\$19,358	\$19,358	\$19,358	\$19,358	\$19,358	\$19,358	\$19,358	\$19,358
3310-03		FEFP - Supplemental Academic Instruction	\$194,955	1	\$16,246	\$16,246	\$16,246	\$16,246	\$16,246	\$16,246	\$16,246	\$16,246	\$16,246	\$16,246	\$16,246	\$16,246	\$16,246
3310-04		FEFP - Discretionary Millage Compression Allocation	\$161,276	1	\$13,440	\$13,440	\$13,440	\$13,440	\$13,440	\$13,440	\$13,440	\$13,440	\$13,440	\$13,440	\$13,440	\$13,440	\$13,440
3310-05		FEFP - Safe Schools Allocation	\$94,871	1	\$7,906	\$7,906	\$7,906	\$7,906	\$7,906	\$7,906	\$7,906	\$7,906	\$7,906	\$7,906	\$7,906	\$7,906	\$7,906
3310-08		FEFP - Mental Health Assistance Allocation	\$45,075	1	\$3,756	\$3,756	\$3,756	\$3,756	\$3,756	\$3,756	\$3,756	\$3,756	\$3,756	\$3,756	\$3,756	\$3,756	\$3,756
3310-12		FEFP - Discretionary Local Effort	\$431,141	1	\$35,928	\$35,928	\$35,928	\$35,928	\$35,928	\$35,928	\$35,928	\$35,928	\$35,928	\$35,928	\$35,928	\$35,928	\$35,928
3310-13		FEFP - Proration to Funds Available	-\$5,346	1	-\$445	-\$445	-\$445	-\$445	-\$445	-\$445	-\$445	-\$445	-\$445	-\$445	-\$445	-\$445	-\$445
3310-15		FEFP - Student Transportation Funds	\$134,078	1	\$11,173	\$11,173	\$11,173	\$11,173	\$11,173	\$11,173	\$11,173	\$11,173	\$11,173	\$11,173	\$11,173	\$11,173	\$11,173
3355		Class Size Reduction Allocations	\$727,570	1	\$60,631	\$60,631	\$60,631	\$60,631	\$60,631	\$60,631	\$60,631	\$60,631	\$60,631	\$60,631	\$60,631	\$60,631	\$60,631
		FEFP Subtotal	\$6,132,791		\$511,095	\$511,095	\$511,095	\$511,095	\$511,095	\$511,095	\$511,095	\$511,095	\$511,095	\$511,095	\$511,095	\$511,095	\$511,095
School Lunch Program																	
3281		NSLP - School Lunch Reimbursement	\$98,484								\$16,081	\$16,081	\$16,081	\$16,081	\$16,081	\$16,081	\$16,081
3282		NSLP - School Breakfast Reimbursement	\$34,554								\$5,759	\$5,759	\$5,759	\$5,759	\$5,759	\$5,759	\$5,759
3451		Selling Student Lunches	\$145,242	2		\$13,204	\$13,204	\$13,204	\$13,204	\$13,204	\$13,204	\$13,204	\$13,204	\$13,204	\$13,204	\$13,204	\$13,204
3452		Selling Student Breakfasts	\$34,965	2		\$3,179	\$3,179	\$3,179	\$3,179	\$3,179	\$3,179	\$3,179	\$3,179	\$3,179	\$3,179	\$3,179	\$3,179
		School Lunch Program Subtotal	\$311,245			\$16,383	\$16,383	\$16,383	\$16,383	\$16,383	\$16,383	\$16,383	\$16,383	\$16,383	\$16,383	\$16,383	\$16,383
Other Income Sources																	
3440		Gifts, Grants and Bequests	\$80,000	1	\$6,667	\$6,667	\$6,667	\$6,667	\$6,667	\$6,667	\$6,667	\$6,667	\$6,667	\$6,667	\$6,667	\$6,667	\$6,667
3473		School-Age Child Care Fees	\$335,250	2		\$30,477	\$30,477	\$30,477	\$30,477	\$30,477	\$30,477	\$30,477	\$30,477	\$30,477	\$30,477	\$30,477	\$30,477
3495		Other Miscellaneous Local Sources	\$555,200	1	\$46,267	\$46,267	\$46,267	\$46,267	\$46,267	\$46,267	\$46,267	\$46,267	\$46,267	\$46,267	\$46,267	\$46,267	\$46,267
3720		Loan Proceeds	\$1,650,000		\$95,000												
		Total Other Income Sources	\$1,650,000		\$147,933	\$93,411	\$93,411	\$93,411	\$93,411	\$93,411	\$93,411	\$93,411	\$93,411	\$93,411	\$93,411	\$93,411	\$93,411
		Total Income	\$1,650,000		\$7,509,481	\$658,999	\$610,856	\$610,856	\$610,856	\$610,856	\$610,856	\$632,698	\$632,698	\$632,698	\$632,698	\$632,698	\$632,698

Expenses																	
5100 - Basic Instruction																	
5100	120	Instr - Classroom Teacher Salaries	\$1,855,000	2		\$168,636	\$168,636	\$168,636	\$168,636	\$168,636	\$168,636	\$168,636	\$168,636	\$168,636	\$168,636	\$168,636	\$168,636
5100	130	Instr - Other Certified Staff Member	\$338,000	2		\$30,727	\$30,727	\$30,727	\$30,727	\$30,727	\$30,727	\$30,727	\$30,727	\$30,727	\$30,727	\$30,727	\$30,727
5100	140	Instr - Substitute Teachers	\$46,000	2		\$4,182	\$4,182	\$4,182	\$4,182	\$4,182	\$4,182	\$4,182	\$4,182	\$4,182	\$4,182	\$4,182	\$4,182
5100	150	Instr - Paraprofessionals	\$136,000	2		\$12,364	\$12,364	\$12,364	\$12,364	\$12,364	\$12,364	\$12,364	\$12,364	\$12,364	\$12,364	\$12,364	\$12,364
5100	210	Instr - Retirement	\$314,717	2		\$28,611	\$28,611	\$28,611	\$28,611	\$28,611	\$28,611	\$28,611	\$28,611	\$28,611	\$28,611	\$28,611	\$28,611
5100	220	Instr - FICA	\$178,169	2		\$16,197	\$16,197	\$16,197	\$16,197	\$16,197	\$16,197	\$16,197	\$16,197	\$16,197	\$16,197	\$16,197	\$16,197
5100	230	Instr - Group Insurance	\$524,400	1	\$43,700	\$43,700	\$43,700	\$43,700	\$43,700	\$43,700	\$43,700	\$43,700	\$43,700	\$43,700	\$43,700	\$43,700	\$43,700
5100	240	Instr - Worker's Compensation	\$29,113	2		\$2,647	\$2,647	\$2,647	\$2,647	\$2,647	\$2,647	\$2,647	\$2,647	\$2,647	\$2,647	\$2,647	\$2,647
5100	250	Instr - Unemployment Compensation	\$3,694	2		\$793	\$793	\$793	\$793	\$793	\$793	\$793	\$793	\$793	\$793	\$793	\$793
5100	360	Instr - Rentals	\$86,793	2	\$32,631	\$2,168	\$2,168	\$2,168	\$2,168	\$2,168	\$2,168	\$2,168	\$2,168	\$2,168	\$2,168	\$2,168	\$2,168
5100	510	Instr - Supplies	\$52,050	1	\$19,519	\$1,301	\$1,301	\$1,301	\$1,301	\$1,301	\$1,301	\$1,301	\$1,301	\$1,301	\$1,301	\$1,301	\$1,301
5100	520	Instr - Textbooks	\$394,800	1	\$31,230												
5100	642	Instr - Furniture, Fixtures (Non Capitalized)	\$352,000	1													
5100	644	Instr - Computer Hardware (Non Capitalized)	\$35,250	1	\$793												
5100	730	Instr - Dues and Fees	\$3,470	1	\$289	\$289	\$289	\$289	\$289	\$289	\$289	\$289	\$289	\$289	\$289	\$289	\$289
		Total For 5100 (Basic Instruction)	\$762,000		\$3,635,677	\$127,999	\$311,795	\$311,615	\$311,615	\$311,615	\$311,615	\$311,615	\$311,615	\$311,615	\$311,615	\$311,615	\$311,615
5200 - Exceptional Education																	
5200	120	ESE - Classroom Teacher Salaries	\$106,000	2		\$9,636	\$9,636	\$9,636	\$9,636	\$9,636	\$9,636	\$9,636	\$9,636	\$9,636	\$9,636	\$9,636	\$9,636
5200	130	ESE - Other Certified Staff Member	\$106,000	2		\$9,636	\$9,636	\$9,636	\$9,636	\$9,636	\$9,636	\$9,636	\$9,636	\$9,636	\$9,636	\$9,636	\$9,636
5200	150	ESE - Paraprofessionals	\$54,400	2		\$4,945	\$4,945	\$4,945	\$4,945	\$4,945	\$4,945	\$4,945	\$4,945	\$4,945	\$4,945	\$4,945	\$4,945
5200	210	ESE - Retirement	\$36,310	2		\$3,301	\$3,301	\$3,301	\$3,301	\$3,301	\$3,301	\$3,301	\$3,301	\$3,301	\$3,301	\$3,301	\$3,301
5200	220	ESE - FICA	\$20,380	2		\$1,853	\$1,853	\$1,853	\$1,853	\$1,853	\$1,853	\$1,853	\$1,853	\$1,853	\$1,853	\$1,853	\$1,853
5200	230	ESE - Group Insurance	\$69,400	1	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700
5200	240	ESE - Worker's Compensation	\$3,330	2		\$304	\$304	\$304	\$304	\$304	\$304	\$304	\$304	\$304	\$304	\$304	\$304
5200	250	ESE - Unemployment Compensation	\$1,134	2		\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103
5200	310	ESE - Professional and Technical Services	\$83,790	2		\$7,617	\$7,617	\$7,617	\$7,617	\$7,617	\$7,617	\$7,617	\$7,617	\$7,617	\$7,617	\$7,617	\$7,617
5200	510	ESE - Supplies	\$2,660	1	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$99
		Total For 5200 (Exceptional Education)	\$482,401		\$6,088	\$44,161	\$43,161	\$43,161	\$43,161	\$43,161	\$43,161	\$43,161	\$43,161	\$43,161	\$43,161	\$43,161	\$43,161
6100 - Pupil Services																	
6100	130	PupServ - Other Certified Staff Member	\$113,000	1	\$9,417	\$9,417	\$9,417	\$9,417	\$9,417	\$9,417	\$9,417	\$9,417	\$9,417	\$9,417	\$9,417	\$9,417	\$9,417
6100	160	PupServ - Other Support Personnel	\$75,200	2		\$6,836	\$6,836	\$6,836	\$6,836	\$6,836	\$6,836	\$6,836	\$6,836	\$6,836	\$6,836	\$6,836	\$6,836
6100	210	PupServ - Retirement	\$25,652	2	\$2,138	\$2,138	\$2,138	\$2,138	\$2,138	\$2,138	\$2,138	\$2,138	\$2,138	\$2,138	\$2,138	\$2,138	\$2,138
6100	220	PupServ - FICA	\$14,397	1	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
6100	230	PupServ - Group Insurance	\$45,600	1	\$3,800	\$3,800	\$3,800	\$3,800	\$3,800	\$3,800	\$3,800	\$3,800	\$3,800	\$3,800	\$3,800	\$3,800	\$3,800
6100	240	PupServ - Worker's Compensation	\$2,353	1	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198
6100	250	PupServ - Unemployment Compensation	\$794	1	\$63	\$63	\$63	\$63	\$63	\$63	\$63	\$63	\$63	\$63	\$63	\$63	\$63
6100	510	PupServ - Supplies	\$3,470	1	\$289	\$289	\$289	\$289	\$289	\$289	\$289	\$289	\$289	\$289	\$289	\$289	\$289

EXHIBIT B

Total For 6100 (Pupil Services)		\$260,427		\$17,102	\$23,939	\$23,939	\$23,939	\$23,939	\$23,939	\$23,939	\$23,939	\$23,939	\$23,939	\$23,939	\$23,939	\$23,939	
6200 - Instructional Media Services																	
6200	133	MediaC. - Other Certified Staff Member	\$53,000		\$4,417	\$4,417	\$4,417	\$4,417	\$4,417	\$4,417	\$4,417	\$4,417	\$4,417	\$4,417	\$4,417	\$4,417	\$4,417
6200	163	MediaC. - Other Support Personnel	\$27,200			\$2,473	\$2,473	\$2,473	\$2,473	\$2,473	\$2,473	\$2,473	\$2,473	\$2,473	\$2,473	\$2,473	\$2,473
6200	210	MediaC. - Retirement	\$10,931		\$911	\$911	\$911	\$911	\$911	\$911	\$911	\$911	\$911	\$911	\$911	\$911	\$911
6200	223	MediaC. - FICA	\$6,135		\$511	\$511	\$511	\$511	\$511	\$511	\$511	\$511	\$511	\$511	\$511	\$511	\$511
6200	233	MediaC. - Group Insurance	\$22,800		\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900
6200	240	MediaC. - Worker's Compensation	\$1,003		\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84	\$84
6200	250	MediaC. - Unemployment Compensation	\$378		\$32	\$32	\$32	\$32	\$32	\$32	\$32	\$32	\$32	\$32	\$32	\$32	\$32
6200	510	MediaC. - Supplies	\$10,410	\$3,470	\$1,301	\$1,301	\$87	\$87	\$87	\$87	\$87	\$87	\$87	\$87	\$87	\$87	\$87
6200	642	MediaC. - Furniture, Fixtures (Non Capitalized)	\$20,000														
Total For 6200 (Instructional Media Services)		\$30,410	\$104,917		\$8,155	\$11,622	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417	\$10,417
6300 - Instructional/Curriculum Development																	
6300	130	Curric - Other Certified Staff Member	\$25,000														
6300	220	Curric - FICA	\$1,913														
6300	240	Curric - Worker's Compensation	\$313														
Total For 6300 (Instructional/Curriculum Development)		\$27,226															
6400 - Instructional Staff Training																	
6400	310	ProfDev - Professional and Technical Services	\$50,000	\$51,200		\$19,200	\$19,200	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280
6400	330	ProfDev - Travel	\$5,000	\$7,800		\$2,925	\$2,925	\$193	\$193	\$193	\$193	\$193	\$193	\$193	\$193	\$193	\$193
6400	510	ProfDev - Supplies	\$5,000	\$2,000		\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167
Total For 6400 (Instructional Staff Training)		\$60,000	\$61,000		\$22,292	\$22,292	\$1,640	\$1,640	\$1,640	\$1,640	\$1,640	\$1,640	\$1,640	\$1,640	\$1,640	\$1,640	\$1,640
6500 - Instructional-Related Technology																	
6500	310	EdTech - Professional and Technical Services		\$12,000		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
6500	644	EdTech - Computer Hardware (Non Capitalized)	\$324,400														
Total For 6500 (Instructional-Related Technology)		\$324,400	\$12,000		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
7100 - Board																	
7100	310	Board - Professional and Technical Services	\$167,500	\$27,500		\$2,292	\$2,292	\$2,292	\$2,292	\$2,292	\$2,292	\$2,292	\$2,292	\$2,292	\$2,292	\$2,292	\$2,292
7100	320	Board - Insurance and Bond Premiums		\$31,230		\$7,808	\$2,603	\$2,603	\$2,603	\$2,603	\$2,603	\$2,603	\$2,603	\$2,603	\$2,603	\$2,603	\$2,603
7100	330	Board - Travel	\$2,500	\$2,500		\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208
7100	510	Board - Supplies	\$600	\$600		\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42
Total For 7100 (Board)		\$170,500	\$61,730		\$10,348	\$5,144	\$5,144	\$5,144	\$5,144	\$5,144	\$5,144	\$5,144	\$5,144	\$5,144	\$5,144	\$5,144	\$5,144
7200 - General / District Administration																	
7200	730	District - Dues and Fees		\$106,064		\$8,839	\$8,839	\$8,839	\$8,839	\$8,839	\$8,839	\$8,839	\$8,839	\$8,839	\$8,839	\$8,839	\$8,839
Total For 7200 (General / District Administration)			\$106,064		\$8,839	\$8,839	\$8,839	\$8,839	\$8,839	\$8,839	\$8,839	\$8,839	\$8,839	\$8,839	\$8,839	\$8,839	\$8,839
7300 - School Administration																	
7300	110	Admin - Administrator Salaries	\$61,500	\$175,000		\$14,583	\$14,583	\$14,583	\$14,583	\$14,583	\$14,583	\$14,583	\$14,583	\$14,583	\$14,583	\$14,583	\$14,583
7300	160	Admin - Other Support Personnel	\$10,400	\$99,200		\$8,267	\$8,267	\$8,267	\$8,267	\$8,267	\$8,267	\$8,267	\$8,267	\$8,267	\$8,267	\$8,267	\$8,267
7300	210	Admin - Retirement	\$9,800	\$37,373		\$3,114	\$3,114	\$3,114	\$3,114	\$3,114	\$3,114	\$3,114	\$3,114	\$3,114	\$3,114	\$3,114	\$3,114
7300	223	Admin - FICA	\$5,500	\$20,976		\$1,748	\$1,748	\$1,748	\$1,748	\$1,748	\$1,748	\$1,748	\$1,748	\$1,748	\$1,748	\$1,748	\$1,748
7300	233	Admin - Group Insurance	\$11,400	\$57,000		\$4,750	\$4,750	\$4,750	\$4,750	\$4,750	\$4,750	\$4,750	\$4,750	\$4,750	\$4,750	\$4,750	\$4,750
7300	240	Admin - Worker's Compensation	\$859	\$3,428		\$298	\$298	\$298	\$298	\$298	\$298	\$298	\$298	\$298	\$298	\$298	\$298
7300	253	Admin - Unemployment Compensation	\$967	\$945		\$74	\$74	\$74	\$74	\$74	\$74	\$74	\$74	\$74	\$74	\$74	\$74
7300	310	Admin - Professional and Technical Services		\$2,776		\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231
7300	360	Admin - Rentals	\$11,822	\$37,876		\$3,156	\$3,156	\$3,156	\$3,156	\$3,156	\$3,156	\$3,156	\$3,156	\$3,156	\$3,156	\$3,156	\$3,156
7300	370	Admin - Communications		\$3,470		\$289	\$289	\$289	\$289	\$289	\$289	\$289	\$289	\$289	\$289	\$289	\$289
7300	390	Admin - Other Purchased Services	\$6,940	\$6,940		\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$578	\$578
7300	510	Admin - Supplies	\$5,000	\$15,268		\$5,726	\$5,726	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382
7300	622	Admin - AV Materials (Non Capitalized)		\$2,776		\$1,388	\$1,388										
7300	642	Admin - Furniture, Fixtures (Non Capitalized)	\$33,000														
7300	644	Admin - Computer Hardware (Non Capitalized)	\$8,250	\$750		\$375	\$375										
7300	730	Admin - Dues and Fees		\$2,776		\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231
Total For 7300 (School Administration)		\$165,075	\$466,594		\$44,802	\$44,802	\$37,699	\$37,699	\$37,699	\$37,699	\$37,699	\$37,699	\$37,699	\$37,699	\$37,699	\$37,699	\$37,699
7400 - Facilities Acquisition																	
7400	360	Acquire Facility - Rentals		\$182,400		\$15,200	\$15,200	\$15,200	\$15,200	\$15,200	\$15,200	\$15,200	\$15,200	\$15,200	\$15,200	\$15,200	\$15,200
Total For 7400 (Facilities Acquisition)			\$182,400		\$15,200	\$15,200	\$15,200	\$15,200	\$15,200	\$15,200	\$15,200	\$15,200	\$15,200	\$15,200	\$15,200	\$15,200	\$15,200
7500 - Fiscal Services																	
7500	310	Fiscal - Professional and Technical Services		\$128,778		\$10,731	\$10,731	\$10,731	\$10,731	\$10,731	\$10,731	\$10,731	\$10,731	\$10,731	\$10,731	\$10,731	\$10,731
Total For 7500 (Fiscal Services)			\$128,778		\$10,731	\$10,731	\$10,731	\$10,731	\$10,731	\$10,731	\$10,731	\$10,731	\$10,731	\$10,731	\$10,731	\$10,731	\$10,731
7600 - Food Services																	
7600	510	Lunch - Supplies	\$3,000	\$300		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
7600	570	Lunch - Food		\$449,955			\$40,905	\$40,905	\$40,905	\$40,905	\$40,905	\$40,905	\$40,905	\$40,905	\$40,905	\$40,905	\$40,905
7600	641	Lunch - Furniture, Fixtures-Capitalized	\$20,000														
7600	642	Lunch - Furniture, Fixtures (Non Capitalized)	\$18,000														
7600	644	Lunch - Computer Hardware (Non Capitalized)	\$2,000														
7600	690	Lunch - Computer Software		\$5,604		\$467	\$467	\$467	\$467	\$467	\$467	\$467	\$467	\$467	\$467	\$467	\$467
Total For 7600 (Food Services)		\$43,000	\$455,859		\$462	\$41,399	\$41,399	\$41,399	\$41,399	\$41,399	\$41,399	\$41,399	\$41,399	\$41,399	\$41,399	\$41,399	\$41,399
7720 - Information Services																	
7720	310	InfServ - Professional and Technical Services	\$22,500	\$5,000		\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417

EXHIBIT B

Newberry Community School 70% Enrollment Scenario Five Year Budget Projections Complete Budget - Alachua County

Func	Obj	Estimated Enrollment	486	499	511	646	661
		Description	Year 1	Year 2	Year 3	Year 4	Year 5

Income

FEFP Calculations

3310-01		Base FEFP Funding	\$0	\$2,883,070	\$3,006,547	\$3,126,430	\$3,951,700	\$4,098,224	2024-25 Rev Worksheet 1.5% Annual Increase K-5; ESE Disabilities 15%, Gifted 7%, ESOL 5%; PreK ESE Disabilities 100%; Transportation: 33% Ridership
3310-02		FEFP - ESE Guaranteed Allocation	\$0	\$161,709	\$135,623	\$138,548	\$167,941	\$171,220	
3310-03		FEFP - Supplemental Academic Instruction	\$0	\$136,522	\$140,175	\$143,543	\$181,465	\$185,679	
3310-04		FEFP - Discretionary Millage Compression Allocation	\$0	\$112,936	\$115,960	\$118,748	\$150,120	\$153,606	
3310-05		FEFP - Safe Schools Allocation	\$0	\$66,438	\$68,214	\$69,856	\$88,309	\$90,360	
3310-08		FEFP - Mental Health Assistance Allocation	\$0	\$31,564	\$32,410	\$33,188	\$41,957	\$42,930	
3310-12		FEFP - Discretionary Local Effort	\$0	\$301,917	\$310,205	\$317,807	\$395,761	\$404,369	
3310-13		FEFP - Proration to Funds Available	\$0	-\$3,743	-\$3,846	-\$3,940	-\$4,907	-\$5,014	
3310-15		FEFP - Student Transportation Funds	\$0	\$93,558	\$97,849	\$101,662	\$129,366	\$134,326	
3355		Class Size Reduction Allocations	\$0	\$509,516	\$531,469	\$552,782	\$694,251	\$719,524	
FEFP Subtotals			\$0	\$4,293,486	\$4,434,606	\$4,598,624	\$5,795,963	\$5,995,225	

School Lunch Program

3261		NSLP - School Lunch Reimbursement	\$0	\$66,982	\$138,748	\$142,735	\$180,212	\$184,199	Assumes 47% FRL students with 75% of FRL students participating in lunch; Reimbursement rate at 2024-25 rate of \$4.43/lunch meal; Year 1 assumes a 6 month delay before receiving NSLP status.
3262		NSLP - School Breakfast Reimbursement	\$0	\$23,890	\$49,912	\$50,765	\$63,990	\$65,696	Assumes 47% FRL students with 50% of FRL students participating in breakfast; Reimbursement rate at 2024-25 rate of \$2.37/breakfast meal; Year 1 assumes a 6 month delay before receiving NSLP status.
3451		Selling Student Lunches	\$0	\$102,267	\$105,993	\$109,197	\$137,889	\$141,093	Assumes 53% full pay students with 50% of full pay students participating in lunch; Cost at \$4.25/lunch meal.
3452		Selling Student Breakfasts	\$0	\$24,426	\$26,280	\$26,640	\$33,714	\$34,488	Assumes 53% full pay students with 25% of full pay students participating in breakfast; Cost at \$2/breakfast meal.
School Lunch Program Subtotals			\$0	\$217,564	\$320,933	\$329,337	\$415,805	\$425,477	

Other Income Sources

3440		Gifts, Grants and Bequests	\$0	\$80,000	\$80,800	\$81,608	\$82,424	\$83,248	City In Kind - Equal to SRO Expense
3473		School-Age Child Care Fees	\$0	\$233,550	\$240,750	\$245,700	\$310,500	\$318,150	After Care: 20% Participation at \$15/student/day Before Care: 10% Participation at \$5/student/day; Conservatively assumes 47% receives 50% discount.
3495		One Mill Voted Ad Valorem Referendum	\$0	\$388,800	\$399,200	\$408,800	\$516,800	\$528,800	One Mill Ad Valorem Operating Referendum at \$800 per Unweighted FTE
3720		Loan Proceeds	\$1,260,000	\$170,000	\$160,000	\$210,000	\$0	\$0	City Loan at \$1,800,000 - repayment over 30 years with payments beginning in year 5
Other Income Sources Subtotals			\$1,260,000	\$872,350	\$880,750	\$946,108	\$909,724	\$930,198	

Total Income	\$1,260,000	\$5,383,401	\$5,636,289	\$5,874,069	\$7,121,492	\$7,350,900
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EXHIBIT B

Expenses

5100 - Basic Instruction

5100	120	Instr - Classroom Teacher Salaries	\$0	\$1,378,000	\$1,513,680	\$1,543,954	\$1,968,541	\$2,065,281	Classroom Teachers: Yr 1: 26, Yr 2: 28, Yr 3: 28, Yr 4: 35, Yr 5: 36; Average Salary at \$53,000; Raises: 2% Annually (100% Highly Effective at 1.5% Increase + COL 0.5% Increase);
5100	130	Instr - Other Certified Staff Member	\$0	\$199,500	\$203,728	\$208,010	\$216,027	\$220,605	Specialty Teachers: Yr 1-5: 3.5 (1 PE, 0.5 Art, 0.5 Music, 0.5 ELL, 0.5 Science/Tech, 0.5 Reading); Average Salary at \$53,000; Raises: 2% Annually (100% Highly Effective at 1.5% Increase + COL 0.5% Increase); \$20,000 Yr 1 Stipends, Yr 2-5 Stipends increasing annually with enrollment;
5100	140	Instr - Substitute Teachers	\$0	\$35,000	\$37,000	\$37,000	\$44,000	\$45,000	\$125/day at 8 days/teacher/year;
5100	150	Instr - Paraprofessionals	\$0	\$54,400	\$55,488	\$56,598	\$86,595	\$88,326	Paraprofessionals Yr1-3: 2, Yr 4-5: 3; Average Salary \$27,200 (\$17/hr, 40 hrs/week, 40 weeks/yr); 2% annual increase;
5100	210	Instr - Retirement	\$0	\$220,520	\$239,667	\$244,460	\$306,946	\$320,904	13.63% of gross salaries (2024-25 FRS Reg Class Employer Rate)
5100	220	Instr - FICA	\$0	\$124,840	\$135,627	\$138,355	\$173,744	\$181,627	7.65% of gross salaries
5100	230	Instr - Group Insurance	\$0	\$353,400	\$379,962	\$383,762	\$481,563	\$498,241	\$950/employee/month for health/life insurance (assumes 100% employee participation)
5100	240	Instr - Worker's Compensation	\$0	\$20,399	\$22,161	\$22,607	\$28,390	\$29,678	1.25% of gross salaries
5100	250	Instr - Unemployment Compensation	\$0	\$6,426	\$6,804	\$6,804	\$8,316	\$8,505	2.7% of first \$7,000 annually per employee
5100	360	Instr - Rentals	\$0	\$60,750	\$62,999	\$65,159	\$83,197	\$85,980	Academic Software: \$125/student/year
5100	510	Instr - Supplies	\$0	\$36,450	\$37,799	\$39,095	\$49,918	\$51,588	General Instructional Materials: \$75/student/year
5100	520	Instr - Textbooks	\$291,600	\$43,740	\$82,689	\$84,862	\$175,007	\$111,605	Textbooks:\$600/new student/year + \$60/returning student/year; Consumables: \$40/student/year; Assessments: \$50/student/year;
5100	642	Instr - Furniture, Fixtures (Non Capitalized)	\$224,000	\$0	\$16,160	\$8,161	\$65,939	\$16,650	Classroom Furniture: \$8,000/new classroom (New Classrooms: Yr 1: 28, Yr 2: 1, Yr 4: 7, Yr 5: 1) plus refresh at 1 classroom annually beginning year 2;
5100	644	Instr - Computer Hardware (Non Capitalized)	\$27,000	\$750	\$3,030	\$1,530	\$6,955	\$30,438	Teacher Computers: \$750/new teacher/year; 5% refresh begins year 1 plus 4 year refresh for all year 1 computers in Year 5;
5100	730	Instr - Dues and Fees	\$0	\$2,430	\$2,520	\$2,606	\$3,328	\$3,439	\$5/student/year
Total For 5100 (Basic Instruction)			\$542,600	\$2,536,605	\$2,799,314	\$2,842,963	\$3,698,464	\$3,757,867	

5200 - Exceptional Education

5200	120	ESE - Classroom Teacher Salaries	\$0	\$106,000	\$54,060	\$55,141	\$56,244	\$57,369	PreK ESE Teachers: Yr 1: 2, Yr 2-5: 1; Average Salary at \$53,000; Raises: 2% Annually (100% Highly Effective at 1.5% Increase + COL 0.5% Increase)
5200	130	ESE - Other Certified Staff Member	\$0	\$53,000	\$108,120	\$110,282	\$112,488	\$114,738	K-5 ESE Staff: ESE Teachers: Yr 1: 1 Yr 2-5: 2; Average Salary at \$53,000; Raises: 2% Annually (100% Highly Effective at 1.5% Increase + COL 0.5% Increase)
5200	150	ESE - Paraprofessionals	\$0	\$54,400	\$27,744	\$28,299	\$28,865	\$29,442	PreK ESE Paraprofessional: Yr 1: 2, Yr 2-5: 1; Average Salary \$27,200 (\$17/hr, 40 hrs/week, 40 weeks/yr); 2% annual increase;
5200	210	ESE - Retirement	\$0	\$29,086	\$25,887	\$26,404	\$26,932	\$27,471	13.63% of gross salaries (2024-25 FRS Reg Class Employer Rate)
5200	220	ESE - FICA	\$0	\$16,325	\$14,529	\$14,820	\$15,116	\$15,418	7.65% of gross salaries
5200	230	ESE - Group Insurance	\$0	\$57,000	\$46,056	\$46,517	\$46,982	\$47,452	\$950/employee/month for health/life insurance (assumes 100% employee participation)
5200	240	ESE - Worker's Compensation	\$0	\$2,668	\$2,374	\$2,422	\$2,470	\$2,519	1.25% of gross salaries
5200	250	ESE - Unemployment Compensation	\$0	\$945	\$756	\$756	\$756	\$756	2.7% of first \$7,000 annually per employee

EXHIBIT B

5200	310	ESE - Professional and Technical Services	\$0	\$58,590	\$53,449	\$55,269	\$68,154	\$70,147	ESE Services: \$70/hour at 15 min /ESE student/week at 36 weeks; 100% PreK ESE: Yr 1: 25 FTE, Yr 2-5: 13 FTE; 15% K-5 ESE: Yr 1: 68, Yr 2: 71, Yr 3: 73 Yr 4: 92, Yr 5: 94;
5200	510	ESE - Supplies	\$0	\$1,860	\$1,697	\$1,755	\$2,164	\$2,227	\$20/ ESE student/year;
Total For 5200 (Exceptional Education)			\$0	\$379,874	\$334,672	\$341,664	\$360,171	\$367,539	

6100 - Pupil Services

6100	130	PupServ - Other Certified Staff Member	\$0	\$60,000	\$61,200	\$62,424	\$63,672	\$64,946	School Counselor: Salary \$60,000; 2% annual increase;
6100	160	PupServ - Other Support Personnel	\$0	\$48,000	\$48,960	\$49,939	\$50,938	\$51,957	Nurse: Salary \$48,000 (\$30/hr, 40 hrs/week, 40 weeks/yr); 2% annual increase; 2% annual increase;
6100	210	PupServ - Retirement	\$0	\$14,720	\$15,015	\$15,315	\$15,621	\$15,934	13.63% of gross salaries (2024-25 FRS Reg Class Employer Rate)
6100	220	PupServ - FICA	\$0	\$8,262	\$8,427	\$8,596	\$8,768	\$8,943	7.65% of gross salaries
6100	230	PupServ - Group Insurance	\$0	\$22,800	\$23,028	\$23,258	\$23,491	\$23,726	\$.950/employee/month for health/life insurance (assumes 100% employee participation)
6100	240	PupServ - Worker's Compensation	\$0	\$1,350	\$1,377	\$1,405	\$1,433	\$1,461	1.25% of gross salaries
6100	250	PupServ - Unemployment Compensation	\$0	\$378	\$378	\$378	\$378	\$378	2.7% of first \$7,000 annually per employee
6100	510	PupServ - Supplies	\$0	\$2,430	\$2,520	\$2,606	\$3,328	\$3,439	\$5/student/year
Total For 6100 (Pupil Services)			\$0	\$157,940	\$160,905	\$163,921	\$167,629	\$170,784	

6200 - Instructional Media Services

6200	510	MediaC. - Supplies	\$7,290	\$2,430	\$2,520	\$2,606	\$3,328	\$3,439	Library Books: Startup: \$15/student/year. Year 1-5: \$5/student/year
6200	642	MediaC. - Furniture, Fixtures (Non Capitalized)	\$20,000	\$0	\$1,010	\$1,030	\$1,062	\$1,105	Media Center Furniture: Startup: \$20,000; Yr 2-5: 5% refresh;
Total For 6200 (Instructional Media Services)			\$27,290	\$2,430	\$3,530	\$3,637	\$4,389	\$4,544	

6300 - Instructional/Curriculum Development

6300	130	Curric - Other Certified Staff Member	\$25,000	\$0	\$0	\$0	\$0	\$0	Curriculum Development Stipend: Startup: \$25,000;
6300	220	Curric - FICA	\$1,913	\$0	\$0	\$0	\$0	\$0	7.65% of gross salaries
6300	240	Curric - Worker's Compensation	\$313	\$0	\$0	\$0	\$0	\$0	1.25% of gross salaries
Total For 6300 (Instructional/Curriculum Development)			\$27,225	\$0	\$0	\$0	\$0	\$0	

6400 - Instructional Staff Training

6400	310	ProfDev - Professional and Technical Services	\$35,000	\$35,300	\$14,570	\$14,641	\$16,112	\$16,384	Professional Learning: Startup: \$35,000; Yr 1: \$14,000 + \$600/certified staff/year; Yr 2-5: \$7,000 + \$200/certified staff/year
6400	330	ProfDev - Travel	\$3,500	\$5,325	\$5,625	\$5,625	\$6,675	\$6,825	Professional Learning Travel: Startup: \$3,500; Yr 1-5: \$150/certified staff/year;
6400	510	ProfDev - Supplies	\$3,500	\$1,400	\$1,414	\$1,428	\$1,442	\$1,457	Professional Learning Supplies: Startup: \$3,500; Yr 1-5: \$1,400/year
Total For 6400 (Instructional Staff Training)			\$42,000	\$42,025	\$21,609	\$21,694	\$24,230	\$24,666	

6500 - Instructional-Related Technology

6500	310	EdTech - Professional and Technical Services	\$0	\$12,000	\$12,600	\$13,230	\$13,892	\$14,586	IT Contracted Service: \$12,000 per year
6500	644	EdTech - Computer Hardware (Non Capitalized)	\$213,200	\$0	\$19,190	\$14,893	\$70,267	\$99,066	Student Laptops: 4:1 device:student ratio at \$600/device plus 10% annual refresh begin year 3; Classroom Technology: \$5,000/new classroom/year (New Classrooms: Yr 1: 28, Yr 2: 1, Yr 4: 7, Yr 5: 1) plus refresh at 1 classroom annually beginning year 2.
Total For 6500 (Instructional-Related Technology)			\$213,200	\$12,000	\$31,790	\$28,123	\$84,158	\$113,652	

EXHIBIT B

7100 - Board

7100	310	Board - Professional and Technical Services	\$167,500	\$27,500	\$27,775	\$28,053	\$28,333	\$28,617	Legal/Consulting: Startup: \$165,000/year Yr 1-5: \$25,000/year; Board Training: \$2,500/year;
7100	320	Board - Insurance and Bond Premiums	\$0	\$21,870	\$22,680	\$23,457	\$29,951	\$30,953	Liability/Professional Insurance: \$45/student/year
7100	330	Board - Travel	\$2,500	\$2,500	\$2,525	\$2,550	\$2,576	\$2,602	Board Travel: \$2,500/year
7100	510	Board - Supplies	\$500	\$500	\$505	\$510	\$515	\$520	Board Supplies: \$500/year
Total For 7100 (Board)			\$170,500	\$52,370	\$53,485	\$54,570	\$61,375	\$62,691	

7200 - General / District Administration

7200	730	District - Dues and Fees	\$0	\$106,032	\$106,621	\$107,956	\$107,617	\$108,778	District Fee: 5% FEFP at 250 FTE cap
Total For 7200 (General / District Administration)			\$0	\$106,032	\$106,621	\$107,956	\$107,617	\$108,778	

7300 - School Administration

7300	110	Admin - Administrator Salaries	\$61,500	\$175,000	\$178,500	\$182,070	\$185,711	\$189,426	Principal: Salary \$97,000 Startup 6 months; Assistant Principal: Salary \$78,000 Startup 2 months; 2% annual increase;
7300	160	Admin - Other Support Personnel	\$10,400	\$70,400	\$71,808	\$88,226	\$74,709	\$76,203	Executive Assistant: Average Salary \$41,600 (\$20/hr, 40 hrs/week, 52 weeks/yr); Data Entry: Average Salary \$14,400 (\$18/hr, 20 hrs/week, 40 weeks/yr); Registrar: Average Salary \$14,400 (\$18/hr, 20 hrs/week, 40 weeks/yr); 2% annual increase;
7300	210	Admin - Retirement	\$9,800	\$33,448	\$34,117	\$36,841	\$35,495	\$36,205	13.63% of gross salaries (2024-25 FRS Reg Class Employer Rate)
7300	220	Admin - FICA	\$5,500	\$18,773	\$19,149	\$20,678	\$19,922	\$20,321	7.65% of gross salaries
7300	230	Admin - Group Insurance	\$11,400	\$45,600	\$46,056	\$46,517	\$46,982	\$47,452	\$950/employee/month for health/life insurance (assumes 100% employee participation)
7300	240	Admin - Worker's Compensation	\$899	\$3,068	\$3,129	\$3,379	\$3,255	\$3,320	1.25% of gross salaries
7300	250	Admin - Unemployment Compensation	\$567	\$945	\$945	\$945	\$945	\$945	2.7% of first \$7,000 annually per employee
7300	310	Admin - Professional and Technical Services	\$0	\$1,944	\$2,016	\$2,085	\$2,662	\$2,751	\$4/student/year
7300	360	Admin - Rentals	\$9,118	\$26,567	\$27,485	\$30,122	\$35,827	\$36,757	Copy Machine: \$30/student/year; Admin Software: Startup: \$2,500+\$13/Yr 1 students Yr 1-5: \$100/staff/year + \$13/student/year;
7300	370	Admin - Communications	\$0	\$2,430	\$2,520	\$2,606	\$3,328	\$3,439	Postage: \$5/student/year
7300	390	Admin - Other Purchased Services	\$4,860	\$4,860	\$5,090	\$5,316	\$6,855	\$7,155	Marketing: \$10/student/year
7300	510	Admin - Supplies	\$5,000	\$10,692	\$11,088	\$11,468	\$14,643	\$15,132	Office Supplies: Startup: \$5,000, Yr 1-5: \$22/student/year
7300	622	Admin - AV Materials (Non Capitalized)	\$0	\$1,944	\$2,016	\$2,085	\$2,662	\$2,751	Admin Equipment: \$4/student/year
7300	642	Admin - Furniture, Fixtures (Non Capitalized)	\$24,000	\$0	\$1,212	\$1,224	\$1,236	\$1,249	Admin Furniture: Startup: \$24,000; 5% refresh begin year 2;
7300	644	Admin - Computer Hardware (Non Capitalized)	\$6,000	\$0	\$0	\$0	\$0	\$6,244	Admin Computers: \$750/new admin/year; 5% refresh begins year 1 plus 4 year refresh for all year 1 computers in Year 5;
7300	730	Admin - Dues and Fees	\$0	\$1,944	\$2,016	\$2,085	\$2,662	\$2,751	\$4/student/year
Total For 7300 (School Administration)			\$149,044	\$397,615	\$407,146	\$435,647	\$436,896	\$452,102	

7400 - Facilities Acquisition

7400	360	AcquireFacility - Rentals	\$0	\$182,400	\$182,400	\$182,400	\$182,400	\$182,400	Portable Leases; Year 1-5: Current 16 portables at \$950/portable/month;
Total For 7400 (Facilities Acquisition)			\$0	\$182,400	\$182,400	\$182,400	\$182,400	\$182,400	

7500 - Fiscal Services

EXHIBIT B

7500	310	Fiscal - Professional and Technical Services	\$0	\$94,149	\$98,703	\$101,911	\$123,107	\$126,988	External Audit: \$15,000/yr; Fiscal Services (SFS): 1.6% of Net FEFP; Payroll Processing (City): \$25/student;
Total For 7500 (Fiscal Services)			\$0	\$94,149	\$98,703	\$101,911	\$123,107	\$126,988	

7600 - Food Services

7600	510	Lunch - Supplies	\$3,000	\$300	\$303	\$306	\$309	\$312	Misc Supplies: Startup \$3,000+ 10% refresh begin year 1 at \$300;
7600	570	Lunch - Food	\$0	\$313,875	\$323,190	\$331,695	\$418,770	\$428,490	Meal Cost: \$4.50/ lunch meal / \$2.25 / breakfast meal; Assumes 47% FRL students with 75% participating in lunch and 50% participating in breakfast; Assumes 53% full pay students with 50% participating in lunch and 25% participating in breakfast; (Meal cost covers staff paid by third party food service company)
7600	641	Lunch - Furniture, Fixtures-Capitalized	\$20,000	\$0	\$1,010	\$1,020	\$1,030	\$1,041	Capital FFE: Startup \$20,000; 5% refresh begin year 2;
7600	642	Lunch - Furniture, Fixtures (Non Capitalized)	\$18,000	\$0	\$909	\$918	\$927	\$937	NonCapital FFE: Startup \$18,000; 5% refresh begin year 2;
7600	644	Lunch - Computer Hardware (Non Capitalized)	\$2,000	\$0	\$101	\$102	\$103	\$104	Computer Hardware: Startup \$2,000; 5% refresh begin year 2;
7600	690	Lunch - Computer Software	\$0	\$4,534	\$4,645	\$4,717	\$5,432	\$5,512	Software: \$2000/yr + 2% fee on student paid meals
Total For 7600 (Food Services)			\$43,000	\$318,709	\$330,158	\$338,758	\$426,572	\$436,395	

7720 - Information Services

7720	310	InfServ - Professional and Technical Services	\$22,500	\$5,000	\$5,050	\$5,101	\$5,152	\$5,203	Advertising/Marketing Services: Startup: \$22,500, Yr 1-5: \$5,000/year
7720	390	InfServ - Other Purchased Services	\$12,500	\$1,500	\$1,515	\$1,530	\$1,545	\$1,561	Advertising/Marketing Materials: Startup: \$12,500, Yr 1-5: \$1,500/year
Total For 7720 (Information Services)			\$35,000	\$6,500	\$6,565	\$6,631	\$6,697	\$6,764	

7800 - Pupil Transportation

7800	160	Trans - Other Support Personnel	\$0	\$44,400	\$44,400	\$62,160	\$62,160	\$65,120	Bus Drivers: Yr 1-2: 3, Yr 3-5: 4; Salary \$14,800 (\$20/hr, 4 hrs/day, 185 days/yr); 2% annual increase; Assumes 33% Ridership, 55 students/bus;
7800	210	Trans - Retirement	\$0	\$6,052	\$6,052	\$8,472	\$8,472	\$8,876	13.63% of gross salaries (2024-25 FRS Reg Class Employer Rate)
7800	220	Trans - FICA	\$0	\$3,397	\$3,397	\$4,755	\$4,755	\$4,982	7.65% of gross salaries
7800	230	Trans - Group Insurance	\$0	\$34,200	\$34,542	\$46,517	\$46,982	\$47,452	\$950/employee/month for health/life insurance (assumes 100% employee participation)
7800	240	Trans - Worker's Compensation	\$0	\$555	\$555	\$777	\$777	\$814	1.25% of gross salaries
7800	250	Trans - Unemployment Compensation	\$0	\$567	\$567	\$756	\$756	\$756	2.7% of first \$7,000 annually per employee
7800	310	Trans - Professional and Technical Services	\$0	\$3,600	\$3,636	\$4,896	\$4,945	\$4,995	Bus Inspections: \$1,200/bus/year; Buses: Yr 1-2: 3, Yr 3-5: 4;
7800	320	Trans - Insurance and Bond Premiums	\$0	\$15,000	\$15,150	\$20,402	\$20,606	\$20,812	Bus Insurance: \$5,000/bus/year; Buses: Yr 1-2: 3, Yr 3-5: 4;
7800	390	Trans - Other Purchased Services	\$0	\$15,000	\$15,150	\$20,402	\$20,606	\$20,812	Bus Repairs/Maintenanc: \$5,000/bus/year; Buses: Yr 1-2: 3, Yr 3-5: 4;
7800	460	Trans - Gas / Fuel	\$0	\$13,920	\$14,059	\$18,933	\$19,122	\$19,314	\$4/gallon at 9 MPG, 58 miles/bus/day, 180 days; Buses: Yr 1-2: 3, Yr 3-5: 4;
7800	651	Trans - Buses	\$0	\$77,128	\$77,128	\$102,837	\$102,837	\$102,837	Assumes 33% Ridership, 55 students/bus; Buses: Yr 1-2: 3, Yr 3-5: 4; Purchase at \$100,000/ new bus amortized 5 years at 9% interest;
Total For 7800 (Pupil Transportation)			\$0	\$213,818	\$214,635	\$290,908	\$292,019	\$296,769	

7900 - Operation of Plant

EXHIBIT B

7900	160	Facility - Other Support Personnel	\$0	\$72,960	\$74,419	\$75,908	\$106,291	\$108,416	Lead Maintenance/Custodian: Salary \$45,760 (\$22/hr, 40 hrs/week, 52 weeks/yr); 2% annual increase; Other Custodians: Yr 1-3: 1, Yr 4-5: 2: Salary \$27,200 (\$17/hr, 40 hrs/week, 40 weeks/yr); 2% annual increase;
7900	210	Facility - Retirement	\$0	\$9,944	\$10,143	\$10,346	\$14,487	\$14,777	13.63% of gross salaries (2024-25 FRS Reg Class Employer Rate)
7900	220	Facility - FICA	\$0	\$5,581	\$5,693	\$5,807	\$8,131	\$8,294	7.65% of gross salaries
7900	230	Facility - Group Insurance	\$0	\$22,800	\$23,028	\$23,258	\$35,236	\$35,589	\$950/employee/month for health/life insurance (assumes 100% employee participation)
7900	240	Facility - Worker's Compensation	\$0	\$912	\$930	\$949	\$1,329	\$1,355	1.25% of gross salaries
7900	250	Facility - Unemployment Compensation	\$0	\$378	\$378	\$378	\$567	\$567	2.7% of first \$7,000 annually per employee
7900	310	Facility - Professional and Technical Services	\$0	\$80,000	\$80,800	\$81,608	\$82,424	\$83,248	SRO Contract \$80,000/year (Offset by In Kind Revenue from City)
7900	320	Facility - Insurance and Bond Premiums	\$0	\$94,434	\$95,378	\$96,332	\$97,295	\$98,268	Property/Renters Insurance: \$1.25/square foot/year (Facility SF: Yr 1-5: 75,547 SF)
7900	350	Facility - Repairs and Maintenance	\$0	\$75,547	\$76,302	\$77,065	\$77,836	\$78,615	\$1/square foot/year (Facility SF: Yr 1-5: 75,547 SF)
7900	370	Facility - Communications	\$0	\$12,150	\$12,600	\$13,032	\$16,639	\$17,196	Phone/Internet: \$25/student/year
7900	380	Facility - Public Utilities	\$0	\$9,720	\$10,080	\$10,425	\$13,311	\$13,757	Water/Sewer: \$20/student/year
7900	390	Facility - Other Purchased Services	\$0	\$33,332	\$13,623	\$13,906	\$15,714	\$16,059	AC Maintenance: Yr 1 \$25,000, Yr 2-5: \$5,000/yr; Inspections: \$2,500/year; Other Build Services: \$12/student/year;
7900	430	Facility - Electricity	\$0	\$83,102	\$83,933	\$84,772	\$85,620	\$86,476	Electric: \$1.10/square foot/year (Facility SF: Yr 1-5: 75,547 SF)
7900	510	Facility - Supplies	\$0	\$12,150	\$12,600	\$13,032	\$16,639	\$17,196	Custodial Supplies: \$25/student/year
7900	680	Facility - Remodeling/Renovations	\$0	\$5,000	\$5,050	\$5,101	\$5,152	\$5,203	Facility Remodel: \$5,000/year
7900	690	Facility - Computer Software	\$0	\$10,000	\$10,100	\$10,201	\$10,303	\$10,406	Security Software: \$10,000/year
Total For 7900 (Operation of Plant)			\$0	\$528,010	\$515,057	\$522,120	\$586,975	\$595,422	

9100 - Community Service

9100	160	ComSrv - Other Support Personnel	\$0	\$120,065	\$122,466	\$163,409	\$188,758	\$192,524	20% after care participation and 10% before care participation; BAC Workers: 25:1 student ratio; 1 BAC Director: Salary \$41,440 (\$28/hr, 8 hrs/day, 185 days/yr); 2% annual increase; AC Workers: Yr 1-2: 3, Yr 3: 4, Yr 4-5: 5; Salary \$20,812.50 (\$25/hr, 4.5 hrs/day, 185 days/yr); 2% annual increase; BC Workers: Yr 1-3: 1, Yr 4-5: 2; Salary \$16,187.50 (\$25/hr, 3.5 hrs/day, 185 days/yr); 2% annual increase;
9100	210	ComSrv - Retirement	\$0	\$16,365	\$16,692	\$22,273	\$25,728	\$26,241	13.63% of gross salaries (2024-25 FRS Reg Class Employer Rate)
9100	220	ComSrv - FICA	\$0	\$9,185	\$9,369	\$12,501	\$14,440	\$14,728	7.65% of gross salaries
9100	230	ComSrv - Group Insurance	\$0	\$11,400	\$11,514	\$11,629	\$11,745	\$11,863	\$950/FT employee/month for health/life insurance (assumes 100% employee participation)
9100	240	ComSrv - Worker's Compensation	\$0	\$1,501	\$1,531	\$2,043	\$2,359	\$2,407	1.25% of gross salaries
9100	250	ComSrv - Unemployment Compensation	\$0	\$756	\$756	\$945	\$1,134	\$1,134	2.7% of first \$7,000 annually per employee
9100	510	ComSrv - Supplies	\$0	\$44,620	\$46,460	\$47,863	\$61,138	\$63,185	BAC Supplies: \$100/AC student/year plus \$10/AC/student/week at 36 weeks
Total For 9100 (Community Service)			\$0	\$203,892	\$208,788	\$260,662	\$305,303	\$312,082	

9200 - Debt Service

9200	710	DebSrv - Principal Payment	\$0	\$0	\$0	\$0	\$0	\$63,251	Repayment of City Loan: 30 year repayment; Payments begin in year 5;
9200	720	DebSrv - Interest Payment / Debt Service	\$0	\$0	\$0	\$0	\$0	\$21,852	Repayment of City Loan: 30 year repayment at 1% interest; Payments begin in year 5;
Total For 9200 (Debt Service)			\$0	\$0	\$0	\$0	\$0	\$85,103	

EXHIBIT B

9999 - Reserve Funds									
9999	999	Reserve - Reserve Funds	\$0	\$128,805	\$133,038	\$137,959	\$173,879	\$179,857	3% of FEFP
Total For 9999 (Reserve Funds)			\$0	\$128,805	\$133,038	\$137,959	\$173,879	\$179,857	
Total Expenses			\$1,249,859	\$5,363,174	\$5,608,417	\$5,841,523	\$7,041,881	\$7,284,402	

Budget Totals							
Total Income	\$1,260,000	\$5,383,401	\$5,636,289	\$5,874,069	\$7,121,492	\$7,350,900	
Total Expenses	\$1,249,859	\$5,363,174	\$5,608,417	\$5,841,523	\$7,041,881	\$7,284,402	
Net Revenue	\$10,141	\$20,227	\$27,872	\$32,546	\$79,611	\$66,498	
Projected Cash On Hand	\$10,141	\$30,368	\$58,240	\$90,786	\$170,397	\$236,895	

Attachment Y

Proposed Startup Budget

EXHIBIT B

Func	Obj	Description	Plng Yr Total	Dist. Meth. [1]	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Income																
Other Income Sources																
3720		Loan Proceeds	\$1,650,000		\$250,000						\$250,000			\$1,150,000		
			\$1,650,000		\$250,000						\$250,000			\$1,150,000		
		Total Income	\$1,650,000		\$250,000						\$250,000			\$1,150,000		
Expenses																
5100 - Basic Instruction																
5100	520	Instr - Textbooks	\$394,800											\$394,800		
5100	642	Instr - Furniture, Fixtures (Non Capitalized)	\$352,000											\$352,000		
5100	644	Instr - Computer Hardware (Non Capitalized)	\$35,250											\$35,250		
		Total For 5100 (Basic Instruction)	\$782,050											\$782,050		
6200 - Instructional Media Services																
6200	510	MediaC - Supplies	\$10,410											\$10,410		
6200	642	MediaC - Furniture, Fixtures (Non Capitalized)	\$20,000											\$20,000		
		Total For 6200 (Instructional Media Services)	\$30,410											\$30,410		
6300 - Instructional/Curriculum Development																
6300	130	Curric - Other Certified Staff Member	\$25,000										\$6,250	\$6,250	\$6,250	\$6,250
6300	220	Curric - FICA	\$1,913										\$478	\$478	\$478	\$478
6300	240	Curric - Worker's Compensation	\$313										\$78	\$78	\$78	\$78
		Total For 6300 (Instructional/Curriculum Development)	\$27,225										\$6,806	\$6,806	\$6,806	\$6,806
6400 - Instructional Staff Training																
6400	310	ProfDev - Professional and Technical Services	\$50,000								\$4,167	\$4,167	\$4,167	\$12,500	\$12,500	\$12,500
6400	330	ProfDev - Travel	\$5,000								\$833	\$833	\$833	\$833	\$833	\$833
6400	510	ProfDev - Supplies	\$5,000								\$833	\$833	\$833	\$833	\$833	\$833
		Total For 6400 (Instructional Staff Training)	\$60,000								\$5,833	\$5,833	\$5,833	\$14,167	\$14,167	\$14,167
6500 - Instructional-Related Technology																
6500	644	EdTech - Computer Hardware (Non Capitalized)	\$324,400											\$324,400		
		Total For 6500 (Instructional-Related Technology)	\$324,400											\$324,400		
7100 - Board																
7100	310	Board - Professional and Technical Services	\$167,500		\$142,292	\$2,292	\$2,292	\$2,292	\$2,292	\$2,292	\$2,292	\$2,292	\$2,292	\$2,292	\$2,292	\$2,292
7100	330	Board - Travel	\$2,500								\$2,500					
7100	510	Board - Supplies	\$500	1	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42
		Total For 7100 (Board)	\$170,500		\$142,333	\$2,333	\$2,333	\$2,333	\$2,333	\$2,333	\$2,333	\$2,333	\$2,333	\$2,333	\$2,333	\$2,333
7300 - School Administration																
7300	110	Admin - Administrator Salaries	\$61,500								\$8,083	\$8,083	\$8,083	\$8,083	\$14,583	\$14,583
7300	160	Admin - Other Support Personnel	\$10,400											\$3,467	\$3,467	\$3,467
7300	210	Admin - Retirement	\$9,800								\$1,102	\$1,102	\$1,102	\$1,574	\$2,460	\$2,460
7300	220	Admin - FICA	\$5,500								\$618	\$618	\$618	\$884	\$1,381	\$1,381
7300	230	Admin - Group Insurance	\$11,400								\$1,282	\$1,282	\$1,282	\$1,831	\$2,862	\$2,862
7300	240	Admin - Worker's Compensation	\$899								\$101	\$101	\$101	\$144	\$226	\$226
7300	250	Admin - Unemployment Compensation	\$567								\$64	\$64	\$64	\$91	\$142	\$142
7300	360	Admin - Rentals	\$11,822								\$1,822	\$1,822	\$1,822			
7300	390	Admin - Other Purchased Services	\$6,940								\$1,157	\$1,157	\$1,157	\$1,157	\$1,157	\$1,157
7300	510	Admin - Supplies	\$5,000								\$833	\$833	\$833	\$833	\$833	\$833
7300	642	Admin - Furniture, Fixtures (Non Capitalized)	\$33,000								\$3,000		\$6,000	\$24,000	\$0	\$0
7300	644	Admin - Computer Hardware (Non Capitalized)	\$8,250								\$750		\$1,500	\$6,000	\$0	\$0
		Total For 7300 (School Administration)	\$165,078								\$28,812	\$13,240	\$20,740	\$48,065	\$27,111	\$27,111
7600 - Food Services																
7600	510	Lunch - Supplies	\$3,000											\$3,000		
7600	641	Lunch - Furniture, Fixtures-Capitalized	\$20,000											\$20,000		
7600	642	Lunch - Furniture, Fixtures (Non Capitalized)	\$18,000											\$18,000		
7600	644	Lunch - Computer Hardware (Non Capitalized)	\$2,000											\$2,000		
		Total For 7600 (Food Services)	\$43,000											\$43,000		

EXHIBIT B

Func	Obj	Description	Plng Yr Total	Dist. Meth. [1]	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
7720 - Information Services																
7720	310	InfServ - Professional and Technical Services	\$22,500		\$0	\$0	\$0	\$0	\$2,813	\$2,813	\$2,813	\$2,813	\$2,813	\$2,813	\$2,813	\$2,813
7720	390	InfServ - Other Purchased Services	\$12,500		\$0	\$0	\$0	\$0	\$1,563	\$1,563	\$1,563	\$1,563	\$1,563	\$1,563	\$1,563	\$1,563
Total For 7720 (Information Services)			\$35,000		\$0	\$0	\$0	\$0	\$4,375	\$4,375	\$4,375	\$4,375	\$4,375	\$4,375	\$4,375	\$4,375

9999 - Reserve Funds																
Total Expenses			\$1,637,663		\$142,333	\$2,333	\$2,333	\$2,333	\$9,208	\$6,708	\$41,354	\$25,782	\$40,088	\$1,255,606	\$54,792	\$54,792

Budget Totals																
Total Income			\$1,650,000		\$250,000	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$1,150,000	\$0	\$0
Total Expenses			\$1,637,663		\$142,333	\$2,333	\$2,333	\$2,333	\$9,208	\$6,708	\$41,354	\$25,782	\$40,088	\$1,255,606	\$54,792	\$54,792
Net Revenue			\$12,337		\$107,667	-\$2,333	-\$2,333	-\$2,333	-\$9,208	-\$6,708	\$208,646	-\$25,782	-\$40,088	-\$105,606	-\$54,792	-\$54,792
Projected Cash On Hand			\$12,337		\$107,667	\$105,333	\$103,000	\$100,667	\$91,458	\$84,750	\$293,396	\$267,615	\$227,527	\$121,921	\$67,129	\$12,337

Attachment Z

Evidence of External Funding

EXHIBIT B



25440 W Newberry Road
Newberry FL 32669
Tel: 352-472-2161
www.NewberryFL.gov

November 18, 2024

Newberry Community School, Inc.
25440 West Newberry Road
Newberry, Florida 32669

Subject: Letter of Financial Commitment for Newberry Community School Initiative

Dear Members of the Newberry Community School, Inc.,

The City of Newberry is pleased to express its support for the establishment of the Newberry Community School by extending a financial commitment in the amount of \$2.2 million. This funding is aimed at providing essential support to enable the success of this impactful educational initiative for our community's children and families.

The terms of the funding are as follows:

- **Principal Amount:** \$2,201,000 (1.8 million + 400,000 capitalized interest)
- **Interest Rate:** 1.0% (annual)
- **Repayment Schedule:** Repayment of principal and interest will begin on January 1, 2030, with semiannual payments over a thirty (30)-year period. \$75,000 balloon payment every 5 years.
- **Early Repayment Option:** If the Newberry Community School, Inc. receives additional funding these funds shall be prioritized to the extent allowable toward early repayment of the loan without penalty.
- **Non-binding Letter of Intent:** This letter does not serve in the place of formal loan agreement. The City of Newberry and Newberry Community School, Inc. intended to execute a formal loan agreement after the approval of the charter.

In addition to this financial commitment, the City of Newberry will continue to cover the costs associated with a School Resource Officer (SRO) as contracted with the Alachua County School District and the Alachua County Sheriff's Department. This ongoing support, valued at \$80,000 annually, will be provided as an in-kind donation to enhance safety and security for students and staff at the Newberry Community School.

(continued)

EXHIBIT B

Members of the Newberry Community School, Inc.
November 18, 2024
Page 2.

The City of Newberry is committed to working in close partnership with the Newberry Community School, Inc. to ensure the success of this financial arrangement and to support the long-term development of this educational institution. We are confident that this funding and in-kind support will play a vital role in providing a strong foundation for the Newberry Community School and contribute positively to the educational landscape in our city.

We appreciate the dedication of the Newberry Community School, Inc. in advancing this project and look forward to a productive collaboration. Please advise if you have questions or comments regarding this letter. Thank you.

Sincerely,



Jordan Marlowe
Mayor

c: Mike New, PE, City Manager
Scott Walker, City Attorney
Judy Rice, City Clerk
Dallas Lee, Assistant City Manager / Chief Financial Officer
file

EXHIBIT B

Statement of Assurances

As the authorized representative of the applicant group, I hereby certify that the information submitted in this application for a charter for Newberry Community School is accurate and true to the best of my knowledge and belief; and further, I certify that, if awarded a charter, the school:

- Will be nonsectarian in its programs, admission policies, employment practices and operations.
- Will enroll any eligible student who submits a timely application, unless the school receives a greater number of applications than there are spaces for students, in which case students will be admitted through a random selection process.
- Will adhere to the antidiscrimination provisions of section 1000.05, F.S.
- Will adhere to all applicable provision of state and federal law relating to the education of students with disabilities, including the Individuals with Disabilities Education Act; section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.
- Will adhere to all applicable provisions of federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.
- Will participate in the statewide assessment program created under section 1008.22, F.S.
- Will comply with Florida statutes relating to public records and public meetings, including Chapter 119, Florida Statutes, and section 286.011, F.S., which are applicable to applicants even prior to being granted a charter.
- Will obtain and keep current all necessary permits, licenses, and certifications related to fire, health, and safety within the building and on school property.
- Will provide for an annual financial audit in accordance with section 218.39, F.S.

The governing board, at its discretion, allows Derek Danne, Board Chair to sign as the legal correspondent for the school.

Derek E. Danne

Signature

11/26/2024

Date

Derek Danne

Printed Name

-
SNIFFEN & SPELLMAN, P.A.

123 NORTH MONROE STREET • TALLAHASSEE, FL • 32301

PHONE: 850.205.1996 • FAX: 850.205.3004

WWW.SNIFFENLAW.COM

VIA ELECTRONIC AND U.S. MAIL

Attachment "A"

Charter School Review Commission
c/o Vicki Pineda, Charter Schools Director
Office of Independent Education and Parental Choice
325 West Gaines Street
Tallahassee, Florida 32399-0400
charterschools@fldoe.org
info@flcsrc.org

Re: Newberry Community School, Inc.'s Conversion Charter School Application

Dear Charter School Review Commission:

Our Firm has been retained to assist The School Board of Alachua County, Florida ("School Board"), in the review of the November 26, 2024, conversion charter school application submitted by Newberry Community School, Inc. ("Applicant") to the Charter School Review Commission ("CSRC"). After further review and analysis, we believe the CSRC should be aware of a threshold issue related to the application.

As background, the Applicant is applying to convert Newberry Elementary School ("School"), an existing school owned and operated by the School Board as a traditional K-4 elementary school, into a public charter school. **The application should be rejected at the outset, without review by the CSRC, because a majority of the teachers at the School did not vote in favor of converting the School to a charter school and, therefore, the School cannot be converted to a public charter school.** The procedural history of the vote is set forth more specifically below.

On February 20, 2024, the School District of Alachua County, Florida ("School District") received a letter from the parents of a student at the School ("Applicant") requesting that the School District hold a vote on whether to convert the School to a public charter school in accordance with Section 1002.33(3)(b), Florida Statutes, and Rule 6A-6.0787, Florida Administrative Code ("F.A.C."). A copy of that letter is attached hereto as **Exhibit "A."** At the initial community meeting held at the School on February 23, 2024, and at subsequent community meetings held on February 29, 2024, and March 6, 2024, Joel Searby, who identified himself to the School District as "Joel Searby, Board Member, Education First for Newberry, Inc.",¹ explained to the community that teachers who did not vote would be counted as a "no" vote and that the voting requirements that each school was required to use was the 50% plus one standard. Therefore, in order to constitute a majority at the School, 23 teachers must vote "yes" for the vote to pass. A copy of the version of

¹ In a March 21, 2024 article in The Gainesville Sun, Joel Searby was identified as "a political strategist and Archer resident," who "prepared the plan and helped launch the 501(c)(4) Education First for Newberry, the organization spearheading the conversion efforts." (See link to article [here](#)). On September 6, 2024, The Gainesville Sun reported that Joel Searby was "first arrested on June 20 on charges of lewd or lascivious conduct, use of a computer to solicit a minor, enticing a minor to travel, and unlawful use of a two-way communication device" and, in an updated article on September 9, 2024, reports that he "now faces 12 counts of possession of child pornography." (See link to article [here](#).)

EXHIBIT C

Rule 6A-6.0787, F.A.C. (the “Ballot Rule”), which was in effect during the time of the vote and was last revised on November 22, 2022, is attached hereto as **Exhibit “B.”**

In accordance with the Ballot Rule, all eligible parents and teachers were properly notified² of the pending vote by the School District, the purpose for the vote, and the procedures for the vote in accordance with the Ballot Rule. A copy of the letter sent by the Principal to all prospective parent voters is attached hereto as **Exhibit “C.”** Voting by eligible parents and teachers occurred between April 5, 2024, and April 12, 2024. Prior to the vote, both parties agreed to select the Alachua County Supervisor of Elections to serve as the independent arbitrator. On April 17, 2024, the independent arbitrator and her staff read the rules aloud before starting the count and then counted the ballots at a public meeting. After the ballots were tabulated, it was announced that the teacher vote failed because a majority of eligible teachers did *not* vote in favor of converting the School to a public charter school. The final ballot results, reflecting the failed vote, were duly posted at the School, on the School District’s website at www.sbac.edu/charterconversion (where it remains), and on the School District’s Facebook page.³ In addition, on the afternoon of April 17, 2024, the School District sent parents at all three Newberry Schools an email, phone message, and a text message about the failed votes. The Applicant has not challenged the voting results.

The plain language of the Ballot Rule, specifically Rule 6A-6.0787(4), F.A.C., states: “For purposes of this rule a teacher is an individual as defined in Section 1012.01(2)(a), F.S., and employed by the school for more than half of each school day. School administrators are not eligible to vote.” Based on this language, prior to the vote, the School District determined, and the Applicant agreed, that there were 44 teachers eligible to vote and that it would take a majority of eligible teachers and parents voting in favor in order to convert the School to a public charter school.⁴ Before the voting took place, both the School District and Applicant published notices and informational pieces outlining the voting process, further clarifying that a majority meant 50% plus one pursuant to the Ballot Rule, specifically Rule 6A-6.0787(5)(d), F.A.C., which states: “for purposes of this rule, **a majority is more than half.**” (Emphasis added.) As an example, the PowerPoint presentation created by Newberry Education First, a copy of which is attached hereto as **Exhibit “D,”** specifically addressed the “Votes to Pass” on Slide 11, and states: “TEACHERS: *Minimum 23 must vote yes to approve.*” The final vote was 22 teachers voting “yes” and 21 teachers voting “no.” The plain language of the Ballot Rule, specifically Rule 6A-6.0787(3)(e), F.A.C., stated: “If a majority of parents and/or teachers do not support the charter proposal, **the application may not be submitted to the sponsor.**” (Emphasis added.)

² In addition to the letter, the School District sent an email, phone message, and text to families and staff through the School Messenger Skyler notification system.

³ In an April 17, 2024, article, The Gainesville Sun reported that “the conversion movement failed in all three cases” and reported the voting results. “There were 44 teachers eligible to vote and the total number of “yes” votes needed was 50% plus 1 of that number, meaning 23 “yes” votes were needed to pass the teacher vote. This was not met due to an incorrectly placed ballot — if the ballot had been correct, and the teacher’s intent to vote “yes” was clear, conversion of Newberry Elementary could have passed.” (See link to article [here](#)).

⁴ Note that the same voting process was proffered in the parents’ initial February 20, 2024, request that the School District hold a vote on whether to convert the School to a public charter school in accordance with Section 1002.33(3)(b), Florida Statutes, and Rule 6A-6.0787, Florida Administrative Code, a copy of which is attached as Exhibit “A.”

EXHIBIT C

The Florida Department of Education's ("Department") standard charter school Application Cover Sheet "requires that the applicant must attach as Attachment A evidence of compliance with the voting requirements set forth in section 1002.33(3)(b), F.S." The Applicant's Attachment A (beginning on page 112 of the application) consists of a letter from their attorney which incorrectly states that the teachers and parents voted in favor of converting the School to a public charter school. Other than this assertion in the letter, and a brief statement in the Executive Summary,⁵ there is no documentation from the School District in the Applicant's application affirming that the conversion vote actually passed.

After the vote, the Applicant noted that the voting requirements in the Ballot Rule were slightly different from the voting requirements set forth in the authorizing statute. Specifically, Section 1002.33(3)(b), Florida Statutes, states, in part, that "a charter school shall demonstrate the support of **at least 50 percent of the teachers employed at the school** and 50 percent of the parents voting whose children are enrolled at the school, provided that a majority of the parents eligible to vote participate in the ballot process, according to rules adopted by the State Board of Education." (Emphasis added.). Compare the statutory language with the Ballot Rule language in Rule 6A-6.0787(5)(d), F.A.C., which requires a majority of teachers and parents voting in favor with a majority being defined as "**more than half**." (Emphasis added.) Prior to the vote, neither the School District nor the Applicant requested clarification of the statutory and rule discrepancy from the Department, nor did the Applicant challenge the Ballot Rule's validity. The School District was legally required to follow the Ballot Rule as written. There is the well-established doctrine of "public official standing," which recognizes that public officials may not attack the validity of those laws that they are duty bound to obey. *See, e.g., Sch. Bd. of Collier Cnty. v. Fla. Dep't of Educ.*, 279 So. 3d 281, 288-89 (Fla. 1st DCA 2019). It is axiomatic that the School District cannot pick and choose which rules to follow and which to ignore:

"Every law [and rule] found upon the statute books is presumptively constitutional [and legal] until declared otherwise by the courts..." *State Ex Rel. Atlantic Coast Line R. Co. v. State Bd. of Equalizers*, 84 Fla. 592, 94 So. 681 (Fla. 1922)

Likewise, the CSRC must follow the law as it existed at the time of the vote. When the vote occurred, the law required a majority of teachers and parents to vote "yes" for the conversion to a public charter school. The fact remains that a majority of teachers, where "a majority is more than half," did **not** vote "yes." Though the Applicant may argue that, after the vote was taken, the Ballot Rule was amended by the Department so that the voting requirements in the Ballot Rule match the language in Section 1002.33, Florida Statutes, the amended Ballot Rule has no retroactive application and does not change the outcome of the vote related to this application.

In conclusion, based on the then-current language in the Ballot Rule, both parties agreed upon and circulated to the public the voting standards in advance, requiring 23 "yes" votes from teachers. On April 17, 2024, based on the vote conducted by the agreed-upon independent auditor (a neutral third party), the School District determined, in accordance with Rule 6A-6.0787, F.A.C., that the conversion vote failed. Neither the vote nor the School District determination have

⁵ Page 6 of the application contains the following statement in the Executive Summary: "In April 2024, the parents and teachers of Newberry Elementary School voted to convert the school into a public charter school."

EXHIBIT C

been formally challenged, through a declaratory action, mandamus, or any other sort of action. Accordingly, it is final and binding on the Applicant and cannot now be circumvented by filing a conversion charter school application – thereby ignoring that determination. If the Applicant wishes to challenge the vote determination made by the School District, filing an application with the CSRC is not the appropriate forum to do so. In fact, because the vote failed, the Applicant is prohibited from filing the charter application under Rule 6A-6.0787(3)(e), F.A.C. Considering the above information, the CSRC should reject the November 26, 2024, conversion charter school application filed by Newberry Community School, Inc., without review, because it fails to meet the threshold requirement for a conversion charter school application.

Sincerely,



Terry J. Harmon



Amy D. Envall



Molly L. Shaddock

cc:

The School Board of Alachua County, Florida

Dr. Kamela Patton, Superintendent

Dr. Catherine G. Atria, Deputy Superintendent

David M. Delaney, Esquire, School Board Attorney

William A. Spillias, General Counsel

W. David Chappell, Florida Department of Education Interim General Counsel

Braxton A. Padgett, Esquire, Legal Counsel to Newberry Community School, Inc.

Enc.



February 20, 2024

Principal Vicki McAlhany
Newberry Elementary School
25705 SW 15th Ave
Newberry, FL 32669

RE: Request to Hold Vote to Convert Newberry Elementary School to a Public Charter School Pursuant to Section 1002.33(3)(b), Fla. Stat.

Dear Principal McAlhany:

I am writing this letter on behalf of Nairn and Karyanna Erched of Newberry Elementary School to request that a vote be held amongst the school's teachers and parents to convert the school to a public charter school, pursuant to Section 1002.33(3) (b), Florida Statutes. As set forth in Rule 6A-6.0787, Florida Administrative Code, a vote must be completed within sixty (60) days of the date of this letter and in accordance with the procedures set forth in the rule. We are requesting that voting not commence until April 8, 2024 to allow sufficient time to communicate our vision to stakeholders and ensure that eligible voters are fully informed. This will allow the necessary time to complete the vote and tally the results before the sixty (60) day deadline expires on April 19, 2024.

A summary of the procedures that must be followed in conducting this vote is attached as Exhibit "A." These procedures are summarized from Rule 6A-6.0787, Florida Administrative Code, which is also attached as Exhibit "B." Please refer to the full rule for more information. In addition, Exhibit "C" includes suggested ballot language that may be utilized in conducting the vote.

We look forward to working with you on this exciting opportunity to improve the education of Newberry's children.

Sincerely,

AJ -crdtu/

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Attachments:

- ▶ Exhibit A: Summary of Process for Converting to Public Charter School
- ▶ Exhibit B: Rule 6A-6.0787, Fla. Admin. Code
- ▶ Exhibit C: Sample Ballot Language



EXHIBIT A

Summary of Process for Converting to Public Charter School

To begin the process of converting a district-run public school to a public charter school, a vote must be held amongst teachers and parents to approve the conversion. Below is a summary of the process for conducting the vote, as described in Rule 6A-6.0787, Florida Administrative Code.

- ▶ **INITIATION:** A district school board, the principal, teachers, parents, and/or the school advisory council at an existing public school that has been in operation for at least two (2) years may submit a request in writing to the school administrator. The administrator shall complete the ballot process within sixty (60) days of receipt of the written request.

- ▶ **ELIGIBLE VOTERS:**
 - **Staff:** Only classroom teachers employed by the school for more than half of each school day are eligible to vote. School administrators and other staff members are not eligible to vote.
 - **Parents:** Each household of an enrolled student is eligible for one vote regardless of the number of students residing in the household.

- ▶ **BALLOT REQUIREMENTS:**
 - The vote must be conducted through secret ballots.
 - Written notification of the ballot shall be provided to teachers and parents at least thirty (30) days prior to conducting the ballot. The notification shall include, at a minimum:
 - The definition of a public charter school;
 - A description of the conversion process;
 - The dates and conditions under which a ballot may be submitted;
 - The date and location of a scheduled public meeting where the ballots will be counted; and,
 - Contact information for additional questions.
 - Official ballots must be uniform and distributed to teachers and parents in a sealed, unmarked envelope provided by the school. An extra sealable, unmarked envelope must be provided for absentee ballots.
 - The following additional requirements apply to parent ballots:
 - The ballot and envelope shall be mailed to the household of each student enrolled in the school before the ballot is conducted.
 - Extra ballots shall be made available at the school's location during the balloting window.
 - A ballot may be sent home with a student if the parent's address is found to be invalid.

EXHIBIT C

▶ **VOTING PROCEDURES:**

- A minimum of one (1) school day shall be allotted for teachers to submit a ballot and a minimum of six (6) consecutive school days shall be allotted for parents to submit a ballot.
- Separate ballot boxes shall be created for teacher and parent votes and each box shall be visibly sealed, supervised during school hours, and secured when the school is closed in order to maintain the confidentiality of ballots.
- Upon placement of the ballot by the voter into the ballot box, the school administrator or designee who is not eligible to vote shall confirm the individual's eligibility to vote and document who submitted the ballot in order to ensure only eligible individuals vote and no individual votes more than once.
- A teacher may refuse to vote or choose not to submit a ballot, which is equivalent to voting not to approve the charter proposal.
- A teacher who is also the parent of a student enrolled in the school shall be allowed to submit both a teacher ballot and the parent ballot submitted for the household.
- A majority of parents eligible to vote must participate in the ballot process.

▶ **ABSENTEE VOTING PROCEDURES:**

- A teacher who is absent, on leave, or otherwise unavailable to submit his or her ballot during the designated balloting window may:
 - Designate another individual to submit his or her ballot. The teacher must put the sealed ballot in another envelope and sign the seal of the outside envelope. When the designee presents the ballot at the school's site, it shall be removed from the signed outer envelope and immediately placed in the ballot box.
 - Submit the ballot early upon mutual agreement between the teacher and the school administrator.
- If the parent is unable to submit the ballot in person at the school site, he or she may put the sealed ballot in another envelope, sign the seal of the outside envelope, and mail the ballot to the school. The parent shall include identification on the outer envelope such as a return address to ensure only one ballot is submitted per household. If the ballot is submitted improperly, it shall not be counted.



EXHIBIT C

▶ **BALLOT RESULTS:**

- As soon as possible, but not more than three (3) school days after closing the ballot, a public meeting shall be held in which an independent arbitrator, selected by agreement between the school administrator and the applicant, will unseal the teacher and parent ballot boxes and count the ballots aloud in the presence of meeting attendee.
- Each vote shall be tallied by the independent arbitrator.
- The final ballot results shall be posted in a prominent location on the school site.
- For the vote to pass, a majority (50% +1) of teachers and a majority of parents must vote to support the conversion.
- The tallying of votes must be completed within sixty (60) days from the date of the request.

▶ **POST-VOTE PROCEDURES:**

- If the parents and teachers approve the proposal to convert the school to a public charter school, then the applicants will submit a public charter school application to an agency authorized to approve such application later in 2024.



**NEWBERRY
EDUCATION
FIRST**

Exhibit C

6A-6.0787 Ballot Process for Teacher and Parent Voting for Charter School Conversion Status.

An application be proposing to covert an existing public school to a charter school must demonstrate the support of teachers and parents in accordance with Section 1002.33(3)(b), F.S. The following provisions are established to detail the ballot process by which such support shall be demonstrated.

(1) Initiation of ballot process. A district school board, the principal, teachers, parents, and/or the school advisory council at an existing public school that has been in operation for at least two (2) years may submit a request in writing to the school administrator to conduct a vote for conversion. The administrator shall complete the ballot process within sixty (60) days of receipt of the written request.

(2) Ballot process.

(a) Support for a conversion charter school shall be determined by secret ballot.

(b) Teachers and parents shall be offered the opportunity to vote on whether or not to approve the charter school proposal.

(c) A minimum of one school day shall be allotted for teachers to submit a ballot and a minimum of six

(6) consecutive school days shall be allotted for parents to submit a ballot.

(d) Written notification of a ballot shall be provided to teachers and parents at least thirty (30) days prior to conducting the ballot. The notification shall include, at a minimum:

1. The definition of a charter school;
2. A description of the conversion process;
3. The dates and conditions under which a ballot may be submitted;
4. The date and location of a scheduled public meeting where the ballots will be counted; and,
5. Contact information for additional questions.

(e) The official ballots shall be created and distributed by the school and submitted by teachers and parents in a sealed, unmarked envelope also provided by the school.

(f) Separate ballot boxes shall be created for teacher and parent votes and each box shall be visibly sealed, supervised during school hours, and secured when the school is closed in order to maintain the confidentiality of ballots.

(g) Upon placement of the ballot by the voter into the ballot box, the school administrator or designee who is not eligible to vote shall confirm the individual's eligibility to vote and document who submitted the ballot in order to ensure only eligible individuals vote and no individual votes more than once.

(3) Ballot results.

- (a) As soon as possible, but not more than three (3) school days after closing the ballot, a public meeting shall be held in which an independent arbitrator, selected by the agreement between the school administrator and the applicant, will unseal the teacher and parent ballot boxes and count the ballots aloud in the presence of meeting attendees.
- (b) Each vote shall be tallied by the independent arbitrator.
- (c) The final ballot results shall be posted in a prominent location on the school site.
- (d) If a majority of teachers employed at the school and a majority of voting parents support the charter proposal, the conversion charter application must be submitted during the same calendar year the vote is held.
- (e) If a majority of parents and/or teachers do not support the charter proposal, the application may not be submitted to the sponsor.
- (f) Only one (1) vote per calendar year may be held.

(4) Teacher voting. For purposes of this rule a teacher is an individual as defined in Section 1012.01(2)(a), F.S., and employed by the school for more than half of each school day. School administrators are not eligible to vote.

- (a) Teacher ballots shall be uniform in design and created and distributed by the school along with a sealable, unmarked envelope.
- (b) A teacher who is absent, on leave, or otherwise unavailable to submit his or her ballot during the designated balloting window may:
 - 1. Designate another individual to submit his or her ballot. The teacher must put the sealed ballot in another envelope and sign the seal of the outside envelope. When the designee presents the ballot at the school's site, it shall be removed from the signed outer envelope and immediately placed in the ballot box.
 - 2. Submit the ballot early upon mutual agreement between the teacher and the school administrator.
- (c) A teacher may refuse to vote or choose not to submit a ballot, which is equivalent to voting not to approve the charter proposal.

(5) Parent voting. For purposes of this rule, each household shall receive one ballot regardless of the number of students residing in the household. If a student has two households, the household of the enrolling parent shall receive the ballot.

- (a) Parent ballots shall be uniform in design and created and distributed by the school along with a sealable, unmarked envelope.



EXHIBIT B

Rule 6A-6.0787, Florida Administrative Code

1. The ballot and envelope shall be mailed to the household of each student enrolled in the school before the ballot is conducted.

2. Extra ballots shall be made available at the school's location during the balloting window.

3. A ballot may be sent home with a student if the parent's address is found to be invalid.

(b) If the parent is unable to submit the ballot in person at the school site, he or she may put the sealed ballot in another envelope, sign the seal of the outside envelope, and mail the ballot to the school. The parent shall include identification on the outer envelope such as a return address to ensure only one ballot is submitted per household. If the ballot is submitted improperly, it shall not be counted.

(c) A teacher who is also the parent of a student enrolled in the school shall be allowed to submit both a teacher ballot and the parent ballot submitted for the household.

(d) A majority of parents eligible to vote must participate in the ballot process pursuant to Section 1002.33(3)(b), F.S.; therefore, for purposes of this rule, a majority is more than half.

Rulemaking Authority 1002.33(28) FS. Law Implemented 1002.33(3)(b) FS. History-New 6-22-10, Amended 11-22-22.

EXHIBIT C

Sample Ballot Language

Approval of Parents and Teachers to Convert Newberry Elementary School to a Public Charter School

Shall Newberry Elementary School be converted from a traditional public school operated by the Alachua County School Board to a tuition-free, public charter school which will be governed by a volunteer board of members chosen from the community, with such conversion to be subject to the approval of a public charter school application by an agency authorized to approve such application?

Yes, I approve the conversion to a public charter school

No, I do not approve the conversion to a public charter school

EXHIBIT C

6A-6.0787 Ballot Process for Teacher and Parent Voting for Charter School Conversion Status.

An application be proposing to covert an existing public school to a charter school must demonstrate the support of teachers and parents in accordance with Section 1002.33(3)(b), F.S. The following provisions are established to detail the ballot process by which such support shall be demonstrated.

(1) Initiation of ballot process. A district school board, the principal, teachers, parents, and/or the school advisory council at an existing public school that has been in operation for at least two (2) years may submit a request in writing to the school administrator to conduct a vote for conversion. The administrator shall complete the ballot process within sixty (60) days of receipt of the written request.

(2) Ballot process.

(a) Support for a conversion charter school shall be determined by secret ballot.

(b) Teachers and parents shall be offered the opportunity to vote on whether or not to approve the charter school proposal.

(c) A minimum of one school day shall be allotted for teachers to submit a ballot and a minimum of six (6) consecutive school days shall be allotted for parents to submit a ballot.

(d) Written notification of a ballot shall be provided to teachers and parents at least thirty (30) days prior to conducting the ballot.

The notification shall include, at a minimum:

1. The definition of a charter school;

2. A description of the conversion process;

3. The dates and conditions under which a ballot may be submitted;

4. The date and location of a scheduled public meeting where the ballots will be counted; and,

5. Contact information for additional questions.

(e) The official ballots shall be created and distributed by the school and submitted by teachers and parents in a sealed, unmarked envelope also provided by the school.

(f) Separate ballot boxes shall be created for teacher and parent votes and each box shall be visibly sealed, supervised during school hours, and secured when the school is closed in order to maintain the confidentiality of ballots.

(g) Upon placement of the ballot by the voter into the ballot box, the school administrator or designee who is not eligible to vote shall confirm the individual's eligibility to vote and document who submitted the ballot in order to ensure only eligible individuals vote and no individual votes more than once.

(3) Ballot results.

(a) As soon as possible, but not more than three (3) school days after closing the ballot, a public meeting shall be held in which an independent arbitrator, selected by the agreement between the school administrator and the applicant, will unseal the teacher and parent ballot boxes and count the ballots aloud in the presence of meeting attendees.

(b) Each vote shall be tallied by the independent arbitrator.

(c) The final ballot results shall be posted in a prominent location on the school site.

(d) If a majority of teachers employed at the school and a majority of voting parents support the charter proposal, the conversion charter application must be submitted during the same calendar year the vote is held.

(e) **If a majority of parents and/or teachers do not support the charter proposal, the application may not be submitted to the sponsor.**

(f) Only one (1) vote per calendar year may be held.

(4) Teacher voting. For purposes of this rule a teacher is an individual as defined in Section 1012.01(2)(a), F.S., and employed by the school for more than half of each school day. School administrators are not eligible to vote.

(a) Teacher ballots shall be uniform in design and created and distributed by the school along with a sealable, unmarked envelope.

(b) A teacher who is absent, on leave, or otherwise unavailable to submit his or her ballot during the designated balloting window may:

1. Designate another individual to submit his or her ballot. The teacher must put the sealed ballot in another envelope and sign the seal of the outside envelope. When the designee presents the ballot at the school's site, it shall be removed from the signed outer envelope and immediately placed in the ballot box.

2. Submit the ballot early upon mutual agreement between the teacher and the school administrator.

(c) A teacher may refuse to vote or choose not to submit a ballot, which is equivalent to voting not to approve the charter proposal.

(5) Parent voting. For purposes of this rule, each household shall receive one ballot regardless of the number of students residing in the household. If a student has two households, the household of the enrolling parent shall receive the ballot.

EXHIBIT C

(a) Parent ballots shall be uniform in design and created and distributed by the school along with a sealable, unmarked envelope.

1. The ballot and envelope shall be mailed to the household of each student enrolled in the school before the ballot is conducted.

2. Extra ballots shall be made available at the school's location during the balloting window.

3. A ballot may be sent home with a student if the parent's address is found to be invalid.

(b) If the parent is unable to submit the ballot in person at the school site, he or she may put the sealed ballot in another envelope, sign the seal of the outside envelope, and mail the ballot to the school. The parent shall include identification on the outer envelope such as a return address to ensure only one ballot is submitted per household. If the ballot is submitted improperly, it shall not be counted.

(c) A teacher who is also the parent of a student enrolled in the school shall be allowed to submit both a teacher ballot and the parent ballot submitted for the household.

(d) A majority of parents eligible to vote must participate in the ballot process pursuant to Section 1002.33(3)(b), F.S.; therefore, for purposes of this rule, a majority is more than half.

Rulemaking Authority 1002.33(28) FS. Law Implemented 1002.33(3)(b) FS. History—New 6-22-10, Amended 11-22-22.

EXHIBIT C

Dear Prospective Parent Voter:

Naim and Karyanna Erched of Newberry Elementary School have requested the pursuit of a vote be held amongst the school's teachers and parents to convert Newberry Elementary School to a public charter school pursuant to Section 1002.33(3)(b), Florida Statutes.

The intent of this communication is to provide you the information below regarding the voting process.

Each household will receive one ballot regardless of the number of students residing in the household and attending Newberry Elementary School. If a student has two households, the household of the enrolling parent is eligible to vote.

Please find enclosed

- one ballot
- one sealable, colored unmarked envelope
- one stamped envelope addressed to your child's school

There is only one ballot allowed per household regardless of the number of students enrolled in the school.

To vote in person:

- Complete the ballot
- Place it in the colored envelope, and seal it.
- Submit the ballot at the school site in the ballot box marked for parent votes.
 - Voting is scheduled for April 5, 2024 and April 8, 2024 – April 12, 2024
 - Time: 7:15 am – 3:30 pm on April 5; April 9; April 11
 - Time: 7:15 am – 7:00 pm on April 8; April 10; April 12
 - Location: Portable 99-053 located on the west side of campus behind the cafeteria
- The school administrator or designee will confirm your eligibility to vote and document who submitted a ballot, so **please have photo identification**. Acceptable identification includes a state issued driver's license; state identification card; community ID card; consular ID card; green card; active military ID card; passport; or passport card. **You do not have to be a registered voter to submit your ballot.**

To vote by mail, if you are unable to vote in person:

- Complete the ballot
- Place it in the colored envelope and seal it.
- Place the sealed colored envelope into the stamped envelope addressed to your child's school and seal it.
- Sign the seal on the outer envelope
 - Include identification information on the outer envelope such as your return address and printed name. This identification ensures only one ballot is submitted per household.
- Mail the ballot to the school.

EXHIBIT C

If a ballot is submitted improperly, it shall not be counted. All in-person ballots must be received by 7:00 pm on April 12, 2024. All mail-in ballots must be postmarked no later than April 12, 2024 and received by the school prior to close of business on April 16, 2024.

Updated 3/6/24

Education First for Newberry Teachers



Great Schools for a Great Community



Updated 3/6/24

What is the Newberry Education First Initiative?

A vote will take place in April, by Parents and Teachers at each of the three Newberry Schools, to convert each school from an Alachua County School Board-led school to a *public, community-led charter school*, creating a new school system for the three Newberry Schools, in collaboration with the City of Newberry.

The technical term is a public charter conversion vote.

Updated 3/6/24

What will happen if it passes?

The three Newberry schools will remain public, community-based schools, but transition to public charter schools in partnership with the City of Newberry.

ALL students residing in the geographic area of the schools can attend. They will remain tuition free, be fully funded with no new taxes, and follow all state and federal curriculum standards.

Updated 3/6/24

Why is it happening?

Newberry parents, teachers, staff and residents, but keeping our schools great is increasing pressure on teachers, large classes, and disconnected county school board, divisive politics, and local needs that are going unmet. We are failing our kids - every kid from every background. We must do better and we can do better.

So, a group of parents came together, researched possible solutions and are presenting this solution for a vote of the parents and teachers, in accordance with state statutes.

Updated 3/6/24

Why is it happening *now*?

State law sets out a very specific process for this to happen. You only have 60 days from the request letter to the actual vote. Because of this, our parent leadership felt it was critical to have as much information ready as possible before submitting our request letters so that we would be ready to answer as many of the anticipated questions as possible. We are now in that time period.

You can learn more about the statutes by reading the parent letters posted to our website.

Updated 3/6/24

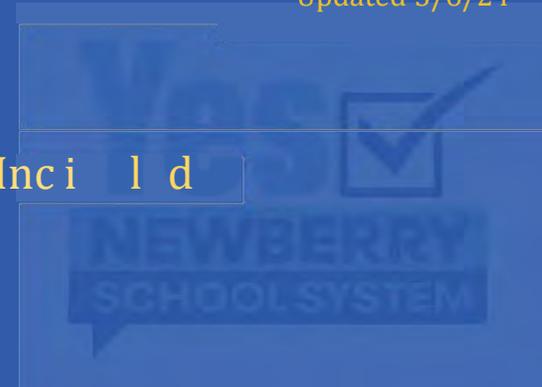
Who is behind this?

- The entity, Education First for Newberry, Inc., is a 501(c)(3) not-for-profit educational organization. It was founded by local community members and our establishment documents are public.
- The local leadership of this effort is comprised of parents and community leaders.
- The funding for our efforts has been provided entirely by local community supporters.
- Our team also includes educational experts in law, curriculum, administration and finance.
- We intend to be advocates for parents & teachers during and throughout the entire process. We exist for you and you can join us.

Updated 3/6/24

Who is behind this?

- The Board of Education First for Newberry, Inc i l d
 - Carsen Stefanelli
 - Chelsea Leming
 - Joel Searby
- Educational Expert: Christy Noe, PhD, Collaborative Educational Network
- School Finance Expert: Andy Binns, Frmr. Dir. FTE, Palm Beach County Schools
- Legal Expert: Shawn Arnold, Arnold Law



Updated 3/6/24

What is the Entire Process?

Phase One: The Vote:

- Now thru April, 2024
- Three School Votes and Parent/Teacher Passage

Phase Two: Transition Planning & Charter Application

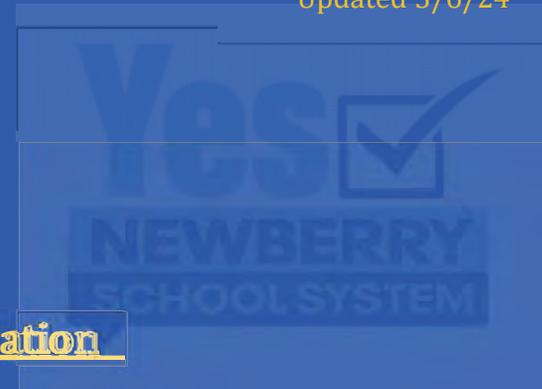
- May thru November, 2024
- Application goes before the State Charter School Commission, not the School Board

Phase Three: Implementation :

- December 2024 thru July 2025
- Shifting Leadership, Approach and Assets
- IMPORTANT: The 2024-25 school year would remain the same under ACPS

Phase Four: Enrollment and Operating:

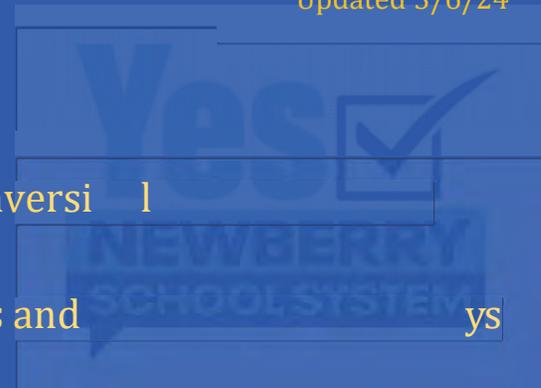
- August 2025
- Schools begin operating



Updated 3/6/24

How does voting work?

1. Parent(s) from each school request a charter conversion administrator - DONE
2. A written notice of ballot will be given to parents and prior to vote - by Saturday, March 9th
3. Each school creates ballots, distributes by mail or sends home (extras available)
4. The vote occurs by secret ballot, dropped off at each school into a secure ballot box, with proof of eligibility verified by the administrator or their designee
 - a. Must give *minimum 1 school day for teachers & 6 school days for parents*
5. A public meeting must be held within 3 school days of closing the ballot to count the votes, and will be overseen by a trusted arbiter agreed upon by both parties
6. BOTH the teachers AND the parents at each school must vote yes for that school



Updated 3/6/24

Who is Eligible to Vote?

- 1) Each household will receive one ballot regardless of the number of students residing in the household, and if a student has two households, the primary parent receives a ballot. If you have students in multiple schools, the primary household will receive one ballot for each school.
- 2) All teachers who are "staff members assigned the professional activity of instructing students in courses in classroom situations" and are employed for more than half of each school day will be eligible to vote.
- 3) Administrators and support staff are not eligible to vote.
- 4) A teacher who is also the parent of a student enrolled in the school shall be allowed to submit both a teacher ballot and the parent ballot submitted for the household.

Updated 3/6/24

Votes to Pass

- Newberry Elementary: 656 students + 44 teachers/2 + 1
 - TEACHERS: *Minimum 23 must vote yes to approve*
 - STUDENTS: 329 must participate, minimum 165 must vote yes to approve
- Oakview Middle: 936 students + 52 teachers/2 +1:
 - TEACHERS: *Minimum 27 must vote yes to approve*
 - STUDENTS: 469 must participate, minimum 235 must vote yes to approve
- Newberry High: 750 students + 36 teachers /2 +1:
 - TEACHERS: *Minimum 19 must vote yes to approve*
 - STUDENTS: 376 must participate, minimum 189 must vote yes to approve

Updated 3/6/24

The Current Stats: Newberry Elementary

- Total Students: 656
- Capacity: 471 - at 139% Capacity
- 23% Black, 50% White, 16% Hispanic, 8% two or more races
- 22% ESE
- 530 students reside within the city limits
- 126 students reside outside the city limits* (19%)
 - 90 of the 126 students residing outside the city limits are zoned to NES (Pre-K - 4th grade)
 - The remaining students living outside the city limits are attending on an exception or placed at the school through an IEP

Updated 3/6/24

The Current Stats: Oak View Middle

- Total Students: 936
- Capacity: 1063 - at 88% Capacity
- 21% Black, 54% White, 14% Hispanic, 8% two or more
- 26% ESE
- 509 students reside within the city limits
- 427 students reside outside the city limits* (46%)
 - 157 of the 427 students residing outside the city limits, reside in Archer (zoned OV) (6th - 8th)
 - 102 of the 427 students residing outside the city limits, reside in the current OVMS zone
 - The remaining students living outside the city limits are attending on an exception or placed at the school through an IEP

Updated 3/6/24

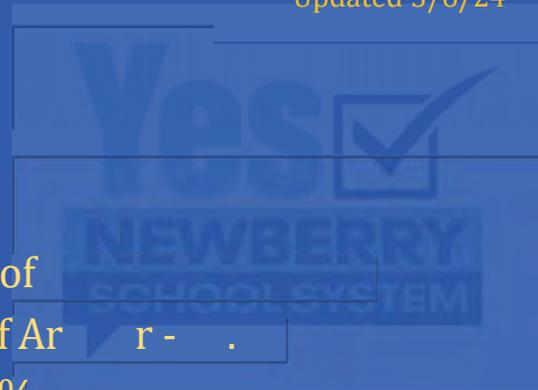
The Current Stats: Newberry High School

- Total Students: 750
- Capacity: 671 - 111% Capacity
- 27% Black, 51% White, 13% Hispanic, 8% two or more
- 22% ESE
- 362 students reside within the city limits
- 388 students reside outside the city limits* (52%)
 - 187 of the 388 students residing outside the Newberry city limits are residing in Archer zoned to NHS.
 - 103 of the 388 students residing outside the Newberry city limits are residing within the NHS zoned area
 - The remaining students living outside the city limits are attending NHS either in a magnet program or on an exception to attend there.

Updated 3/6/24

The Current Stats: System-Wide

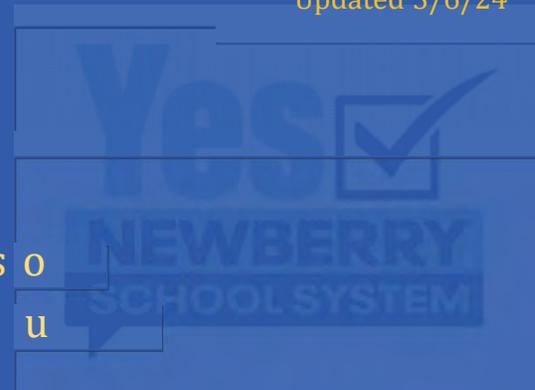
- Total Students: 2,342
 - 1,400 students reside within the city limits of
 - 344 students reside within the city limits of Ar - .
 - 446 students are neither of the above -20.3%



Updated 3/6/24

What will change for Teachers

- Smaller class sizes over time
- More say in the curriculum taught in your classroom
- Less testing, more time doing what you love - education
- Higher teacher pay, support and satisfaction
- More flexibility and support for teachers and principals in classroom management
- The ability to participate in crafting the future of education in Newberry!
- Decisions about long-term planning, facilities and policies will be decided by community-based leaders, not the Alachua County School Board.
- More responsive facilities and maintenance services.



Updated 3/6/24

What will change for Teachers - Benefits

- Retirement - If you are already in the FRS System you will remain and see no change.
- Health Insurance - will be comparable or better than current through the city of Newberry.
- Sick Leave - Will Remain the same.
- Continuing Education- will still be available through the Alachua County School Board and the Charter can apply for Federal Grants for CE offering more specialized training as teachers request.
- Child enrollment preference - Under Section 1002.33(10)(d)3., Florida Statutes, the charter schools can provide enrollment preferences for the children of employees.

Updated 3/6/24

What will change for Teachers - Benefits

- Accrued Leave -We are working hard to ensure all time earned with you.
- Current Seniority and step w/ ACPS:
 - Section 1002.33(12)(e), Florida Statutes, states, "Employees of a school district may take leave to accept employment in a charter school upon the approval of the district school board. While employed by the charter school and on leave that is approved by the district school board, the employee may retain seniority accrued in that school district and may continue to be covered by the benefit programs of that school district, if the charter school and the district school board agree to this arrangement and its financing. School districts shall not require resignations of teachers desiring to teach in a charter school. This paragraph shall not prohibit a district school board from approving alternative leave arrangements consistent with chapter 1012."

EXHIBIT C

Updated 3/6/24

Pay - Proposal



Step	NEW CHARTER PROPOSED			DISTRICT 23/24 w/ 3%	CHARTER ABOVE
	SALARY	Step Increase	Total	RAISE	DISTRICT
0	\$ 48,904	\$ -	\$ 48,903.75	\$ 47,317.10	\$ 1,586.66
1	\$ 49,104	\$ 200	\$ 49,303.75	\$ 47,342.00	\$ 1,961.75
2	\$ 49,304	\$ 200	\$ 49,503.75	\$ 47,367.00	\$ 2,136.75
3	\$ 49,504	\$ 200	\$ 49,703.75	\$ 47,392.00	\$ 2,311.75
4	\$ 49,704	\$ 200	\$ 49,903.75	\$ 47,417.00	\$ 2,486.75
5	\$ 49,904	\$ 200	\$ 50,103.75	\$ 47,442.00	\$ 2,661.75
6	\$ 50,204	\$ 300	\$ 50,503.75	\$ 47,467.00	\$ 3,036.75
7	\$ 50,554	\$ 350	\$ 50,903.75	\$ 47,492.00	\$ 3,411.75
8	\$ 50,904	\$ 350	\$ 51,253.75	\$ 47,517.00	\$ 3,736.75
9	\$ 51,254	\$ 350	\$ 51,603.75	\$ 47,555.00	\$ 4,048.75
10	\$ 51,604	\$ 350	\$ 51,953.75	\$ 47,793.20	\$ 4,160.55
11	\$ 52,104	\$ 500	\$ 52,603.75	\$ 48,491.82	\$ 4,111.93
12	\$ 52,604	\$ 500	\$ 53,103.75	\$ 49,201.83	\$ 3,901.92
13	\$ 53,104	\$ 500	\$ 53,603.75	\$ 49,922.19	\$ 3,681.56
14	\$ 53,604	\$ 500	\$ 54,103.75	\$ 50,652.90	\$ 3,450.85
15	\$ 54,104	\$ 500	\$ 54,603.75	\$ 51,393.96	\$ 3,209.79
16	\$ 54,854	\$ 750	\$ 55,603.75	\$ 52,146.41	\$ 3,457.34
17	\$ 55,604	\$ 750	\$ 56,353.75	\$ 52,912.31	\$ 3,441.45
18	\$ 56,354	\$ 750	\$ 57,103.75	\$ 53,687.52	\$ 3,416.23
19	\$ 57,104	\$ 750	\$ 57,853.75	\$ 54,473.09	\$ 3,380.66
20	\$ 57,854	\$ 750	\$ 58,603.75	\$ 55,272.11	\$ 3,331.65
21	\$ 58,754	\$ 900	\$ 59,653.75	\$ 56,085.62	\$ 3,568.14
22	\$ 59,654	\$ 900	\$ 60,553.75	\$ 56,908.44	\$ 3,645.31
23	\$ 60,554	\$ 900	\$ 61,453.75	\$ 57,744.72	\$ 3,709.03
24	\$ 61,454	\$ 900	\$ 62,353.75	\$ 58,593.42	\$ 3,760.33
25	\$ 62,354	\$ 900	\$ 63,253.75	\$ 59,454.54	\$ 3,799.21

Updated 3/6/24

What will change for Teachers - Benefits

Medical Plans (costs and details below)
Dental Plan (included, details below)
Vision Plan (included, details below)
Health Equity/HSA (included option)
Supplemental Life Insurance & SwiftMD Telemedicine (included free of charge)
SwiftMD Behavioral Health Counseling (included free of charge)
Life Insurance and Long-Term Disability (included free of charge)
Employee Assistance Program
Legal Plan (included)

EXHIBIT C

Updated 3/6/24

What will change for Teachers - Benefits

Medical Plan Options	BlueCare #126/127 HSA Plan	BlueCare #59 HMO Plan	BlueOptions #03557 PPO Plan	
	In-Network	In-Network Out-of-Network	In-Network	Out-of-Network
Company Contribution to HSA	\$1,080.00 annually (paid out \$90 per month)	N/A	N/A	
Annual Deductible (Individual/Family)	\$1,500 / \$3,000	\$500 / \$1,000	\$500 / \$1,500	\$750 / \$2,250
Out-of-Pocket Maximum (Includes Deductible)	\$3,000 / \$6,000	\$3,500 / \$7,000	\$2,500 / \$5,000	\$5,000 / \$10,000
Lifetime Maximum	Unlimited	Unlimited	Unlimited	
Preventive Care	100%	100% 70%*	100%	40% Coinsurance
Primary Physician Office Visit	Deductible + 10%	\$15 copay	\$20 copay	Deductible + 40%
Specialist Office Visit	Deductible + 10%	\$35 copay	\$40 copay	Deductible + 40%
X-Ray and Lab	Deductible + 10%	Independent Lab – No Charge / Diagnostic Testing Center \$35 Copay	Independent Lab – No Charge / Diagnostic Testing Center \$50 Copay	Deductible + 40%
Inpatient Hospital Services	Deductible + 10%	\$500 Copay per admission	\$600 Copay per admission	Deductible + 40%
Outpatient Hospital Services	Deductible + 10%	Ambulatory Surgical Center \$35 Copay / Hospital no Charge	Ambulatory Surgical Center \$100 Copay / Hospital \$200 Copay	Deductible + 40%
Urgent Care	Deductible + 10%	\$35 copay 70%*	\$45 copay	Deductible + \$45 Copay
Emergency Room Care	Deductible + 10% (in or out of network)	\$100 copay (in or out of network)	\$100 Copay (in or out of network)	
Retail Prescription Drugs (30-day supply) • Generic • Brand Preferred • Brand Non-preferred	Deductible + \$10 Copay Deductible + \$50 Copay Deductible + \$80 Copay	\$10/\$30/\$50	\$10/\$30/\$50	50% Coinsurance
Mail Order Prescription Drugs (90-day supply) • Generic • Brand Preferred • Brand Non-preferred	Deductible + \$25 Copay Deductible + \$125 Copay Deductible + \$200 Copay	\$25/\$75/\$125	\$25/\$75/\$125	50% Coinsurance

Updated 3/6/24

What will change for Teachers - Benefits

Below you will find the employee per pay period deductions for the Medical Plan along with the contributions made by the City of Newberry:

Medical Premiums 24 pay periods Tier Level	BlueOptions PPO #03559	BlueCare HMO #59	BlueCare H.S.A. #126/127	City of Newberry monthly contribution
Employee Only	\$104.33	\$55.08	\$0.00	\$777.46
Employee & Spouse	\$517.57	\$439.46	\$265.89	\$1,315.82
Employee & Child(ren)	\$449.40	\$380.89	\$233.24	\$1,163.44
Family	\$741.54	\$631.93	\$373.18	\$1,816.50

Below you will find the employee per pay period deductions for the Dental and Vision plans. The City of Newberry contributes \$30.16 Monthly to the Dental Plan to all tier levels and \$5.96 Monthly to the Vision Plan to all tier levels:

Premium Deductions 24 pay periods	Dental – PPO Plan	Vision Plan
Employee Only	\$00.00	\$00.00
Employee & Spouse	\$17.21	\$2.99
Employee & Child(ren)	\$16.10	\$2.08
Family	\$34.83	\$5.36

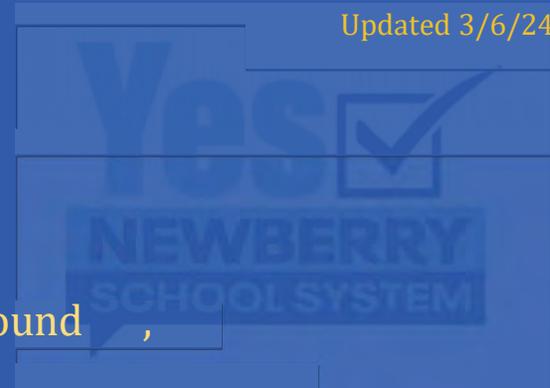
Updated 3/6/24

What will change for Teachers - Right to Organize

- All employees will retain their right to organize.
- Per Section 1002.33(12)(b), Florida Statutes, "Charter school employees shall have the option to bargain collectively". Employees may collectively bargain as a separate unit or as part of the existing district collective bargaining unit as determined by the structure of the charter school."

Who will pay for this?

- How are schools funded?
 - By law, money follows the student.
 - Per student funding in Florida averages around _____,
 - There are special extra allocations for thin _____
- That money gets distributed to School Districts, who then must distribute it to qualified schools based on their enrollment.
- The Newberry Schools would receive all those funds, after 5% withheld by the school board from the first 250 students at each school, for services such as a database for student reporting, compliance and trainings.
- Upon becoming a Local Education Authority, all funding would be allocated directly to the schools, including significant additional ESE funds.



Updated 3/6/24

But is there enough money?

Projected Year One Operating Revenue:

\$17,866,114

Projected Year One Expenses:

\$15,990,382

Projected Year One Surplus:

\$1,875,732

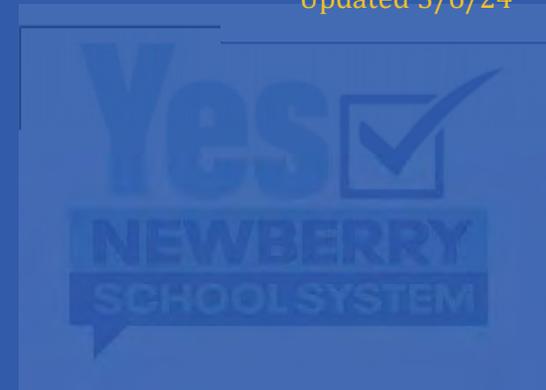


EXHIBIT C

Updated 3/6/24

But is there enough money?

FEFP Revenue - from 2324 Rev Estimate Worksheet	Enrollment	539	806	776	2121
		Elem	Middle	High	Total
FEFP		\$ 2,949,630	\$ 4,159,930	\$ 3,978,884	\$ 11,088,444
ESE Guarantee		\$ 244,652	\$ 439,028	\$ 234,963	\$ 918,643
Educational Enrichment (SAI)		\$ 149,171	\$ 233,068	\$ 214,760	\$ 596,999
.748 Mills Compression		\$ 125,093	\$ 187,068	\$ 180,103	\$ 492,264
Safe Schools		\$ 62,480	\$ 93,435	\$ 89,954	\$ 245,869
Mental Health Assistance		\$ 30,578	\$ 45,725	\$ 44,024	\$ 120,327
Discretionary Local Effort (.748)		\$ 298,239	\$ 420,603	\$ 402,306	\$ 1,121,148
Proration of Funds		\$ (4,135)	\$ (5,832)	\$ (5,578)	\$ (15,545)
Class Size		\$ 532,365	\$ 732,267	\$ 702,052	\$ 1,966,684
		\$ 4,388,073	\$ 6,305,292	\$ 5,841,468	\$ 16,534,833
Admin Fee to ACPS		\$ (101,764)	\$ (97,787)	\$ (94,096)	\$ (293,647)
Net Revenue		\$ 4,286,309	\$ 6,207,505	\$ 5,747,372	\$ 16,241,186
1.0 Mil Discretionary Revenue		\$ 405,761	\$ 606,760	\$ 584,176	\$ 1,596,698
Admin Fee to ACPS		\$ (9,410)	\$ (9,410)	\$ (9,410)	\$ (28,230)
Total Operating Funds (Estimated)		\$ 4,701,480	\$ 6,823,675	\$ 6,340,958	\$ 17,866,114

EXHIBIT C

Updated 3/6/24

But is there enough money?



Estimated Expenses	Staff	Elem	Middle	High	Total
Instructional (Teachers)	134.8	\$ 3,126,978	\$ 3,331,183	\$ 2,866,616	\$ 9,324,777
Non-instructional Support Staff (media, guidance, etc)	21.3	\$ 295,412	\$ 518,396	\$ 518,035	\$ 1,331,843
General Administration (Governing Board)		\$ 132,848	\$ 190,986	\$ 185,566	\$ 509,400
School Administration (Principals, Deans, BRTs, Admin)	22.0	\$ 451,265	\$ 634,051	\$ 739,316	\$ 1,824,632
Facilities & Acquisition		\$ 1	\$ 1	\$ 1	\$ 3
Central Services (Facilities & Ground Mgmt)		\$ 38,119	\$ 57,001	\$ 54,880	\$ 150,000
Food Services		\$ 762	\$ 1,140	\$ 1,098	\$ 3,000
Pupil Transportation		\$ 1	\$ 1	\$ 1	\$ 3
Operation of Facilities (Grounds, Janitorial, Electric, Sewer,	20.5	\$ 618,061	\$ 925,708	\$ 902,956	\$ 2,446,724
Maintenance of Facilities (Repairs & upkeep)		\$ 76,238	\$ 114,003	\$ 109,760	\$ 300,000
Admin Technology Services		\$ 25,413	\$ 38,001	\$ 36,587	\$ 100,000
Community Services		\$ 1			
Debt Service					
	198.6	\$ 4,765,097	\$ 5,810,471	\$ 5,414,814	\$ 15,990,382
Fund Balance		\$ (63,617)	\$ 1,013,204	\$ 926,144	\$ 1,875,732

Updated 3/6/24

Who Gets to Attend?

All students currently enrolled in the three schools will have a preference to attend the new schools and can remain in the system through high school graduation.

Additionally, younger siblings of students at the middle and high school who do not attend Newberry Elementary will have automatic preference for admission in order to keep families together.

The new leadership, with parent, teacher and community input, will determine the eligible geography to be used, starting with guaranteeing the city of Newberry and city of Archer residents, and moving out geographically from there until capacity is reached for each school based on 2025 enrollment.

Updated 3/6/24

What happens when capacity is reached?

The overcrowding will not be solved immediately but will allow current students to stay in the system through the end of the school year. Incoming NES kindergartners will, however, see an improvement in capacity immediately. And the goal is to do away with portables.

Over time, new student admissions to the schools will be limited to the geographic area set by the school system leaders, calibrating the area to bring capacity down to 100% or very close, and reducing class sizes to comply with state standards or better.

Updated 3/6/24

What happens when capacity is reached? (cont'd)

This means that over the coming years, some child areas zoned for these schools but not yet attending (children) will no longer be automatically admitted. They will apply if there is capacity or in specialized magnet programs. We will also recommend there be a sibling and family preference applied for those who may be at Archer Elementary with siblings at OVMS and NHS.

Updated 3/6/24

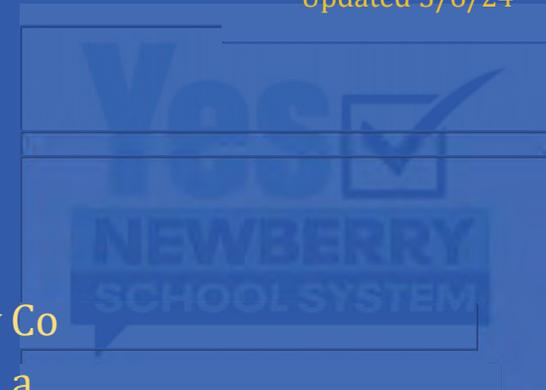
What happens when capacity is reached? (cont'd)

If it is determined that new or expanded buildings accommodate growth, the School Governing Board, in cooperation with the City of Newberry, can decide to fund those needs through impact fees placed on new growth. Education First for Newberry supports this approach and believes it is critical to plan for future growth of our schools.

Updated 3/6/24

Governing Board

- Number of Seats: 5
- Appointment Breakdown:
 - 3 seats appointed by the City of Newberry Co not holding commissioner positions, with a staff nominated representative.
 - 1 seat appointed by the City of Archer Commission -individual not holding a commissioner position.
 - 1 seat appointed by Education First for Newberry, Inc.
- Appointment Timing: After the passage of the conversion votes



Updated 3/6/24

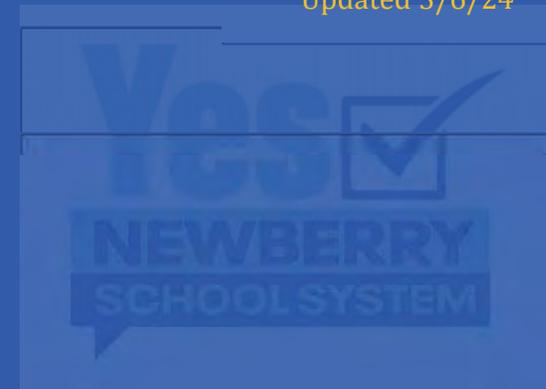
Leadership Structure

System Wide:

- Superintendent
- Assistant Superintendent for Finance
- City of Newberry Support Staff:
 - Human Resources
 - Finance
 - Facilities

School-based: Existing structures remain in place

- Principal
- Administrative Leadership Team
- Teachers
- Support Staff



Updated 3/6/24

What will partnership with the City look like?

- The schools will be operated by a 501(c)(3) nonprofit
- The nonprofit corporation will partner with the City
- The Governing Board will hire a Superintendent to oversee all principals at each school.
- The City will use its existing departments to service the schools, providing for cost savings and improvement in quality and responsiveness. This includes such services as:
 - Maintenance
 - Accounting & Finances
 - Human Resources

Updated 3/6/24

What will partnership with the City look like? (con'td)

- The City of Newberry will provide the infrastructure, oversight and legal resources to ensure the new system from teacher pay and benefits to facilities management, human resources, ,
- The City of Newberry will NOT be in charge of curriculum, classroom management, discipline or other education related priorities. Those decisions will be made by the Superintendent and Principals in cooperation with the Governing Board.

Updated 3/6/24

Advisory Board

- Beginning immediately Education First for Newberry County will create an advisory board to include:
 - 2 seats for residents of the City of Archer
 - 2 seats for residents outside either city boundary
 - 5 seats for residents of the City of Newberry
- This advisory board will serve as the voice for parents, teachers, staff and the community to ensure the vision and proposal set forth and agreed upon by the "yes" votes to convert are carried out by the new school system. These seats will be nominated by members of the community.

Updated 3/6/24

What about curriculum & classroom management?

- Any changes to the curriculum, including new programs, methodologies, testing or standards will be implemented by educational professionals in school leadership including superintendent, principals and their teachers, not by the board.
- By law, charter school curriculum must follow all state and federal curriculum standards. In addition to those standards, however, Newberry schools will have tremendous flexibility to determine what works best for their students including the amount of testing, styles of teaching and specific curriculum used.
- We are not advocating any major divergence from current curriculum, and believe educators should make these decisions.

Updated 3/6/24

What about curriculum & classroom management?

- Classroom management and discipline policies will be developed by the administration of the schools in cooperation with the City of Newberry and with input from parent advisory groups. The new schools will include in their charter applications how they will manage classroom management that process will be led by educators, not the City of Newberry.
- Teacher Certifications, Standards and Professional Development:
 - Florida Statutes require that teachers employed by or under contract with a charter school be certified in the same manner as all other public school teachers in Florida.

Updated 3/6/24

Has this been done before?

Small community school systems are the norm, not the exception, in the United States.

- 70% - 9,400 of the 13,300 school districts nationwide have under 2,500 students in their system.
- The vast majority of those are community-based with 1-2 elementary schools, 1 middle school and 1 high school.

In Florida:

- There are over 270 charter schools
- Over 20 use a similar model in cooperation with a municipality

FAQs for Teachers - Responding to Alachua County School Board FAQs

If this is approved and I remain at one of the schools, who will I be working for?

Once approved the Newberry Education First will create a 501 c3 which will work with the city to oversee the three Newberry Schools. A superintendent of schools will be hired and the Governing Board will serve as the temporary school board during the transition.

Am I guaranteed a job with the charter school?

Yes all current teachers and staff would continue their employment if they desire.

FAQs for Teachers - Responding to Alachua County Schools Board FAQs

Will we still be eligible to participate in the ACEA?

Only employees of Alachua County Public Schools are eligible for membership in the Alachua County Education Association. Charter school employees are not eligible. Please contact ACEA for more information. (SBAC)

Response: Per Section 1002.33(12)(b), Florida Statutes, "Charter school employees shall have the option to bargain collectively. Employees may collectively bargain as a separate unit or as part of the existing district collective bargaining unit as determined by the structure of the charter school."

Will we still be covered by the existing Collective Bargaining Agreement (CBA)?

No, the Collective Bargaining Agreement would not cover the employees at those schools, which means the salary schedule, working conditions, employment protections and other elements of the CBA would not apply to them.

Response: This is true under the current CBA. However, there are options available for collective bargaining for all three schools in unison if the teachers choose to unionize

FAQs for Teachers - Responding to Alachua County School Board FAQs

What happens to my accrued sick/annual leave?

For ACPS employees, this is covered under the CBA. It will be up to the new operators to determine how much, if any of accrued sick/annual leave they will accept for charter school employees. They would also decide whether or not their employees would receive terminal pay for that leave if they retire from one of the schools. That means it's possible that employees who go to work for the charter school will lose some or all accrued sick/annual leave.

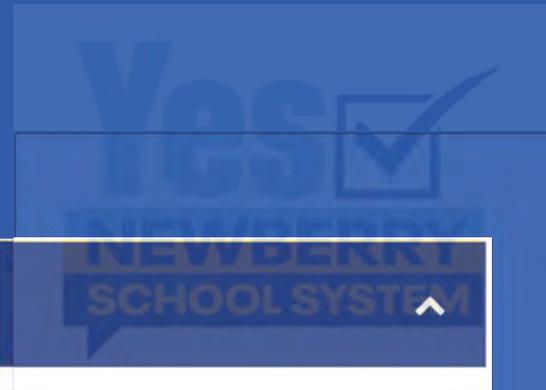
Response: Sections 1012.61 and 1012.65, Florida Statutes, authorize a school board to provide for terminal pay of employees whose employment ends, but this is subject to the policies set by the school board. In this case, Alachua's policies only provide for terminal pay upon death or retirement.

However, the charter schools can establish a policy to transfer sick/annual leave or provide a payout for accrued sick/annual leave. If the employees request this. Other Counties who have gone through this process have previously covered all the leave.

FAQs

Will discipline policies change?

Possibly. Under community leadership, school administrators and teachers will work together to craft discipline policies which meet the needs of all students and seek fair, just and appropriate discipline for the many situations which arise in schools. Leadership will have the latitude to craft policies which promote great education for all and not be subject to policies mandated from the Alachua County School Board which may not be working for Newberry schools.



FAQs

Will we keep our current activities and sports?

Yes.

Will our high school teams still get to compete against other public schools?

Yes. Public charter high schools can join the FHSAA just as any other public school and compete with schools of their same class, based on size and the FHSAA regulations. Public charter middle schools are eligible to compete with any other schools and specific schedules are organized by each school's athletic director.



What can teachers do?

- Join Education First for Newberry
 - Your voice matters!
- Educate yourself about the process
- Help educate others about the process
- Attend future meetings
- Vote in April!



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** NOTE **

This is a machine transcription and has not been edited. The text below was converted by a computer and has not been reviewed for accuracy.

Newberry Community School

Thursday, January 16, 2025 Capacity Interview

Recording Available At: <https://fci.fyi/2025-01-16-ncs>

Susie Miller Carello	Hi.
Jamie Wiles	Hi hi.
Susie Miller Carello	Good to see everybody's smiling face.
Jordan marlowe	Good afternoon.
Susie Miller Carello	Thanks for joining us. In the interest of time. I'm gonna kind of push forward. There are an awful lot of you, and so the 1st thing we do is introductions. I'm gonna try to do them real fast. We'll start with with the Florida Charter Schools Institute team and then we'll move on to the Newberry team. Does that sound good?
vmkadala	Alright.
Susie Miller Carello	Okay? So I am Susie Miller Corello, and I am the executive director of the Florida Charter Schools Institute. I've been in the authorizing game and the Charter School game for a long time. I'm a former Assistant Commissioner of Education, Massachusetts. I ran the Suny or the State University of New York Public Charter School, Public Charter school, and Institute for a long time up there, and came down to Florida and was happy to do this work for Miami Dade College, and to be contracted for the commission. So with that, I'm going to ask Amy on our team to introduce herself.
amyhayes	Good afternoon. I am Amy Hayes, and I am currently the chief of schools of a system of 9 charter schools here in the State of Florida. Prior to this position I worked for the district in the capacity of a district authorizer for 8 years, and prior to that I've done teaching principal leadership all of those pieces. So I have intimate knowledge of the charter process, and how they work.
Susie Miller Carello	And Kurt.
Curtis Fuller	Good afternoon, everybody. I'm Curtis Fuller. I am a former Charter School principal, who then went into the service side of things and ran the Charter Support Unit for the State of Florida for 12 years, and now I'm serving as the chief operating officer for the Florida Charter Institute, and looking forward to hearing from all of you.
Susie Miller Carello	Great. Pj.

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PJ D'Aoust	Hi, everybody. Pj. Dalst, I was a former administrator of Palm Beach County principal for over a decade Fte. Student data director coordinated audits with the Auditor General, did a presentation with him at a few conferences. also ran one of the largest it projects in the country. and I'll finally ended up with being the district authorizer and Charter School Department, with over 50 charter schools, currently retired after a 32 year career and do consulting around the State. Thanks.
Susie Miller Carello	Great, and mark.
Mark Cannon	I'm Mark Cannon, from Seminole County. I've been in part of the Charter movement since 2,003. So over 20 years former executive Director of the National Association of Charter School authorizers, and my areas are policy, governance and leadership.
Susie Miller Carello	Alright. So we're gonna switch over to Newberry. I think that's all of our people. Derek. Can I hand it to you and let you rock and roll with it.
Derek Danne	Absolutely. And I apologize. I already noticed just initially that it says my wife's name on here. So, but thank you for the opportunity to present our application and board for the Newberry Community School. My name is Derek Daney. I serve as chair of the Newberry Community School Board, and I'm excited to present our proposal to convert the current Newberry elementary to a local Community Charter school. I look forward to demonstrating our Board's capacity to efectively and efficiently manage the school, while also providing our community's children with quality education that will lead to their future successes. I'm also joined by our vice chair of the board, Leslie Mcgehee. Also Leslie Hayes Morrison, who's our treasurer of the board, Veronica Kadala, who's the Secretary of the Board. and also our final board Member Chuck Clemens. We also are joined by Jamie Rosenred, who's our teacher, representative, and a current second grade teacher at Newberry Elementary School.
vmkadala	Huh!
Derek Danne	We also have our team of experts, our legal team, Shawn Arnold and Braxton Pageant, and then the education and Writing team, Sherry and Lindsey Granger, and then we're also joined by Sfs. Amanda, Eldridge and Desiree Kinamer. and last, we have the mayor of Newberry Jordan Marlowe. Not only is he here to support the efort, but also representing the city of Newberry, which is supporting this Board's eforts to create a local community school, and will be providing us benefits, administration and stafing services in support of the school's operations. So with that, I'm excited, I'm open to your questions, or if you'd like a little bit more background, I'd be open to passing it around to our team.
Susie Miller Carello	No, that's absolutely fine. We had one other member of our team join us? Tom, do you want to say Hello.
Thomas Sternberg	Yeah, absolutely. I'm sorry. I call you. Probably saw a 2, 1, 5 number, the original Linkedin work. So I'm back on here. Thomas Sternberg, attorney for Fci and thrilled to be here. Represent a lot of charter schools across the State as well. Also the Florida Consort Public Charter schools and happy to be here and looking forward to continuing the charter movement here.
Susie Miller Carello	Great. Thank you very much. So we're gonna start with what? Seems like a high level question. But it's probably the core question to this new, various existing school and it wants to become a charter school. And so what was the drive behind that? What is the impetus for the change.
Curtis Fuller	Derek, do you need to unmute yourself.
Derek Danne	About that. Go ahead and open that up to my board to provide some of that feedback and Chuck, you may be able to speak to some of the community as well as have some follow up. If there is some follow up from some other team, members.

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<p>Chuck Clemons's iPhone (2)</p>	<p>Well. Newberry is a small community in Western Alachua County and big community support. They care about their education, but a little disgruntled with the Local School Board for fear that they not receiving the information they're not receiving the support that the city or the community children deserve. And so you know. Word of mouth starts, and then the teachers start and say, Hey, well, why don't? Why don't we do a conversion charter? And then it just steamrolled from there. Fortunately we have a great leader in our city, Mayor Jordan Marlowe, and he led that effort. And here we are today with an application and hopefully the answers that you guys would need in order for us to take the next steps.</p>
<p>Susie Miller Carello</p>	<p>Alright, that was great. That was a great answer, and it was, very concise. And so I appreciate that because we do have a lot of questions for you, but I forgot to say, any one of us may say, great thanks. Stop! That's enough. We have what we need to know we're not trying to be rude.</p>
<p>vmkadala</p>	<p>Okay.</p>
<p>Susie Miller Carello</p>	<p>Make sure we get to all of our questions. So with that, Kurt, you've got the next one.</p>
<p>Curtis Fuller</p>	<p>Thank you before I jump into my question. I probably just wanted to give a little bit of background, so that I'm not sure how many of you understand the process here, but because you applied to the Commission. The Commission is contracted with the Florida Charter Institute to review the application, so we are only reviewing the application in this capacity interview, and then we make a recommendation to the DOE. The DOE from there will make a final recommendation to the commission which is scheduled to meet at the end of February, and then they would make the final decision. So this is kind of for those of you who are familiar with the school district's typical process. We're basically serving as the staff members who are reviewing the application and making the recommendation up to leadership. So that's kind of our role. And then with that I will jump into my question. It's a conversion Charter School. If you're approved. You're still going to have to work with your sponsor quite a bit so like the response to the last questions that you're a little bit disgruntled with the Local School Board for not getting the services that you think that the community deserves. But as a charter you're still going to have to bridge that gap a little bit because they're going to be in charge. They still own the property. They're still going to be your sponsor. Can you talk a little bit about how you envision building that relationship with the district, because just based on what I've seen in the news, it looks like this whole conversion thing has been a bit contentious. And how would you envision trying to build that relationship back up in the future?</p>
<p>Lindsey Granger</p>	<p>Derek, you have to unmute again.</p>
<p>Derek Danne</p>	<p>I saw that. Well, just to start out. I fully believe, number one, that everybody, including the district, wants what's best interest for the kids. So we put together a plan which we think will show that we care, and that we have a solid idea of what it's going to take to manage these kids. And so we're excited to work with the district and arriving at solutions to problems that they also admit exist which we're trying to kind of move forward in a in a positive light and have put together a plan that's going to do that. Does anybody else on the team. Have some follow up to that.</p>
<p>Leslie HM</p>	<p>Hi, I'm Leslie Hayes Morrison. Thank you guys so much for being with us today. What I would like to add to that, though, is that I think once this does take place, and once we do become a Conversion Charter School, I think it'll also make sense to the district, because they'll then see that they're currently managing 64 schools. And so if we can do this, we offer them a little bit of relief, because that's 1 less school that they don't need to manage, and that you know, they can continue to put their focus more on the high capacity that they have to work with already.</p>

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Susie Miller Carello	Okay. thank you very much, Leslie, so the area that the review team spent a lot of time discussing was the relationship between the school and the city of Newberry. So glad you're here, Mr. Mayor. But I would like to 1st hear from kind of some members of the governing board who might talk to us about the relationship, whether it'll be vendor, whether it'll be contractual. How do you see this working? And how will you hold the city of Newberry? Accountable.
Derek Danne	Well, absolutely. So. I think Chuck Clemens would be able to speak to that relationship and the services that we're expecting them to provide us.
Chuck Clemons's iPhone (2)	Sure, absolutely. 1st of all, let's get it out. Front that the city of New Bay, although they are a phenomenal backstop to this conversion school initiative. They are a silent partner at best they are a financier at best. The complete and total control of this new school will be in the hands of the 5 board members and delegating the chief operating officer. Day-to-day operations to the principal of the school. The city of Newberry has been very gracious! They've been the biggest supporter. They will provide not only the financial wherewithal to get this going with a 5 year time horizon, they will provide the payroll services on a contractual basis, allowing our teachers to participate in the Florida retirement system like they're used to. And we think it's going to be a very wonderful synergistic, but make sure that the delineal boundaries between governance between operations, and then the back room are clearly and completely separate.
Susie Miller Carello	Okay. Thank you.
PJ D'Aoust	Yeah, along the lines of that question. I wanted to jump in and ask if there you said, the city of Newberry is a silent partner, financier. Did we ever look at having an organizational structure that would have been like a municipal Charter school.
Derek Danne	That was not something that the parents and the teachers that implemented this, that wasn't something, a pathway or an avenue that we were looking to go down. We were looking for maintaining the current school and improving upon what already exists there. And this process, as it unfolded we came across that as as the the best option to achieve the ends that we're looking to looking to achieve.
Susie Miller Carello	Okay. Great.
Leslie HM	That.
Thomas Sternberg	Hey? Guys, Thomas Sternberg? If you don't mind kind of sorry we keep harping on this here the you know we take it face value that you have. City is, you know. financially helping and supporting and and all there. The the question that that we have, though, too, is in the application. It says that they are still city employees, and obviously, what a great opportunity for to, you know, participate in Frs. That a lot of other charter schools don't, you know, usually ofer so makes absolute sense. The question is, you know, what has that been voted on, I guess, by the city council or is there anything to show support that they are going to be city employees, and that the of governance will still be done by this, you know nonprofit governing board. And then, secondly, if they are city employees who actually, if an accountant city council changes or new members come in. You know. Can that change that? They would say, we no longer, wanna, you know, have these employees or it? We're trying to just bridge that gap of who the you know, if they're employees of the city. But they still have control. The governing board would have control if something changes at the city, how do we? How do we make sure that your nonprofit governing board has that autonomy to still control and and retain what they need?
Shawn Arnold	So I'll I'll start with that. There's the point of a few diferent locations in the in the current application that makes it very clear that the principal, the assistant principal, operate the day to day over the employees. Those are selected by the governing board report to the governing board,

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	<p>and are there in terms of the contract with the city. I'm gonna let Mayor Marlowe speak about that in just a moment. We have entered into again as as Mr. Daney and Mr. Clements outlined the various. the very central areas and the the sole areas in which they're going to do to operate and and provide back office support. But in terms of if something happens in the future, we would adapt to that later. That's not really a prompt or something that's asked here in this application. But to entertain the question, that would be something that clearly we could do is if if for some reason they don't want to become city employees at some time in the future. then, or the city doesn't want to employ them. Sometimes in the future the school will either contract with another leasing entity to provide the same type of services, or they'll be contracted directly with the with the governing board. Mayor Marla, did you want to talk about the 1st part of Mr. Sturmer's question.</p>
Jordan marlowe	<p>Well, first, st thank you guys for your time, and I appreciate being here. I think everyone has really answered that question. I can just tell you that the Newberry City Commission has had 3 public conversations, understanding and delineating everyone's role. And the city is here to be a financial backstar. That's really all that we are going to do. And we're going to be a service provider. We understand that we've talked about it. We voted on it and and everyone is comfortable with that the support. The only thing I would change in Chuck's answer is, I didn't lead this effort. I was a supporter of the parent led this effort, and it was my pleasure to do so.</p>
Susie Miller Carello	<p>Alright! Let's see Tom, I have on my list that you've got one more question.</p>
Curtis Fuller	<p>Think it was answered?</p>
Susie Miller Carello	<p>Okay. If it was answered.</p>
Thomas Sternberg	<p>I'm I'm I don't mind just kind of asking that that second part of it again. It's.</p>
Susie Miller Carello	<p>Sure.</p>
Thomas Sternberg	<p>The idea that you you provided that the and thank you, Mayor, for also joining. I really appreciate that. And the answer you provided. And you are. You know, we have that documentation that you guys are gonna be a you know, financial supporter. And you've been a supporter of the city, you just said. You know we can take it face value that the City Commission has voted on it. And all, all, I'm just trying to ask and understand is, you know when we if there is a change in the future, because the the employees are employees of the city and not the Charter School. But if you you know, you're saying you're just a financial supporter, and you don't want to take any forward role. You know, I just want to try and flesh that out. So we know that if they're employees of the city, but the governing board would still have control like you're saying we could take that at face value. But how do we have a you know the ability to understand that that autonomy is given back, even though they're employees of the city.</p>
Shawn Arnold	<p>The autonomy of the governing board. I'm sorry. No, I'd be happy to. I'll be happy to address that again. There's 3 if you look at the bottom of page 75 of the application, the top of page 81 of the application or the discharge provision that's in the school's Handbook. The application makes it very clear. For instance, the top of page 81, the principal, will be empowered to make employment decisions about all personnel of the Charter School for any legitimate nondiscriminatory reason. When the principal makes a decision to terminate or non renew, they will notify the city manager. The city will then either terminate, non renew them or reassign them. So the it, the application. I would just kind of direct you to there. I think that the that we, you know again, the school understands these are their employees. This is what they're going to do. And that that's what</p>

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	they're going to discuss about. You know we we again the the Board and Mayor Marlowe is discussed that they have an intention to enter into a contract. We didn't do that in advance of this because of the fact that we would do that post approval. And there's not really a prompt, even if we had such an agreement to put this into this application in any event. But for the contingency that you're addressing, I think we've talked about it here and made it, and made it clear, not only through this, but through any clarifying points that Mayor Marlow can. To do that the city is providing services. The Governing Board is in control.
Leslie HM	I would just like to add one more thing to that as far as the city making, if they decide to make a change. Moving forward. Our Commission is representative of our community they're voted in, so I don't foresee them wanting to make a change for that, because so much of our community is behind this. That's kind of the whole platform of our Newberry community schools. So many of our people just really want.
vmkadala	It's best for us.
Leslie HM	Our children. It's a little bit of a diferent community than what Gainesville is, and being under Alachua County specifically so, I don't see a change coming from our commission on that. But also our plan is to be self suficient. So if at any point there was a change. we should be able to handle that as it comes. But I don't foresee something like that happening in the near future.
Thomas Sternberg	I appreciate both your answers. Thank you guys.
PJ D'Aoust	So so getting into the weeds of of these services and these benefits is this, gonna be a direct pass through, and will the governing Board have any negotiation power, or any ability to modify these benefits? Say we have an unexpected increases in the future. How how do we expect to handle that within the structure.
vmkadala	Benefits increases, you mean, from the city in terms of.
PJ D'Aoust	So the governing board is in charge. But and we have a package of services or benefits from the city. When the city negotiates on behalf of all its employees. I'm assuming that you're negotiation negotiating on behalf of the teachers. Now, is there some kind of agreement or sign of that the governing board has to make? Is there any flexibility in that? Will the city underwrite any unexpected costs that, or is this gonna be directly passed on to the staf, and the governing board has to accept or not accept it. Like have we.
Curtis Fuller	Let me give a let me give a hypothetical. Let's say that next year, when you get your insurance rates, the costs go up 200, and the city is able to absorb that. But the Charter School is not so. Other charter schools in the past have renegotiated benefits, or they've looked at, changing deductible rates and things like that. If that's a decision of the city, does the school then become responsible for the decisions that the city is making with regards to benefits? Or does the school have a say in that.
Derek Danne	Yeah, I don't know Leslie or Shawn. If you wanted to chime in.
Shawn Arnold	Yeah. So Mr. Fuller, I think that the intention would be that the contract that we are going to enter into with the city as it does with other leasing entities and other leasing companies that we've done, that we has the ability to opt out when the when the benefits and and yearly cycles change over. So, for instance, we have clients who engage with Adp. It's a large provider, and those contracts, typically when we've entered into them have the ability to opt out if we no longer like those benefits, or that it's an a la carte that you can get out of it. So the city is, you know, we're the idea with the city being in the city, and the purpose of doing that is that we're in a larger pool to be able to negotiate instead of just having the 40 to. I apologize. It'd be more than that. A couple 100 employees. There's more employees there. So the idea is that this is supposed to be beneficial to

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	the school at any time. If, for some reason the city's benefits are not what we could produce in the market will be free to go into the market and and get a better plan.
Curtis Fuller	Thank you. My next question comes from past experience. There was an school that I worked with, where they had a larger organization that were employing their staf for them in very similar ways, that this is suggesting the school wanted to terminate an employee, and it came back that it didn't align with the human resources policies of the larger organization. A school needs to be able to make quick decisions if there's something. If after 2 months, you see that student performance is really hurting, even though the human resources policy of the larger organization may see, this person needs to go on a 3 month improvement plan and go through all of these diferent processes? Does the school? If if the principal says we need to fire this person. Is the contract going to say that the city manager must do that right away? Or what if the city manager disagrees.
Derek Danne	Yep, Leslie, did you want to chime in on? He's Morrison.
Leslie HM	We would be following our progressive discipline plan for that. So we would want to make sure that we do give those opportunities, and I don't feel like an abrupt decision would be able to be made fairly. We would want to make sure that they're being properly evaluated to make sure that any reason that they want to, outside of like child safety or child welfare does go through those actions, and we do give the teachers the opportunity to make any improvements, or to.
vmkadala	Oh!
Leslie HM	Change what they're doing because part of the community efort is to have the consistency. So our initial goals are not going to be suspension or dismissal. We want to make sure that we can give the resources that they need to grow and to make sure that they're giving our students what they need before anything abrupt would happen.
Shawn Arnold	Mr. Fuller, just to follow up on that the the contract will say that they will follow our. We would not enter into a contract where the city would have any veto power at all. The the school would be responsible for the termination and if there is anything that comes out of that the school would be responsible for defending the suit and identifying the city for any claims or anything like that. But they would. They would absolutely have to follow. They would have to follow the school's direction, because, of course, the school has, although the city has obligations and health, safety and welfare. We have even further obligations involved children, and other things like that, so I would not recommend my client, and probably would would object legally to them entering any contract that was contrary to any of what I just said.
Curtis Fuller	Thank you.
Thomas Sternberg	So and you you kind of just answered it. Mr. Arnold. I just wanna ask that again, too, though, if there's if there's a lawsuit brought like from an employee, or, you know, is it Yup? Do they? Are they suing the city? I know you just said they would enter into something with indemnification that makes absolute sense. But I just want to make sure that we, you know, kind of understand that process of what? What that would look like if there was a suit against the school by, you know, for employment issues.
Shawn Arnold	Well, I wouldn't want to try to speak for an enterprising plaintiff's attorney who they're going to choose to sue, but I think that this would look very much like probably our similar clients that we have. Mr. Sternberg, where we have you know, suits like that. That in essence are providing benefits, and that they're they, you know, again, using the adp that they absolutely can't be sued. I'm actually intervening right now in a suit where they sued the district instead of the school, and we reach out to the to the attorney and said, Look you sued the wrong entity. You're supposed to sue us, and of course, through the charter contract we have to identify the district, we would have a similar. So for the members of the Review commission. It would look very similar to that, and that we would be indemnifying the city and the city wouldn't be a party to it, frankly, just providing

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	back office things. So no, you know a city, a district or man companies, those types of things. I don't think that the city is going to qualify as a dual as another entity employing the city. There's a test, as you, as you know, Mr. Sternberg, for that. I don't think that this would meet that, and if it did this, I'm sure I know Mayor Marlowe's attorney very well, and he's a good lawyer, and he's going to ask for that indemnification, and we'd be willing to give it.
Thomas Sternberg	Thank you, sir.
Curtis Fuller	I think my next question has probably already been answered, but it's the last one about the city of Newberry's involvement, I think, when looking at the organizational chart. One of the things that we noticed is that the city of Newberry is listed higher on the organizational chart than the principal just curious. Why, that was.
Braxton Padgett	Yeah. Braxton Paget. Yeah, I can speak on that. I don't. Please don't attach, I guess, any significance. We were as to how high or low it was that was not intended to communicate anything else. Really, it was just more intended to be over on the side is that we have this relationship with that they will have this relationship with the city. I'm really just trying to to visually show this whole part about, you know, the employees actually being employed by Newberry while being the city of Newberry while being assigned to the school. But, the the height of that was not intended to have any significance.
Curtis Fuller	Okay. Thank you.
Susie Miller Carello	That's helpful, I mean. That's why I think that's part of the reason. A lot of our governance questions are what they are is to suss out exactly where the lines of reporting are so. But moving on from governance. Let's talk a little bit with the board about the kinds of things that you will look at. You know often boards that I work with will have dashboards that they look at on a quarterly basis that give them key performance indicators, or pick your buzzword. but that will allow the board to keep track of the school's progress towards its goal. So what are the academic, financial, and operational goals that you will look at, or data points that you'll gather to ensure. Your oversight of the performance of the school is strong.
Derek Danne	Yes, certainly. So. It sounds like there might be kind of 2 components in terms of both. The education portion of that, as well as kind of our financial management, so might open that up to our Lindsey and or Jamie Roserad to kind of speak towards the student performance metrics and measurements, and then we can follow up, as far as financial management, aspect.
Jamie Wiles	I can speak to the student academic performance. The way that we're going to gauge their performance is going to be based on the State academics, assessments that they take every year, whether it be the fast, or their dibbles, or whatever progress monitoring we're providing throughout the school year. Our goal is to make sure that we are at the same level, or above every school year.
Lindsey Granger	Follow up a little. Go ahead, Sherry.
Cheri Shannon	I can jump in here really quick. And in Section 5, you'll notice there's a chart that actually starts with the baseline data from last year and shows growth over 5 years. So that's really important to take a look at. But what is also very important to notice is that it's based on last year's data. We will not be opening this school until 2026. And so, therefore, the Board has committed to looking at this year's data. realigning those goals and process and progress and bringing forward a new chart that we will work board based on the current data. So academically, you know, the the progress on the fast, and then I will let Finance speak to the financial or a board member. Actually, yeah.
Susie Miller Carello	Real quickly. So the the annual, the state data is quarterly now, right? And what other data, academically, do you think you might look at on a quarterly basis, just to monitor the progress of the school.

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Cheri Shannon	I'm actually gonna kick this back to Jamie. She is a current teacher, and she can really share what they're doing now and then. What we will be doing in the future.
Jamie Wiles	So right now, what we're doing is every quarter we test fast. We test dibels right now. Our students are also testing every month on a program called Istation, which tracks their progress individually, and then we plan to also provide diagnostic testing through Iready. When the Charter School opens.
Susie Miller Carello	Okay, that's great. Thank you. You want to go on to the finance.
Derek Danne	Yeah, so as far as the finance goes. Well, our our Amanda and Desiree are with Sfs, and they will be providing us with regular reporting to the board itself. And and Chuck maybe even follow up on the reporting aspect of what the Board might do with it if you want to hear more about that. But Sfs will be providing us the services to provide us oversight of the finances.
Susie Miller Carello	And so what? What will you? What kind of financial data points will you ask them to report to you again? Let's just use quarterly as the timeframe.
Derek Danne	So we're going to be asking for them to be reporting on the budget information as far as where our budget currently stands. They're also going to be making recommendations for amendments to the budget as issues arise. They're also gonna be providing us cash flow statements to make sure that our current current position? Not only can we meet our current needs, but we'll be able to meet our future needs. And I believe they actually will be providing those on a regular monthly basis as a starting point. So we should be reviewing those, and then they will also share those with the district as the sponsor.
School Financial	Yes. just to follow up on that, if I may. Yes, we will adhere to the sponsors requirements written in their contract, and to make sure that those requirements are met monthly as well as as stated in the application, through the finance committees. doing a deep dive every month into their financial statements, determining any line items that may be out, over or under budget, and gauging them accordingly, and then, of course, reporting to the governing board on a monthly basis. And, like he said, cash flows. We actually began in September with cash flow analysis, to make sure that everything is landing as it should all throughout the year, so that there are not any unexpected occurrences. Towards the end of the year.
Susie Miller Carello	Great. Thank you.
PJ D'Aoust	Hey, Susie, I wanted to follow up on the academic piece and the development of goals in the in the next 5 years, and I'll just use grade 3 going from 71% to 75.8, or in math from 60 to, you know, 4.8 points, do we. was there a reasoning on on taking a very conservative approach to this goal increase, or is this just can you talk a little bit about how you develop that. And is that really satisfactory to what we want to see as an outcome.
Derek Danne	Yeah, Jamie, or and or Lindsey, if you wanted to jump in on that.
Lindsey Granger	Sherry. I think that might be your.
Derek Danne	Sorry.
Cheri Shannon	And that's okay. I'm happy to do that. And also, Braxton, if you'd like to speak to that as well. The conservative approach Pj. Was taken for a variety of reasons. We know that this will be a substantial change for a school that already exists. Right? They're going to be changing curriculum, instructional strategies. It's exciting, but we know it's a change. We also know a change. Things tend to go back a little bit before they go forward. So we really wanted to temper expectations for both the community. The sponsor to take a really close look at this, and to make

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	<p>sure that we are accompany or accomplishing everything we need to do in order to move that forward. I mean, we agree that more an increase would be better, but at least initially, that was the thinking. As we, we develop these these goals.</p>
PJ D'Aoust	<p>Well, I did notice, they said, minimal. And you know, I'm always thinking about the students are that are in that 30%, not the students in the 71%. Right? You know, why would I pick new? Very if I'm in that 30%? But I do appreciate the answer. It's changing a curriculum. And that is a minimal expectations. Obviously, everyone wants to be at 90 to a hundred percent. So thank you for that sherry.</p>
Cheri Shannon	<p>Sure.</p>
Curtis Fuller	<p>So my next question. You've kind of already answered a little bit, but I think school financial services has a very good reputation for doing all the finances and everything for a school. What we really want to know is the Board's role in that financial oversight. So you mentioned that you're getting monthly reports. Have you talked at all about like training? Or how are the how the board is going to make sure that those reports are showing what they're supposed to have. You had those discussions yet in terms of what that dashboard will look like, and making sure everybody understands them.</p>
Derek Danne	<p>Chuck, have you had any thoughts? I don't know that we've had a meeting specifically on that. But as far as what we would plan to do with those. That would kind of come into our governance and oversight. Chuck may be able to speak to that.</p>
Chuck Clemons's iPhone (2)	<p>Absolutely well. The initial conversations at the board level at this stage of our application process would maintain 4 steps. One would be to develop the internal controls and training the board on what the internal controls prevent, detect, fraud, waste, promote, and encourage compliance of all laws. They would also have to arrange or contract with a certified public accounting firm hopefully. You know, we've got some really good ones here in the community which would perform our audit. We'd retain those services, as you know, we report to once a year the audit would come out, but in the meantime developing and reviewing, approving the schools, budgets, educating all of the board which comes from a background of a variety of professions and basically adhering to the Florida statutes. I think that's 102 3.5. I helped write laws for 8 years in the Legislature, so I'm a little familiar with it. So developing the budgets. But I spent 17 years in higher education at Santa Fe College as a vice President. So the monthly reports coming from the accounting and having all board members thoroughly invested in understanding what the progress and what those indicators or those markers are, not only with the annual budget, but the year to date. Budget Ytd budget that comes up to see if we're ahead or behind in certain categories. So corrective, active. corrective action can be taken so the board would monitor. They would understand the progress or the lack of progress, and they could make any sort of recovery plan to ensure compliance with our annual budget. And, most importantly, is the training that the Board would have in regards to that, although we come from a variety of backgrounds, maybe not. All of them have been trained in conflicts of interest or ethics, or financial responsibility. or even the governor in the sunshine, we'd make sure that we adhere to all of those trainings, and that our Board is certified in all of those, and sign of on any potential conflicts. Is there any other questions.</p>
School Financial	<p>No, I think you did a very good job of answering that question, and I think the way you explain it just now. It just now was.</p>
Curtis Fuller	<p>More comprehensive than what I saw in the applications narrative itself. So I appreciate that my next couple questions are about specific numbers from the budget. The budget presents various costs associated with the facilities of the school. I'm curious how some of those assumptions were made. For example, budget line 79,350 is about repairs and maintenance costs for the building. You indicated that you were going to assume about a dollar per square foot. How did you come up with that assumption.</p>

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School Financial	So based on the square footage, we were using the dollar per square foot. What we typically see for a lot of our charter schools without having that direct information from the school district.
Curtis Fuller	Was the district not willing to share that or cause what they said in their feedback back from the application was that they're averaging for the last 5 years. The maintenance costs were averaging about \$121,000, and that it's trending upwards. They've already spent more than \$75,000 in the 1st 5 months of this year. \$70,000. Excuse me, and I think what you had allotted for total maintenance for the whole year was 75,000. So just curious the discrepancies.
School Financial	So there's also some funding under 79, 3, 90, that includes some similar type maintenance. The A/C maintenance and inspections are also in that line. Item. So if you add those 2 together, and then also there's 1 more, there's a facility remodeling line item that could also be considered type maintenance together. Those 3 are about 1 16, so not too far of. Whenever it comes to looking at that district, number.
Shawn Arnold	An agreement that we'd be entering into with the district, that they're going to be in terms of leasing and maintenance and repairs and other things like that that they're going to have to do as you're also probably where there's a rule in place that's being created for that to to make that happen. So I think that the what the Ss. Team did was pretty conservative and and actually over allocating that. But we wanted to be conservative in the way that we created those numbers.
Curtis Fuller	I think that's actually a question you just answered. That will come later on, and that we were wondering what you would envision that agreement with the district to look like in terms of what the school would be responsible for versus what the the district would be responsible for. So have you given any thought to as you sit down to start those negotiations? What! Who might be responsible for what.
Shawn Arnold	Yeah, sure. So our firm represents 12 or 13 conversion charter schools across the State, which is over half of them. As you know. Every every area of the custom is local. With Lake County. We have 5 conversion charter schools that we've worked with over time, and in those we had formal agreements. We've done lease and formal agreements with Palm Beach for Inlet Grove as well as for South Tech. you know. Pj was involved in in some of that, or his predecessor was so we we, you know, in terms of like the division and and the and the horse trading that goes on. With that each one is diferent. But the thing is is that there is going to be a component to it. These buildings belong to the district. Certainly. Walls, roofs. You know, we talked about Hvac repair. Potentially, we'd be responsible for replacement is going to be their responsibility. So it's going to look a lot like most of the commercial leases that we have. And so there are going to be responsibilities of the landlord. That would be there. Catastrophic things typically will go back to the school district, repair maintenance. Those types of things are typically going to be the responsibility of the school.
Curtis Fuller	Okay, thank you. Same question along the same lines as the maintenance on the utilities. The budget said about \$13,000 or little under \$14,000 for the year for utilities, but the district is reporting that they spend about \$10,000 a month, so it'd be about \$120,000 on utilities. How is how is that assumption come to.
School Financial	So the the utilities actually were calculated. The city provided us with the history of the bills, and we actually sorted through those and separated. It was electricity and utilities together as well as garbage sorted through and came up with an average based on what they provided us with. So that's how we input that into the budget for the utilities, the electricity. And then the garbage pickup would actually that's not in here, because the city will provide that service for no cost to the school.
Curtis Fuller	Thank you.
amyhayes	Okay, I'm going to shift a little bit to some stafing so that we can kind of understand some of the decisions you've made here and get some clarification on some of the things that the application

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	<p>says. So we'll sort of start in Section 6, where you indicate that you anticipate a ratio of approximately one Ese teacher for every 40 students. The district currently has 3 and a half Ese teachers at the school. But you're projecting 2 excluding the pre-k. So we're just wondering how you justify that, since it's kind of lowering the staffing levels.</p>
Lindsey Granger	<p>I can take that one so that was based upon considering what a reasonable expectation is for the intensity of the types of services that will be provided. And it's it is definitely subject to change, depending on what iep's need to be implemented in the provision of services. But most often the services are pushed in, and there's support provided to for the provision of accommodations and things like that. More of the direct instruction, especially design. Instruction is geared for that esc personnel delivering that service. So this is based upon really looking at the typical intensity of services. But it can be subject to change at any time.</p>
amyhayes	<p>Okay.</p>
Curtis Fuller	<p>Does that mean that you anticipate that the intensity of services would reduce as you go to a charter? Or do you think that they're overstafed now.</p>
Lindsey Granger	<p>I would say that that is relatively high as far as the number of special education students they have and the number of staf. I think sometimes that is a unintended consequence of retrofitting services into an existing scheduling model. So if we look at the master schedule and we're looking around scheduling around the provision of services, which is what we would expect the school to do. Then you can be more creative and scheduling and maximizing the use of the staf versus a hodgepodge kind of all over the place schedule and enhance your expectations for the special education teachers to with groupings of students, small groups. Sometimes students are unattendedly. They're pulled out because of scheduling versus pushing in, which is where we know a lot of students get maximum benefit.</p>
Leslie HM	<p>Another part of goal with our staffing is that we want to really give preference to teachers who are dual certified. So if they do have their standard teaching license along with something like Ese or gifted. Those are teachers that we're really gonna try to onboard with our school.</p>
amyhayes	<p>So you sort of segwayed into the the next question. Sort of an assumption, since there's not a gifted teacher included, particularly in the budget that we could see. you're anticipating. About 7% of your students are going to be receiving or qualifying for gifted services. And you're saying that there will be a heterogeneous general education classroom to service this. Can you just sort of expand for us on how you plan on meeting the needs of gifted students ensuring that there's compliance done with the Eps, especially if there's not someone specifically assigned to Gifted. We couldn't really vet that out. And how that was written.</p>
Lindsey Granger	<p>There's going to have to be an individual that's gifted, endorsed, and credential to kind of take the lead on that it could be a colleague depending on the staf the makeup of the staf for the composition of the staf, but thinking about it kind of goes back to the scheduling. You know, a lot of times we have students who are. They're dual. They might be gifted and have exceptional needs through the provision of services. So really thinking about how to meet those needs. We're going, you know. You have to be creative and thinking about how to do that. But there will be somebody in charge of compliance, making sure that Eps are reviewed. Developed communication with parents happens. The other piece that will hit on intervention and enrichment for students is the time that's captured. It's all hands on deck. Approach to you. Kind of see it in the sample schedule. There's a time allotted every day, and some of that could also meet the enrichment needs of students as well. So we're kind of double. It's a double angled approach there. But it's really based upon maximizing the use of the gifted endorsed teachers. Teachers who are, they hold multiple credentials and empowering some of those general education teachers to make sure that students get the enrichments and supports that they need.</p>

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amyhayes	Hey? Thank you. On your Csu calculator. You've indicated that your specialist teachers are going to be teaching about 1,950 min a week. This is kids in front of them for 6 and a half hours a day, which is a full prep. Load, a lot of preps or full caseload and a lot of preps and scheduling around that can be challenging in the narrative. On page 37, you indicate that the kids will have 45 min a week for both art and music, but in the budget it indicates 30 min. And then you've said that the students are going to get 150 min of PE. The budget calculator indicates that with a higher number of minutes you would need 3 PE teachers during that 1st year, but you've only included one art, one music and one PE teacher. So with the the schedule and the staf and the arts program and the steam that you're talking about within this application? Can you just expand on how that's gonna work.
School Financial	I'll I'll start of on the Csu template. We didn't actually use that portion to calculate. We went by. What the team was saying was needed, so the correct minutes would be what was stated in the application. Not what is on this? Because we directly entered those staf based on what the team said was needed. Does that make sense? Okay?
amyhayes	So it would be what is in the actual application.
Curtis Fuller	So how are you realistically going to schedule enough art and music at a steam school with just one of each? And then how are you going to meet the minutes for PE? If it wouldn't be possible for a PE teacher to cover all of those classes 150 min a week.
Derek Danne	So we're talking about the schedule and the timing of of all all of these moving pieces and making sure that essentially that they they haven't. There's enough. We have enough staf to cover cover the time. And the and the students so with that I think there's a component here where Leslie might have some feedback, but it's really more geared towards the education. So I would really ask either Jamie Sherry or Lindsey to chime in and and provide some feedback here on how that stafing will work. Anyone wanna jump in.
Leslie HM	I would just jump in quickly on it. That part of the great thing about the steam model is that some of this stuf can be integrated in other classes. So arts can be integrated in science classes if they're building out things. And that's part of why we want to do that because it gives the kids opportunities, not just look at books and expect to read of slides. It gives the teachers more flexibility with how they're teaching. And hopefully, we will provide the resources to give them those options.
Cheri Shannon	And the only I would add here is that starting, Jamie helped me, I think back in June we started having multiple conversations with teachers who are currently at the school interested in the conversion. They provided a lot of input and feedback and a lot of these numbers. Curtis were derived from them with a number of minutes to incorporate, incorporate into the schedule. And so that was really what it was based on. I understand your point with steam. We do have the opportunity, as we really develop out the implementation plan for steam through the startup process that we can look to hire additional teachers as needed. And, Braxton, do you want to add anything there on the on the schedule.
Braxton Padgett	Yeah, I mean all it says we. We provided you know, a sample daily schedule. I know right now at the school they are doing block scheduling in 3rd and 4th grade. There's some. There's what we've proposed is very much. A draft is something that can be altered to kind of meet the needs of the school. And so I do think there are ways that the school can be creative about scheduling to ensure that the students are getting all of the content, area and instruction that they need.
Shawn Arnold	To the PE component. I know that PE can be integrated into other things in that p in elementary school is not. It does not have to be given by somebody who's endorsed in that area. So there's there's opportunities to do that. And I know we've visited that issue with other applications. And so

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	there's there's ways to implement the PE with the with other class teachers, not just the PE teacher.
amyhayes	Thank you. moving on to technology, because technology appears to be a very important part of your overall plan, although there's not a lot that we could see in the budget as far as money set aside for technology equipment. For example, you mentioned having robotics. That's a pretty expensive program. You say that you're going to purchase 1, 74 computers during the planning year, and then you aren't going to purchase more until year 4, when you purchase another 2 class sets, but you also don't seem to have an it specialist on staf that we could verify, and you've set aside \$12,000 a year in it costs. Can you just talk to us a little bit more about that? Please.
School Financial	So as far as the budget goes. In the startup year you'll see there's \$324,000 there and startup to buy all that upfront computer equipment. And then there is in the out years, years, 4 and 5, you'll see additional come in. There is some refresh in years 2 and 3 regarding the computers. There is the it contract that you mentioned? At on at \$12,000 per year, and then under 5,100. Let me get there to it real quick. It's 5,106. What do you think? 5,106, 44 has the teacher computers. And then part of the classroom furniture. Actually has the included some some technology there. So between 5,106, 42, 5,106, 44, and then in the 6,500 6, 44. That's where you'll find all of the furniture equipment for classrooms.
amyhayes	Okay. Thank you.
School Financial	Okay. Thank you.
Mark Cannon	Early on in this interview is referenced that there would be a contract for services with the city. no money appears to be set aside in the budget for payroll processing, or human service costs. Will the city be charging the school for any of those costs.
School Financial	So there is a cost. It's in line 7,503, 10. That's where the audit can be found. There's several things in that line. Item, because it's all fiscal related. The audit is in that line item as well as our back office service is in that line item as well as the city's payroll processing at \$25 per student.
PJ D'Aoust	All right, we're gonna switch gears here and we're gonna talk about one of my favorite subjects. Lunch. Have you guys been able to review the concerns from the district as far as anticipating removing a lunch equipment. Replacing that equipment which they estimate at \$200,000. They also point out that you may have some incorrect assumptions in your narrative about the Cep program, and that they will only cover 1.6 of the directly certified students, meaning that if the school likes to participate in that program, Cep, only 72% of lunches will be covered. Now, as we kind of look into this, we notice that the budget doesn't anticipate cep participation. Instead, costs are laid out per student. Could you kind of talk about that? What your plans are for lunch program, how you'll decide if you will use Cp, Cp. And what you're doing about the costs related to the equipment. I know that's a big question. But.
School Financial	I can address the revenue side related to the Cep. Whenever we did the budget. We didn't want to assume that they would automatically become cep certified. So we decided to go to the conservative route. stick with the 47% free and reduce that we know that they have, and then anticipated that the other students would be paying for that lunch. So that's why we approached it that way. Instead of going to cep out the gate. We also put in a 6 month delay that they wouldn't become Nslp. Certified until 6 months into the school year, and anticipate that loss in year one. So as far as the equipment goes. Also, it is the expectation to outsource the food service. So with that being stated, the majority of the high dollar cost that could be associated with not contracting your food service. Our hope is that would not be necessary. We understand that there is some cost associated, but those those major costs should be covered under that contract.
PJ D'Aoust	Okay. Anybody else want to follow up on that question for lunches? Yeah, go ahead.

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Derek Danne	Well, I did want to just clarify that, you know, at at the end of day we truly do want to work with the district. Our goal is not to have a contentious relationship. I know that this feedback that they provided I mean it causes me a little concern just because it it seems like it's more on the contentious side. But ultimately I think this will be items that we will be working with with Shawn and our team with the charter in hand when we negotiate with the district, and these will be discussions that they may bring up with him, but we certainly would. just looking at their list initially again. I think there will be, you know, questions as to whether or not it's equipment, and whether or not. It's needed elsewhere in the district, as I think that they're what they're supposed to be able to identify, that they have other needs for these items, and they they don't do that in this, in their feedback. So at the end of the day, I think again, this will be something that I think we want to work with the district, and we're hope, well, I know that people at the district do care about kids. So they do want to educate these kids. They want to feed these kids. So I think they will work with us to to make this happen.
Braxton Padgett	Can I add? Just just a just a little more tidbit? There is, I think, that one of the things that that has been discussed is that I just want to clarify. I think Amanda kind of hit on this, but just kind of tease it out a little more. But is this food service manager, I mean sometimes. What oftentimes what we're seeing is, you know, they may not even prepare the food on site, so that might in in that scenario that's going to really eliminate what type of equipment is actually going to be needed on there. You know, they would still need things like food warmers and refrigerator and things like that. But they might not need ovens. There's a lot of things that they may not need if they go that route with that model where the food's actually not being prepared. In house, in the kitchen there.
PJ D'Aoust	Do we do? We have kind of a direction. We're leaning in as far as in house, or or contracting the whole thing out just having the warmer setup, or or what would be the pleasure of the board on that one.
Braxton Padgett	Ye? Yeah, I mean. So I think right now with with the budget as it's presented, the preference would be that it's of site and maybe in future years as as as they get more financially stable and get their footing under them. Maybe they then do bring that in house and have it there in the kitchen, but I think the the preference, initially, just because it could lower their initial cost, is having the food prepared of site.
PJ D'Aoust	Thank you. Transportation. We're looking at \$100,000 for bus, financing them at 9% over 5 years, about 25,000 a year payment. We've set aside almost a hundred \$30,000 in pay, which was, which is about 5 buses your narrative indicates you want 6 buses. Can you talk a little bit about transportation? How you're how we're gonna do this, how we're gonna make sure our buses are inspected and and maintained. And My, my favorite question is, where are you? Gonna put them? Like, where are we gonna store the buses when they're not used? So if we could just talk a little bit about transportation. I would appreciate that.
Derek Danne	Yeah, certainly. So transportation was just from a background standpoint of when we started this process, our parents were fully engaged on wanting to make sure that, hey? You're converting to a Charter School charter schools don't transport kids, was kind of the generic feedback of information that was conveyed. So it was an important point for our community. So we are working, and we have budgeted to make sure that we can provide transportation. I know that some of the feedback that the district gave, and that our budget folks, I believe, can speak to is that we did include cost for making sure that the buses are inspected regularly, and those things so we do still plan to survey our families, though overall, just to see what level of service. expecting. I always like to say, I'm open and flexible, meaning if if they don't need bus transportation, if they just need a place for their kids to be, that the school may be a place where we're able to open up or have after school programs to accommodate the fact that they don't need the bus transportation any longer, so that plan could change. If we find that the families don't necessarily all need bus

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	transportation itself, we may be able to engage in other routes. But overall. We think that our plan is a sound plan, and and we'll continue the service that our community already kind of expects at this point for for bus transportation.
PJ D'Aoust	So currently, are, are you guys picking up any kids within the 2 miles within 2 miles? And are you doing any kind of courtesy. Transportation. Is that something that the Board's talked about? Because expectations of parents, you know, when it's raining outside or it's cold outside or diferent than on a normal day where you could ride your bike or across the street.
Derek Danne	I don't believe we've got anything in involved on courtesy. If if it was a rainy day our current plan in intends for a 1 to 5 mile radius. I know that's already under the 2 miles that is required by the State in terms of the statute. But overall the I mean that was the the hearing the feedback was is that there? There are bus routes currently under 2 miles, and that was a concern. So we did align our plan to account for that by having a 1 to 5 mile range.
PJ D'Aoust	Okay, no one knowing that ft, unless it's a hazardous, you know. Yes, because what's a burden on the school? Your guys are willing to take on okay, and then as far as maintaining the buses. I'm gonna guess we're gonna have an outside organization of campus and we're gonna store the buses where.
Leslie HM	So we, with working with the city, we do have the opportunity to utilize some of their properties, and there is city property adjacent from the school currently.
PJ D'Aoust	Oh, that's convenient, that's great. Okay, we'll get all the buses through. Pardon me.
Cheri Shannon	I said, yay for community.
PJ D'Aoust	Yeah, that's good. Now it's good. That's good. I like to see that kind of separation there, that's always the safest way to go. Okay, back to facilities.
Curtis Fuller	Just for the the record on the transportation side. Could we get an explanation of how the \$120,000 for 5 buses came up with, just in case there's a question on that.
School Financial	So that was calculated using the Csu calculator. and we budgeted \$100,000 per per bus. Conservatively, we didn't budget for brand new buses. The hope was that we should be able to find 6 buses in that 1st year, for at 100,000, and we finance them over those 5 years as described in the budget. Did that answer.
Curtis Fuller	Not exactly. So. When I looked at the budget it looked like the cost per bus would be about \$25,000. So if you were to get 6 buses like it described in the narrative, it should be. I was looking for 150,000, but I only saw 128. So just was wondering if there's clarification on that.
School Financial	To see if she's back later. no, we we input for 6 in the 1st 2 years and then 7 in year 3 and 8 in years 4 and 5 I would have to check on the formulas there to see if if something went wrong on that template.
Curtis Fuller	Okay. Thank you.
PJ D'Aoust	Thanks back to facilities. A little bit. It seems that Newberry is currently overcrowded, but we're anticipating a specific enrollment about 6 45 plus pre K district has indicated physical capacity of 471 we talk about in the application about adding portables in year 4. Button here for you're adding additional 9 sections. And again, I I think really the question in your 5, we're gonna add another portable, another section, etc. I think the question really is, how do we wrap our heads around? How we're gonna plan on dealing with overcrowding issues here to walk me through that process.
Derek Danne	So you you already hit hit the nail on the head as far as our current status. That was one of the impetus behind, really, not necessarily a problem that we're having with the district. It's that we're just not understanding what their plan is. So we are trying to move forward with this plan as it's been laid out to accommodate kind of twofold one is is the community that we hope to serve,

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	<p>which is Newberry, and it's going to grow. and their desire to have an elementary school that serves K. Through 5 ultimately, and that is what we are intending to do is to serve all of those students. And we'll have to expand for that growth. So I mean, there's a to to some degree your question ultimately is. It's kind of a choice of of what matters more. And I think what our community has informed us is that they do want to see our community and our school be capable of of keeping up with the growth so that we can have our elementary community school here in this community.</p>
PJ D'Aoust	<p>Now is the intention, of the district, or or the governing board, to keep the Esc. Pre. K. Intact? Or have we talked about that. And if if the Esc Pre K is a Alachua program when they go, is there specialized equipment or specialized portable that goes with that program, or if we had those conversations or thoughts, if we could expand on that.</p>
Lindsey Granger	<p>Paxton, do you want to start? And I'll wrap it up.</p>
Braxton Padgett	<p>Yeah, I can start, yeah, I mean, so there currently is a pre-k esc program that's there at the elementary school. And so I think the intention here would be to continue that. And we've obviously spent a great deal of time in the applications really focused on K. 5. We did want to acknowledge that it is. It is there the intention is to carry it on. You know. It's hoped that the school district would want to continue to collaborate and allow that opportunity to be there at Newbury Community School after it's converted. Lindsay, I'll turn it over to you.</p>
Lindsey Granger	<p>That's exactly what I was going to convey. But what I would say is that it's also heavily dependent upon the lep team decision making and those placement decisions. And so a lot of that is hinged upon communication and collaboration with the district. So those conversations are going to have to continue, but the plan would be to provide continuity for those students, if at all possible, to the maximum extent possible.</p>
PJ D'Aoust	<p>So these esc students? How many of them remain at Newberry in kindergarten? And what severity is their disability that could you serve all of them? Or how would that work.</p>
Lindsey Granger	<p>Jamie, can you speak to the current population, the the composition.</p>
Jamie Wiles	<p>Yes. So when I speak with the Pre. K. Teacher right now, she has mostly Newberry students in her classroom at this time, so those students would be able to transfer into our kindergarten once they, you know, as long as they are applied to the pre-k, and they would just stay with us. We have the a capability of working with those students.</p>
PJ D'Aoust	<p>So so most of these students would be speech and language students less severe than not so much.</p>
Jamie Wiles	<p>Have less severe students. We have one.</p>
PJ D'Aoust	<p>Okay.</p>
Jamie Wiles	<p>Who needs extreme like measures. But we have a nurse on staf that takes care of feeding, and things like that.</p>
PJ D'Aoust	<p>This is, this would be in the realm of services you could provide at your school, going forward if the students were zoned and chose to be part of the school. I actually not zoned is not correct word, but wanted to continue along at Newbury. They wouldn't be excluded, based on a disability that would. Okay, that's thank you.</p>
Jamie Wiles	<p>No, we would accept all students, and we are able to take care of those students because we are doing so now.</p>
PJ D'Aoust	<p>Thanks.</p>

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Mark Cannon	So widening the lens to all pre k, The district indicated. It does not feel it's appropriate to assume that all pre-k kids will elect to stay at the Charter School and asking you to take that at face value right now. My question is more about a contingency. If you were to lose one of your pre-k classrooms. how would this affect your overall program?
School Financial	Oh, go ahead and thanks!
Braxton Padgett	Yeah, so I think, yeah. So I think, 1st of all, the plan does not include non, esc, pre, K, I did just want to specify that they're focused solely on Esc, pre, K, yeah. I mean, I think that I think, given the number of students in the area that this is the only elementary school that's within a reasonable vicinity. We've kind of laid out how close some of the other schools are. We still think there's plenty of demand, even though you don't necessarily have that direct feeder from pre-k, that there's still a sufficient number of students that are there that will continue to support the enrollment. There's also we've discussed. There's a lot of growth that's happening in Newbury right now, and there's a lot of long term future projected growth in the area, including a new, very large housing development that's been approved. And so we don't think that the pre-k element, let's say, if that didn't work out, which I think is kind of where you're getting at, is going to have any material impact on the enrollment or the projections.
Leslie HM	Based on our community, too, and my son is in kindergarten. So we just went through all the pre-k stuff not too long ago. But I can tell you that other options that are local fill up really quickly. So just knowing the growing families, young families that are coming into our community very quickly. I don't think there'll be any issue filling those spots.
Susie Miller Carello	I'm gonna jump in and say, we have about 15 min left. And we, of course, could keep you busy all afternoon with questions. So I think, pj, you had a question about school security. Do you want to get.
PJ D'Aoust	Just pair it down. The Douglas High School Public Safety Act is a major requirement. Everyone here is very familiar with it. We have the offices of safe schools coming in. I just want you to briefly describe a code red event, lock school lockdown. I'm not sure what you may call it in Alachua, who has the ability to communicate that? And who and how exactly would that look? And it? You can limit this to 1 min or less, because it should be pretty routine.
Jamie Wiles	Can I speak to that? Right now? The way that it works in our school is that anybody in the school is able to call a lockdown from either our walkie or straight to the office. We can even go through our phone system and we can call it over the intercom, so it doesn't take but a second for one of us to go ahead and call a lockdown if it's needed.
PJ D'Aoust	Is, is there any? And and thank you for that? Is there any other technology that we're looking at that would not require a intercom or walkie talkie.
Jamie Wiles	There is within the district that Florida fortify, that you could put on your phone and or on your desktop, and you can just click the button, and it sends out the alert we could have that as well.
Braxton Padgett	Yeah, yeah, if I may add, I mean the the schools also gonna apply comply with the requirement to have the Alyssa's alert type of system in place as well.
PJ D'Aoust	So without being provided through the district, are you guys? I would assume being a conversion school. That would be part of the package. If not, it would be just something to note. Thank you for those answers.
Susie Miller Carello	Thank you. Pj, Amy, did you have any outstanding questions you needed to ask.
amyhayes	Well, I'll just combine our 3 kind of curriculum questions in terms of think of this in terms of purpose. For why you're doing this efficiency and budget. So you've mentioned that you're, gonna

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	you know, very potentially change a lot of the curriculum you mentioned on this meeting that currently the school uses istation. But in the application you talk about the use of Iready and I excel, which are all 3 very similar programs. So, starting with this section of that? Why would you use both Iready and I excel? What is your intent on those? And how are you gonna diferentiate that use.
Derek Danne	Yeah, Jamie, did you? Wanna yeah.
Jamie Wiles	The reason that we chose to use both of them is that Iready allows us to have diagnostic information to kind of help us determine if students need interventions. The I excel portion was more for teachers to use in their classroom or with parents at home, so that they had access to remediation or enrichment from wherever they were. either at school or at home.
amyhayes	Okay, moving on with that. Then you've also put in throughout the entire application the use of Champs leader in me. This is a big part of your school culture. you have Champs saying that the the Pd. For that is going to happen in one day during pre-planning. So we're kind of looking at how exactly are using the leader in me program. It's an expensive program. We don't see that in the budget it has curriculum that goes with that. Can you just sort of explain how you're going to integrate both of those programs into the school.
Cheri Shannon	I'll I'll jump in, and then, Jamie, I can kick it over to you to speak from a school perspective. But when we took a look at that, and again going back to the current teachers at Newberry, since they are the ones who voted for, and we're very intentional about the conversion. We talked about what they're currently using, which is pbis, how they liked it, what worked, what didn't work and did a lot of brainstorming about? What now, if if they don't want to implement pbis any longer, which it was the consensus, they did not also, in talking with the Board, there was also consensus for families. So Champs was selected to serve as really discipline, student culture, etc, with Leader and me being much more of citizenship, you know, really working together as a community of students in order to have a great positive culture at the school. I will ask Jamie to add anything, because I know we've had a lot of conversations about this as a teacher team. And then the Board also had a lot of input on this. And I agree the expenses there. It is not one day of training 100%, Amy, it is really year long. It'll be integrated into that before school training as part of the Startup plan there will be extensive training, and this is going to be one piece of that, and then also training throughout the year. Every year.
amyhayes	Thank you.
Cheri Shannon	Jamie, do you think.
Jamie Wiles	Yeah, I was just gonna say, the reason that we chose these programs was because the way that Pbis was working in our school is just not creating an environment where children feel safe, supported and respected. And these programs provided us ways to focus on behavior, expectations and positive reinforcement in a way that supported all students. We also wanted to make sure that we were teaching our students leadership and responsibility in a way that interwoven into our academic curriculum gave them opportunities to explore that leadership, part of being a good citizen.
amyhayes	Thank you. I appreciate that, Susan. You can move forward with your next question. If you're ready.
Susie Miller Carello	Alright. I think my question was oh, I'm sorry.
Derek Danne	Well, I just I did. Wanna you know Leslie Mcgehee was is our other board member, and and she's actually very familiar with Leader and me through her experience. And so I didn't know if she

EXHIBIT D

	wanted to add anything to this conversation on that on that question. But if you want to move on? Certainly do so.
Susie Miller Carello	Leslie.
Leslie McGehee	Yes, I actually for Florida virtual. I've taught leadership skills and personal and peer counseling to middle school and high school students for over a decade now, and in finding this leader in me program for our elementary school students, I see the value in it as they continue to get older and being able to have that character development coupled with the classroom management that the Champs program provides. And that's something that our teachers, when speaking with them, we're really looking for.
amyhayes	So are you purchasing it? Or you just formatting a leadership program based of of it.
Leslie McGehee	Now our intent is to is basically to train the trainer. We'll have our trainers for the leader in me program so that they can come back. And then in turn, you know, train the rest of our staf. And and as Sherry alluded to, we're we're going to continue to have professional development through throughout the year, as planned.
amyhayes	Okay, thank you. Leslie.
School Financial	I just wanna add to the to the budget piece, if I may. in startup that the school, along with the team felt comfortable, allocating 60,000 in startup year, and then another 60, thou 61,000 actually in year one. And then we do continue out professional development. You mentioned the curriculum and softwares, we have 125,000 per student allocated for the software. We additionally have 600 for textbooks.
Susie Miller Carello	You have a hundred 25,000 dedicated person.
School Financial	I'm sorry \$125 per student, and then that was, I misspoke. I'm sorry. \$125 per student. We have 600 per student for textbooks, and then, additionally, \$50 per student for assessments. So we felt comfortable with that budget for those programs.
Susie Miller Carello	Okay. I don't really have a question, Amy. I in the interest of time, you kind of address this, but I will say that your application generally in the goal goals area, that kind of future goals. Page 40. I I, my humble feedback, is when you get going. I would. I would ask you to think about the 40 to 30% of kids that you kind of aren't paying attention to right now, because I didn't feel like you boldly committed to academic excellence for 100% of the kids of the school. That, said Mark. I'm going to hand it of to you to ask any final questions, and then I'll do a wrap up.
Mark Cannon	Sure. the application states that school leaders will monitor student learning, and the information will be presented to the governing board on a regular basis. What interval time span are you envisioning for reporting to the governing board.
Derek Danne	It, Chuck. I mean, that may speak just to our governance and our in the number of meetings that we plan on intending on holding because I believe the principal would be part of our meetings, all governing board meetings. But, Chuck, can you add anything on our timeline.
Chuck Clemons's iPhone (2)	Of course I would expect fully expect a robust agenda to be presented to the Board members, the 5 Board members on a monthly basis, and that would include all of the things that we talked about before, about financial reports where we are in the budget. Any disciplinary types of activities that have occurred in the previous 30 days, but the active management from the Board would be applicable to that monthly board meeting.
Susie Miller Carello	Alright, great.

EXHIBIT D

Mark Cannon	And then There was a pretty strong goal for the parent. Satisfaction survey. You were anticipating 90% participation. What kind of return rate. Are you getting now.
Susie Miller Carello	Actually, I think I think it was. You anticipated a 90% approval rating. And I was curious about what kind of return rate for the survey you would get, and if you're doing one now, how does that track with the return rate you're getting now.
Derek Danne	Well, we we don't have a current survey to that direct question. So that I mean, that's the quick answer is, we wouldn't have a baseline in terms of that measurement. I think for satisfaction surveys the goal is always to get 100 back. I know that's not going to be the case. But in order to get an actual measure of what what we're trying to achieve, you actually have to get a good enough sample back and to return those results.
Susie Miller Carello	Alright. Thank you. My team. Is there any other burning questions we have? I have one do you? Is the current principal going to be the principal at the school. Are you going to conduct a search for that principal? Or have you identified someone else.
Derek Danne	The.
Leslie HM	To the sorry. So we will invite the current principal to you know. Apply. We do want to interview him. Should he be interested in it? Because again, we we want everybody that's there to stay. We want to be able to show them the support that we've been told that they're not currently getting. So everybody there who wants to say we'll get priority. We will interview the current principal should he want to. If he decides he doesn't want to. Then we will do a search. Initially, the ideal candidate would be closer to our community. But should we need to expand further, we will go nationally, if necessary, and you know, just make sure we place the right person as soon as possible. But no later than January of 2026.
Susie Miller Carello	Well, that person's going to have a lot of lifting to do. It's always impressive to me when community groups come together and ask for access to millions of dollars in public funds that they're going to oversee, but also to step up and take charge of the educational lives of the children of their community. And I really appreciate you taking the time today to tell us why that is of interest to you. And really let us pick and poke, and proud at all of your plans. What we will do from here on out, as Kurt said at the beginning, this team will get our heads together, we will compile all of the comments positives. I think you addressed most of our questions. and if not, you probably know what our outstanding questions are, but we'll put that together, and then it goes to the Florida Department of Education and the Charter School Commission, and whatever recommendation we may make their lawyers also go over that again, to be sure that they agree with us, and then, if it goes to the Commission for a vote, it will go at the February 26th meeting. So do you have any questions of us.
Derek Danne	Well, I'd certainly open that to the board. Anybody have anything.
Leslie HM	No, but we sincerely thank you for your time.
Susie Miller Carello	Yeah, thank you very much.
Derek Danne	No greatly appreciate it.
Susie Miller Carello	All right. Super. I'll ask my team to stay. Thank you, Mr. Mayor, for joining us and giving me giving us an hour and a half. That doesn't happen often.
Thomas Sternberg	Thank you. Thank you.
Lindsey Granger	Everyone have a good day.

EXHIBIT D



Florida Charter Institute

Charter Application Review Commission

Application Review Summary

Proposed Charter School Name		
Newberry Community School		
Date Received	Commission Meeting Date	Proposed Opening Date
11/18/2024	2/26/2025	8/1/2026
Proposed School District		
Alachua County		

The Florida Charter Institute has completed a review of the charter application for the proposed charter school. Attached to this report, please find:

- FCI evaluation summary form
- Standard Model Charter School Application Evaluation Instrument (IEPC-M2)
- Transcript of the applicant's capacity interview
- Complete charter application
- School District Input Form IEPC-INP

The Florida Charter Institute recommends that this charter application be approved.

FCI Executive Director Signature	Date
<i>Josie Mila Carullo</i>	1/23/2025

Charter Application Summary

Proposed Charter School Name				
Newberry Community School				
Year 1 Enrollment	Year 2 Enrollment	Year 3 Enrollment	Year 4 Enrollment	Year 5 Enrollment
694	712	730	924	946
Schools Mission Statement				
<p>At Newberry Community School (NCS), our mission is to honor and preserve our diverse community values, while providing a dynamic and supportive educational experience for all students. We are dedicated to cultivating a love for learning, promoting academic achievement, and preparing our students to thrive in an evolving world. Through collaboration with families and the community, we commit to the success and well-being of every child, ensuring they are equipped with the knowledge, skills, and values needed to succeed in life.</p>				
Brief summary of the instructional approach of the proposed charter school				
<p>The proposed school's instructional approach emphasizes personalized, inquiry-based learning to engage and empower students while preparing them for lifelong success. Central to this model is the integration of project-based learning, allowing students to explore concepts deeply, think critically, and solve problems collaboratively. A STEAM-focused curriculum ensures students develop essential skills for innovation and future career readiness, while differentiated instruction tailors teaching methods to individual needs, leveraging technology to enhance learning experiences.</p> <p>In addition to academic rigor, the school prioritizes character development and social-emotional learning, fostering resilience, empathy, and teamwork within an inclusive environment. Partnerships with local organizations and businesses provide real-world learning opportunities, such as internships and community projects, to deepen students' understanding and practical skills.</p>				

Summary Of Application Review

Section	Meet	Partial	Not Met
1–Mission / Vision	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2–Population/Students	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3–Education Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4–Curriculum Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5–Assessments & Evals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6–Exceptional Students	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7–English Lang Learners	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8–Culture & Discipline	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9–Suppl. Programs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10–Governance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11–Mgmt and Staffing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12–HR and Employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13–Prof Development	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section	Meet	Partial	Not Met
14–Recruitment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15–Parent Involvement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16–Facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17–Transportation Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18–Food Service Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19–School Safety & Security	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20–Budget	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21–Financial Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22–Start-Up Plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A–Replications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A1–High-Performing Repl.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B–Education Srvs Providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Primary Application Strengths

The charter school application demonstrates numerous strengths, particularly in its alignment with statutory requirements and its focus on meeting the needs of its target population. The mission and vision are clearly defined, emphasizing innovative educational practices and offering parents additional choices. The educational program is well-designed, incorporating research-based practices and innovative frameworks like STEAM, CHAMPS, and Leader in Me to create a positive school culture. The curriculum plan is aligned with state standards, emphasizing foundational skills.

Operationally, the application highlights a strong governance structure, clear staffing plans, and professional development initiatives aligned with the school’s mission. Community engagement is a significant strength, and partnerships with local entities like the City of Newberry. Facilities are already functional, reducing startup challenges, and plans for long-term growth, including portable classrooms, are well-considered. The financial plan is robust, with realistic revenue projections and alignment between the budget and operational needs. Additionally, the school’s commitment to safety is evident through compliance with state regulations and partnerships with local law enforcement.

Primary Application Deficiencies

While reviewing the application there were questions that we had, and the district raised numerous concerns about the application as it was presented. Interview questions for the capacity interview were specifically designed to encompass the primary concerns within the narrative, and the applicant did an

EXHIBIT E

exceptional job of providing additional clarity around the concerns and was able to clear up all of the concerns that were addressed during the capacity interview. While there are things that could be clarified within the narrative, we do not feel that would rise to the level of being a concern or reason for delaying the action on this application.

Please note that while this application is a conversion school, the Florida Charter Institute has not evaluated, and does not weigh in on, the status or outcomes of the vote that was conducted to establish the charter school as a conversion charter school. The staff at the Department of Education directed us to review the application on its merits and not to consider the validity of the vote, as the department's legal department would focus on the issues surrounding that dispute.

● Evaluation Criteria

The following definitions guide the ratings:

Meets the Standard: The response reflects a thorough understanding of key issues and demonstrates capacity to open and operate a quality charter school. It addresses the topic with specific and accurate information that shows thorough preparation and presents a clear, realistic picture of how the school expects to operate.

Partially Meets the Standard: The response addresses most of the criteria, but the responses lack meaningful detail and require important additional information.

Does Not Meet the Standard: The response lacks meaningful detail, demonstrates lack of preparation, or otherwise raises substantial concerns about the applicant’s understanding of the issue in concept or ability to meet the requirement in practice.

OVERALL ASSESSMENT – COMPLETE THIS SECTION LAST

Would you recommend approval of this application for a public charter school? Explain your recommendation in the Summary Comments section, below.

DENY	APPROVE
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Name of Person Completing Assessment: Susie Miller Carello Date: 1.22.25

Title: Executive Director Florida Charter Schools Institute

Signature: _____

EXHIBIT E

I. Educational Plan

The education plan should define what students will achieve, how they will achieve it, and how the school will evaluate performance. It should provide a clear picture of what a student who attends the school will experience in terms of educational climate, structure, assessment and outcomes.

1. Mission, Guiding Principles and Purpose

The Mission, Guiding Principles and Purpose section should indicate what the school intends to do, for whom and to what degree.

Statutory References:

s. 1002.33(2)

Evaluation Criteria:

A response that meets the standard will present:

- A clear and compelling mission and vision statement that defines the guiding principles and values of the school.
- Adequate references to evidence that the application fulfills the statutory guiding principles and purposes for charter schools. (Note: the substance of each addressed principle and purpose will be evaluated within appropriate application sections.)

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none">• The mission and vision statements align with the statutory requirements and are clearly defined.• The guiding principles emphasize innovative educational practices and providing choice for parents.	Section 1 page 1
Concerns and Additional Questions	Reference

EXHIBIT E

2. Target Population and Student Body

The Target Population and Student Body section should describe the anticipated target population of the school and explain how the school will be organized by grade structure, class size and total student enrollment over the term of the school’s charter.

Statutory Reference(s):

s. 1002.33(10)

Evaluation Criteria:

A response that meets the standard will present:

- A clear description of the students the charter school intends to serve including any target populations in accordance with Florida law.
- Alignment of the targeted student body with the overall mission of the school.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> ● Clear enrollment preference for local students ensures community focus. ● Plans for gradual growth align with the existing facility structure. ● The applicant provided thoughtful and informed answers during the capacity interview to questions regarding current school overcrowding and class size compliance, as well as provided additional clarity about the solution for facility constraints, including leasing additional portable classrooms. 	<p>Section 1</p> <p>Section 2 pages 3-6</p>

Concerns and Additional Questions	Reference
<ul style="list-style-type: none"> ● The reviewers had questions surrounding the number of students, the space in the existing facility, and possible solutions the board envisioned. The applicant answered them in the interview, as noted previously. 	

EXHIBIT E

3. Educational Program Design

The Educational Program Design section should describe the educational foundation of the school and the teaching and learning strategies that will be employed.

Statutory Reference(s):

s. 1002.33(7)(a)2.

Evaluation Criteria:

A response that meets the standard will present an educational program design that:

- An educational program design that:
 - Is clear and coherent;
 - Is based on effective, experience or research-based educational practices and teaching methods, and high standards for student learning;
 - Aligns with the school’s mission and responds to the needs of the school’s target population, and
 - Is likely lead to improved student performance for the school’s target population.
- A proposed daily school schedule and annual calendar that complies with statutory requirements for annual number of instructional minutes/days and aligns with priorities and practices described in the educational program design.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> ● The program design is based on research-supported educational practices and aligns with the school’s mission. ● Use of the STEAM framework as an innovative approach. ● The educational program design is clear and coherent, based on effective and research-based educational practices and teaching methods, and aligned with the school’s mission and the needs of its target population. The proposed daily school schedule and annual calendar comply with statutory requirements. 	Section 3 pages 6–16
<ul style="list-style-type: none"> ● The applicant provided informed responses to queries about the CHAMPS & "Leader in Me" program and the associated budget allocations. 	page 15

Concerns and Additional Questions	Reference

EXHIBIT E

4. Curriculum Plan

The Curriculum Plan section should explain not only *what* the school will teach but also *how* and *why*.

Statutory Reference(s):

s. 1002.33(6)(a)2.; s. 1002.33(6)(a)4.; s. 1002.33(7)(a)2.; s.1002.33(7)(a)4.

A response that meets the standard will present a curriculum plan that:

- Provides a clear and coherent framework for teaching and learning;
- Is research-based;
- Is well-aligned with the school’s mission and educational philosophy;
- Provides an emphasis on reading;
- Will enable students to attain Florida standards and receive a year’s worth of learning for each year enrolled; and
- Will be appropriate for students below, at, and above grade level.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> ● The curriculum plan provides a clear and coherent framework for teaching and learning that is well-aligned with the school’s mission and educational philosophy. It also places a strong emphasis on reading. ● There is a clear emphasis on reading and alignment with state standards. ● The applicants provided a solid response regarding how the school will make budgetary provisions for programs like IXL, Waggle and iReady as well as clarity for where and how they are currently included in the budget. 	<p>Sections 3 & 4 pages 18 - 39</p> <p>Attachment D</p>

Concerns and Additional Questions	Reference

EXHIBIT E

5. Student Performance, Assessment and Evaluation

The Student Performance, Assessment and Evaluation section should define what students attending the school should know and be able to do and reflect how the academic progress of individual students, cohorts over time, and the school as a whole will be measured.

Statutory Reference(s):

s. 1002.33(6)(a)3.; s.1002.33(7)(a)3.; s.1002.33(7)(a)4.; s.1002.33(7)(a)5.

Evaluation Criteria:

A response that meets the standard will present:

- An understanding of academic accountability provisions and goals mandated by the state.
- An indication that the applicant will hold high expectations for student academic performance.
- Measurable goals for student academic growth and improvement.
- Promotion standards that are based on high expectations and provide clear criteria for promotion from one level to the next, and for graduation (if applicable).
- Evidence that a range of valid and reliable assessments will be used to measure student performance.
- A proposed assessment plan that is sufficient to determine whether students are making adequate progress.
- Evidence of a comprehensive and effective plan to use student achievement data to inform decisions about and adjustments to the educational program.
- Plans for sharing student performance information that will keep students and parents well informed of academic progress.
- Acknowledgement of and general plan to meet FERPA requirements.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> ● The application meets the standard for understanding accountability provisions and goals mandated by the state, as well as requirements for parent communication and FERPA acknowledgement. The goals are based on past performance and will build based on future performance. ● Applicants’ responses to questions in the capacity interview addressed how they would use assessments to track the progress of students. Additionally, applicants had realistic outcome goals for student growth and achievement that align with state goals. 	Section 5 pages 39-47

Concerns and Additional Questions	Reference
<ul style="list-style-type: none"> ● Reviewers had questions regarding the rigor of the academic goals included with the application. As stated above, applicants provided 	

EXHIBIT E

<p>insights into their thinking during the capacity interview, specifically that implementation of new curriculum and starting a new school resulted in setting achievable goals.</p>	
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EXHIBIT E

6. Exceptional Students

The Exceptional Students section should demonstrate an understanding of the requirements of the school to serve all students and provide a concrete plan for meeting the broad spectrum of educational needs and providing all students with a quality education.

Statutory Reference(s):

s. 1002.33(16)(a)3.

Evaluation Criteria:

A response that meets the standard will present:

- A clear description of the programs, strategies and supports the school will provide to students with disabilities that will ensure appropriate access for students with disabilities and that the school will not discriminate based on disability.
- A clear description of how the school will ensure students with disabilities will have an equal opportunity of being selected for enrollment.
- A comprehensive and compelling plan for appropriate identification of students with special needs to ensure they are served in the least restrictive environment possible, have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in the same manner as non-disabled students, receive required and appropriate support services as outlined in their Individual Education Plans and 504 plans, and participate in standardized testing.
- An understanding and commitment to collaborating with the sponsor to ensure that placement decisions for students with disabilities will be made based on each student’s unique needs through the IEP process.
- An appropriate plan for evaluating the school’s effectiveness in serving exceptional students, including gifted.
- A realistic enrollment projection (SWD) and a staffing plan that aligns with the projections.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> • The application contains criteria referencing compliance with laws pertaining to students with disabilities and district protocols for LRE placement, eligibility and evaluation. The application also includes a plan for providing supports and services to students with disabilities, a realistic enrollment projection for SWD, and anti-discrimination language. • Applicants have a comprehensive plan to ensure compliance with laws for serving students with disabilities. 	<p>Section 6 pages 48 - 55</p>

EXHIBIT E

<ul style="list-style-type: none">• Applicants were able to knowledgeably respond to questions regarding staffing ratios would be maintained to ensure compliance with applicable laws.	
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Concerns and Additional Questions	Reference

EXHIBIT E

7. English Language Learners

The English Language Learners section should demonstrate an understanding of the requirements of the school to serve English Language Learner students and provide a concrete plan for meeting the broad spectrum of educational needs and providing all students with a quality education.

Statutory Reference(s):

s. 1002.33(10)(f)

Evaluation Criteria:

A response that meets the standard will present:

- Demonstrated understanding of legal obligations regarding the education of English Language Learners.
- A comprehensive and compelling plan for educating English Language Learner students that reflect the full range of programs and services required to provide all students with a high-quality education.
- A clear plan for monitoring and evaluating the progress of ELL students, including exiting students from ELL services.
- Demonstrated capacity to meet the school’s obligations under state and federal law regarding the education of English Language Learners.
- A realistic enrollment projection (ELL) and a staffing plan that aligns with the projections.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> ● The application demonstrates an understanding of the requirements for serving English Language Learner students and provides a concrete plan for meeting their needs. ● The applicant provided clear monitoring and evaluation plans for ELL progress. ● The enrollment assumptions for ELL students are generally appropriate, and in alignment with the school’s current data. ● The applicant sufficiently addressed staffing and budgetary considerations of operating a strong ELL program. 	<p>Section 7 pages 56 - 60</p> <p>Budget</p>

Concerns and Additional Questions	Reference

EXHIBIT E

8. School Culture and Discipline

The School Climate and Discipline section should describe the learning environment of the school and provide evidence that the school will ensure a safe environment conducive to learning.

Statutory Reference(s):

s. 1002.33(7)(a)7.; s. 1002.33(7)(a)11.

Evaluation Criteria:

A response that meets the standard will present:

- A planned school culture that is consistent with the school’s mission and congruent with the student discipline policy.
- An approach to classroom management and student discipline that is consistent with the overall school culture and philosophy.
- Recognition of legal obligations and children’s rights related to enforcing student discipline, suspension, and recommended expulsion, including the school’s code of conduct, if available.
- Consideration of how the code of conduct will apply to students with special needs.
- Appropriate and clear roles of school administrators, teachers, staff, and the governing board regarding discipline policy implementation.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> ● Use of local district’s code of conduct ensures alignment with community standards. ● Planned use of CHAMPS and Leader in Me frameworks support a positive school culture. ● The applicants talked knowledgeably about CHAMPS and Leader In Me as well as how they would be budgeted and implemented with their curriculum model. 	<p>Section 8 pages 61-66</p> <p>Budget</p>

Concerns and Additional Questions	Reference

EXHIBIT E

9. Supplemental Programming

The Supplemental Programming section should describe extra and co-curricular activities offered by the school. This section is optional.

Statutory Reference(s):

NA

Evaluation Criteria:

A response that meets the standard will present:

- A clear description of extra- and co-curricular activities that support, and do not detract from, the educational program.
- Evidence of an adequate funding source for extra- and co-curricular activities.
- Lack of supplemental programming may not be a basis for denial.

Strengths	Reference
<ul style="list-style-type: none">• Well-articulated plans for extracurricular and co-curricular activities with identified funding sources where are included in the application.	Section 9 page 66

Concerns and Additional Questions	Reference

EXHIBIT E

II. Organizational Plan

The Organizational Plan should provide an understanding of how the school will be governed and managed. It should present a clear picture of the school’s governance and management priorities, what responsibilities various groups and people will have, and how those groups will relate to one another.

10. Governance

The Governance section should describe how the policy-making and oversight function of the school will be structured and operate.

Statutory Reference(s):

s. 1002.33(7)(a)15.; s. 1002.33(9)

Evaluation Criteria:

A response that meets the standard will present:

- A governing board that is legally structured, or has a plan to organize in conformity with the laws of Florida.
- A clear description of the governing board’s roles, powers, and duties that are consistent with overseeing the academic, organizational, and financial success of the school.
- Appropriate delineation between governance and school management roles.
- At least the core of the Governing Board is identified that has a wide range of knowledge and skills needed to oversee a charter school.
- A board structure (e.g. bylaws and policies concerning member selection, committees, meeting frequency) that supports sustainable and effective school governance.
- Evidence that applicant understands and intends to implement open meeting and records laws.
- Clear policy and plan for dealing with conflicts of interest.
- Appropriate and clear role for any advisory bodies or councils if included.
- An outline of a grievance process (or policy) that will simultaneously address parent or student concerns and preserve appropriate governance and management roles.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> • The application meets the standard for a legally structured governing board with appropriate delineation of governance and management roles, including the board structure, and a clear plan for conflicts of interest, and an appropriate grievance process. • The applicant has clear plans for school leadership, including directly reporting to the board. They also are able to describe the elements of the agreement they will secure with the city. 	<p>Section 10 pages 67-73</p>

EXHIBIT E

Concerns and Additional Questions	Reference
<ul style="list-style-type: none">Reviewers had questions regarding how employment with the City of Newberry would work, who would make HR decisions, how benefits would work, etc. The applicants provided satisfactory responses in the capacity interview.	

EXHIBIT E

11. Management and Staffing

The Management and Staffing section should describe how the day-to-day administration of the school's operations will be structured and fulfilled.

Statutory Reference(s):

s. 1002.33(7)(a)9.; s. 1002.33(7)(a)14.

Evaluation Criteria:

A response that meets the standard will present:

- An organizational chart or charts that clearly and appropriately delineate lines of authority and reporting.
- A management structure that includes clear delineation of roles and responsibilities for administering the day-to-day activities of the school.
- Identification of a highly-qualified school leader or a sound plan for the recruitment and selection of the school leader.
- A viable and adequate staffing plan.
- A sound plan for recruiting and retaining highly-qualified and appropriately-certified instructional staff.

Meet the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> ● The applicants provide a clear organizational chart and staffing plan with roles defined as well as a plan for holding the principal accountable. ● During the interview, applications were able to describe the critically important qualities they seek in a principal. ● Applicants provided a clear and direct response regarding the relationship with the city, employee benefits and how they will accrue to members of the school staff and how they would address concerns if they arise in the relationship with the city. 	<p>Section 11 page 73 - 78</p> <p>Budget</p>

Concerns and Additional Questions	Reference

EXHIBIT E

12. Human Resources and Employment

The Human Resources and Employment section should define the policies and procedures that frame the school’s relationship with its staff.

Statutory Reference(s):

s. 1002.33(7)(a)14.; s. 1002.33(12)

Evaluation Criteria:

A response that meets the standard will present:

- A clear explanation of the relationship between employees and the school.
- Description of the school leader and teacher evaluation plans, or outline of such plans, which align with the Student Success Act as defined by state law.
- A compensation and benefits plan or outline of such a plan that is aligned with Florida’s Student Success Act, and will attract and retain quality staff.
- Procedures that are likely to result in the hiring of highly-effective personnel.
- Policies and procedures that hold staff to high professional standards or a plan to develop such policies and procedures.
- An effective plan to address any leadership or staff turnover.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> ● The application includes a clear description of the relationship between employees, the city, and the school, as well as a compensation plan and benefits. There is also information regarding policies and procedures to hire and hold highly qualified staff to standards aligned with Florida’s Student Success Act and a plan to address leadership or staff turnover. ● Applicants were able to clearly discuss and explain how they would organize the agreement with the city so that school employees could have access to healthcare in state retirement systems. 	Section 12 page 77-82

Concerns and Additional Questions	Reference

EXHIBIT E

13. Professional Development

The Professional Development section should clearly describe the proposed expectations and opportunities for administrators, teachers, and other relevant personnel.

Statutory Reference(s):

NA

Evaluation Criteria:

A response that meets the standard will present:

- Professional development activities for administrators and instructional staff that align with the educational program and support continual professional growth as well as growth in responsibilities related to specific job descriptions.

Strengths	Reference
Professional development aligns with the educational program and addresses continuous growth.	

Concerns and Additional Questions	Reference

EXHIBIT E

14. Student Recruitment and Enrollment

The Student Recruitment and Enrollment section should describe how the school will attract and enroll its student body.

Statutory Reference(s):

s. 1002.33(7)(a)7.; s. 1002.33.(7)(a)8.; s. 1002.33(10)

Evaluation Criteria:

A response that meets the standard will present:

- A student recruitment plan that will enable the school to attract its targeted population.
- An enrollment and admissions process that is open, fair, and in accordance with applicable law.
- A plan and process that will likely result in the school meeting its enrollment projections.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none">• Recruitment plans are inclusive and aligned with the school’s mission.• Projections for student growth are realistic.	Section 14 pages 86-89

Concerns and Additional Questions	Reference

EXHIBIT E

15. Parent and Community Involvement

The Parent and Community Involvement section should provide a broad overview of the school’s plans to encourage and support parental and community involvement.

Statutory Reference(s):

NA

Evaluation Criteria:

A response that meets the standard will present:

- A general conception of how parents will be involved with the school that aligns with the school’s mission and provisions of the educational program. A detailed plan may be developed following approval.

Strengths	Reference
<ul style="list-style-type: none">• The application meets the standard for parent and community involvement, including the inclusion of a PTO, SAC, and a partnership with the City of Newberry. There is a strong sense of community evident.• High levels of community engagement evident in planning.	Section 15 page 89-91

Concerns and Additional Questions	Reference

EXHIBIT E

III. Business Plan

The Business Plan should provide an understanding of how the charter operators intend to manage the school’s finances. It should present a clear picture of the school’s financial viability including the soundness of revenue projections; expenditure requirements; and how well the school’s budget aligns with and supports effective implementation of the educational program.

16. Facilities

The Facilities section should provide an understanding of the school’s anticipated facilities needs and how the school plans to meet those needs.

Statutory Reference(s):

s. 1002.33(7)(a)13.; s. 1002.33(18)

Evaluation Criteria:

If a facility is acquired, reviewers will look for:

- Evidence that the proposed facility complies with all applicable laws, regulations, and policies and can be ready for the school’s opening OR a timeline to ensure the facility will be in compliance and ready by school’s opening.
- A facility that is appropriate and adequate for the school’s program and targeted population.
- Evidence that the school has the necessary resources to fund the facilities plan.
- A reasonable back-up plan should the proposed facility plan fall through.

If a facility is not yet acquired, reviewers will look for:

- A realistic sense of facility needs.
- A plan and timeline for securing a facility that is appropriate and adequate for the school’s program and targeted population.
- Reasonable projections of facility requirements.
- Evidence that the school has the necessary resources to fund the facilities plan.
- Adequate facilities budget based on demonstrated understanding of fair market costs.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> ● Existing facilities are already functional as a school, reducing startup needs. ● Plans for facility improvements, including portables, address long-term growth. ● Applicants discussed multiple facilities scenarios citing pivots that the board would consider, as well as budgetary considerations, at the capacity interview that satisfied reviewers. 	Section 16 pages 91-93

EXHIBIT E

Concerns and Additional Questions	Reference

EXHIBIT E

17. Transportation

The Transportation section should describe how the school will address these services for its student body.

Statutory Reference(s):

s. 1002.33(20)

Evaluation Criteria:

A response that meets the standard will present:

- An outline of a reasonable transportation plan that serves all eligible students and will not be a barrier to access for students residing within a reasonable distance of the school.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none">• The application includes a reasonable transportation plan.	Section 17

Concerns and Additional Questions	Reference
<ul style="list-style-type: none">• Reviewers had concerns that the applicant may have under estimated transportation expenses.	

EXHIBIT E

18. Food Service

The Food Service section should describe how the school will address these services for its student body.

Statutory Reference(s):

s. 1002.33(20)(a)1.

Evaluation Criteria:

A response that meets the standard will present:

- A food service plan that will serve all students and makes particular provisions for those students who may qualify for free or reduced price lunch.
- A food service plan that places an emphasis on quality, healthy foods.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> ● The application describes a food service plan that will serve all students and makes particular provisions for those who may qualify for free or reduced-price lunch. ● Applicants could discuss multiple scenarios for food service that included equipment variation and were well informed regarding compliance requirements. While the applicant indicated a desire for CEP participation in the narrative, the budget was not based on CEP participation, therefore the budget seemed appropriate and included a six month turnaroundCool time for qualifying to become an NSLP provider. 	<p>Section 18 page 93-94</p> <p>Budget</p>

Concerns and Additional Questions	Reference

EXHIBIT E

19. School Safety and Security

The School Safety and Security section should provide a description of the school’s plan to ensure the safety and security of its students and faculty.

Statutory Reference(s):

s. 1002.33(7)(a)11; s. 1002.33(16)(b)8, 12, and 14

Evaluation Criteria:

A response that meets the standard will present:

- A plan that reasonably ensures the safety of students and staff and the protection of the school facility and property. Note that a fully-developed plan will be completed after approval of the application.
- A description of how the school plans to comply with the requirement that at least one safe-school officer is present while school is in session.
- Procedures that clearly demonstrate a plan to respond to active assailant incidents.
- A description of how the school plans to train school staff to respond to active assailant incidents.
- A description of how the school will establish a team to coordinate resources, assess and intervene with students whose behavior may pose a threat to the safety of the school, school staff or students.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> ● The application includes a plan that meets the requirements of Florida Laws pertaining to the health, safety, and welfare of students. It also contains information that the school will implement appropriate plans for Active Assailants, emergency alerts, and Threat Management with plans for staff training. The school will use existing practices that comply with statute. ● Commitment to safety includes security personnel and partnerships with local law enforcement. ● Compliance with state safety regulations is evident. 	<p>Section 19</p> <p>pages 94-98</p>

Concerns and Additional Questions	Reference

EXHIBIT E

20. Budget

The Budget section should provide financial projections for the school over the term of its charter.

Statutory Reference(s):

s. 1002.33(6)(a)5.; s. 1002.33(6)(b)2.

Evaluation Criteria:

A response that meets the standard will present:

- Budgetary projections that are consistent with and support all key aspects of the application, including the school’s mission, educational program, staffing plan, and facility.
- A realistic assessment of projected sources of revenue and expenses that ensure the financial viability of the school.
- A sound plan to adjust the budget should revenues not materialize as planned.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> ● Budget aligns with the school’s mission and operational needs, including staffing, transportation, and facilities. ● Realistic approach to revenue projections based on enrollment. ● The applicant group addressed any budgetary questions the review team asked with regard to facilities, transportation, professional development, instructional program, human resources, food service, and other areas as noted earlier in a manner that reviewers found met the standard and would allow the school to operate in a fiscally sound manner. In addition, the school has surrounded themselves with a team of highly capable and experienced professionals to provide guidance and direction to the school on things like budgetary decisions. 	<p>Section 20</p> <p>pages 98-99</p> <p>Attachments X, Y, Z</p>

Concerns and Additional Questions	Reference

EXHIBIT E

21. Financial Management and Oversight

The Financial Management and Oversight section should describe how the school’s finances will be managed and who will be responsible for the protection of student and financial records.

Statutory Reference(s):

s. 1002.33(6)(a)5.; s. 1002.33(7)(a)9.; s. 1002.33(7)(a)11.

Evaluation Criteria:

A response that meets the standard will present:

- A clear description of how the school’s finances will be managed, including who (or what contracted entity) will manage the finances. Such plan should contain strong internal controls to ensure appropriate fiscal management and ability to comply with all financial reporting requirements.
- A plan for the governing board to regularly exercise oversight over and take accountability for all financial operations of the school.
- Provisions for an annual financial audit.
- Appropriate public transparency of school financial health.
- Appropriate plan to securely store financial records.
- A plan to obtain appropriate and reasonable insurance coverage.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> ● The application states the school will use School Financial Services (SFS) for funding management. The plan contains internal controls and demonstrates the school’s ability to comply with financial reporting requirements. The applicant plans to use a back-office third party (SFS) which uses Denali Fund Accounting software. ● Governing board oversight roles are clearly outlined. ● The application provides a clear description of how the school’s finances will be managed and includes strong internal controls. ● Applicants addressed governing board oversight responsibilities. 	Section 21 pages 100-103

Concerns and Additional Questions	Reference

EXHIBIT E

22. Start-Up Plan

The Start-Up Plan should provide a clear roadmap of the steps and strategies that will be employed to prepare the school to be ready to serve its students well on the first day of operation.

Statutory Reference(s):

s. 1002.33(7)(a)16.

Evaluation Criteria:

A response that meets the standard will present an action plan that:

- Provides a thoughtful and realistic implementation plan that covers major operational items and provides flexibility for addressing unanticipated events.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none">• Comprehensive timeline includes pre-opening milestones for staffing, facilities, and training.• Focus on staff training and readiness aligns with the overall mission.	Page 104

Concerns and Additional Questions	Reference
The applicants provided little detail in their action plan	

EXHIBIT E

Addendum

Addendum A: Replications

The Replications section should identify the school to be replicated and provide evidence that the model has been successful in raising student achievement, while also describing the capacity of the organization to operate an additional school.

Statutory Reference(s):

s. 1002.33(6)

Evaluation Criteria:

A response that meets the standard will present an action plan that:

- Evidence that school or model to be replicated demonstrates academic, organizational, and financial success.
- A clear, compelling vision for what is being replicated in terms of essential components of the educational program.
- A convincing rationale for how the school or model to be replicated will successfully serve the proposed target student population.
- A strong justification for changing key components of the original school or model in the proposed school. Such justification should include why the changes will better suit the targeted student population and whether the model is still similar enough to the existing model that comparable successful outcomes are likely.
- Evidence that the applicant group has a sound plan for developing the capacity to replicate an existing school including adequate financial and human resources.
- If applicable, evidence of successful past replications or lessons learned from unsuccessful attempts at replication that will increase the probability that this replication will be successful.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference

Concerns and Additional Questions	Reference

EXHIBIT E

Addendum A1: High-Performing Replications

The High-Performing Replications section should identify the school to be replicated and provide evidence that the proposed school meets the statutory requirements of being a substantially similar model of a school that has been designated as a High-Performing Charter School and is being established and operated by an organization or individuals that were significantly involved in the operation of the school being replicated.

Statutory Reference(s):

s. 1002.331

Evaluation Criteria:

A response that meets the standard will present an action plan that:

- Evidence that the applicant’s school and the school to be replicated (if different) are designated by the Commissioner of Education as a High-Performing Charter School.
- Evidence that the proposed school will be substantially similar to the high-performing school that is being replicated. Reviewers should base this determination on the response to this question as well applicant’s proposed educational, organization, and business plans as described throughout the application.
- Evidence that the organization or individuals involved in the establishment and operation of the proposed school are significantly involved in the operation of the high-performing school that is being replicated.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference

Concerns and Additional Questions	Reference

EXHIBIT E

Addendum B: Education Service Providers

The ESP section should provide a rationale for contracting with the ESP, evidence of ESP success in operating high-quality charter schools, the capacity of the ESP to successfully operate this school, and evidence that the governing board and ESP are able to operate free from conflicts of interest.

Statutory Reference(s):

s. 1002.33(6)(a)

Evaluation Criteria:

A response that meets the standard will present an action plan that:

- A clear explanation of the reasons for contracting with an education service provider and how and why the ESP was selected and a description of the due diligence employed to assess the capacity of the ESP.
- Sufficient evidence of the ESP’s previous academic, organizational, and financial success and capacity for future success that make it more likely than not that it will be successful with the proposed school.
- Evidence of the ESP’s organizational capacity to manage an additional school or schools as determined by its growth plan.
- A comprehensive list (Form IEPC-MIA) of all schools affiliated with the ESP and ensuing performance data used to support the selection of the ESP (past and current).
- Evidence of success working with similar populations to the target population. If there are deficiencies or lack of experience working with the target populations, then reviewers will look for a sufficient explanation of programmatic adjustments that will be made to ensure success with any new school(s).
- A clear delineation of the roles and responsibilities and decision-making authority of the school’s governing board and the ESP, structured to ensure a clearly defined arm’s-length, performance-based relationship that is free from conflicts of interest. This includes evidence that the school’s governing board has a clear plan for holding the ESP accountable for negotiated performance.
- A clear delineation of the term of the management agreement, the conditions, grounds and procedures by which the agreement may be renewed and terminated, and a plan for continued operation of the school in the event of termination.
- A draft of the proposed contract with all key terms included.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference

Concerns and Additional Questions	Reference

EXHIBIT E

Applicant History Worksheets (Form IEPC-M1A)

The Applicant History Worksheets should provide information regarding the track record of the applicant, the applicant’s governing board, and if applicable, the applicant’s ESP with regard to the operation of other charter schools. The sponsor should review the entire portfolio of charter schools of the foregoing entities when evaluating performance. The academic and financial performance of the portfolio should be considered in the decision to approve or deny the application.

Statutory Reference(s):

s. 1002.33(6)(a)

Evaluation Criteria:

A sponsor should review the portfolio of schools operated by the applicant group, governing board, or ESP to determine if the academic and financial performance demonstrates the capacity to operate a high-quality charter school.

Strengths	Reference

Concerns and Additional Questions	Reference

EXHIBIT F

BOARD MEMBERS

Tina Certain
Thomas Vu
Sarah Rockwell, Ph.D.
Leannetta McNealy, Ph.D.



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SUPERINTENDENT OF SCHOOLS

Dr. Kamela Patton, Superintendent

Mission Statement: We are committed to the success of every student!

VIA ELECTRONIC MAIL

Florida Institute for Charter School Innovation at Miami-Dade College
c/o Susie Carello, Executive Director of Florida Charter Institute
susiemc@flcharterinstitute.org
cfuller@flcharterinstitute.org
info@flcsrc.org

**Re: District School Board Input on Newberry Community School, Inc.'s
Conversion Charter School Application**

Dear Executive Director Carello:

On November 26, 2024, Newberry Community School, Inc. submitted an application seeking to convert an already existing public school to charter status in accordance with Section 1002.33(3) (b), Florida Statutes. The School Board of Alachua County, Florida ("School Board") hereby submits its input to the Florida Charter Institute on that conversion charter school application in accordance with Section 1002.3301, Florida Statutes. Attached hereto you will find the Rule 6A-6.0792, F.A.C., Form IEPC-INP, with the school district's input, which, for convenience and transparency purposes, follows the charter school application evaluation process set forth in the Florida Charter School Application Evaluation Instrument Form IEPC-M2.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Kamela Patton". The signature is written in a cursive style and is positioned above a horizontal line.

Dr. Kamela Patton
Superintendent

cc:

The School Board of Alachua County, Florida
Dr. Catherine G. Atria, Deputy Superintendent
David M. Delaney, Esquire, School Board Attorney
William A. Spillias, General Counsel

Enc.

EXHIBIT F

Charter School Review Commission
Standard Form for District School Board Input

Pursuant to Section 1002.3301, F.S., the Charter School Review Commission is created within the Florida Department of Education to review and approve applications for charter schools overseen by district school boards. If an applicant submits an application for a charter school to the Commission for review, the applicant must also provide a copy of the application to the school district in which the proposed charter school will be located. Within 30 calendar days after receiving a copy of the application, the school district may provide input to the Commission using this standard form. The Commission must consider such input in reviewing the application.

School districts can use the fields below to provide comments on an application before the Commission. Any comments should be referenced against specific sections within the application, and page numbers should be identified. Return the form using the instructions found on www.floridaschoolchoice.org.

Section Number	Page Number	Comments
N/A	See December 16, 2024 Letter Attached as Attachment "A"	<p>On December 16, 2024, in a letter to the Charter School Review Commission ("CSRC"), Sniffen & Spellman, P.A., the Firm representing The School Board of Alachua County, Florida, identified a threshold issue relating to the application submitted on November 26, 2024. A copy of that letter is attached hereto as Attachment "A." In sum, based on the then-current language in the Ballot Rule, both parties agreed upon and circulated to the public the voting standards in advance, which required 23 "yes" votes from teachers in order for the conversion vote to pass. On April 17, 2024, based on the vote conducted by the agreed-upon independent auditor (a neutral third party), the School District determined, in accordance with Rule 6A-6.0787, F.A.C., that the conversion vote failed. Neither the vote nor the School District determination have been formally challenged, through a declaratory action, mandamus, or any other sort of action. Accordingly, it is final and binding on the Applicant and cannot now be circumvented by filing a conversion charter school application – thereby ignoring that determination. If the Applicant wishes to challenge the vote determination made by the School District, filing an application with the CSRC is not the appropriate forum to do so. <u>In fact, because the vote failed, the Applicant is prohibited from filing the charter application under Rule 6A-6.0787(3)(e), F.A.C.</u> Considering the above information, the CSRC should reject the November 26, 2024, conversion charter school application filed by Newberry Community School, Inc., without review, because it fails to meet the threshold requirement for a conversion charter school application.</p> <p>To the extent that the CSRC determines to move forward with the review of the application, even though the vote by the teachers did not pass, the school district submits the following input.</p> <p><i>*Note that the input contained on this Form IEPC-INP follows the analysis process set forth in the Florida Charter School Application Evaluation Instrument Form IEPC-M2. Each section presents criteria for a response that meets the standard, with the criteria guiding the overall rating for the section. The rationale for each rating is important, especially if some of the data does not fit neatly into the criteria contained in Form IEPC-M2.</i></p>
2	2 – 4 D Enrollment Projections	<p>Educational Plan: Target Population and Student Body (Partially Meets the Standard)</p> <p>The Applicant states its intent to "recruit a diverse group of students and achieve a racial/ethnic balance reflective of the community it serves." Additionally, the Applicant states "the desired</p>

Rule 6A-6.0792, F.A.C.
Form IEPC-INP
Effective November 2023

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		<p>attendance zone for the charter school will be the urban services boundary for the city of Newberry, which includes a radius of approximately three miles from the center of the city.” The desired zone within the proposal is a more narrowed zone because the current zone serves students up to an 8-mile radius from the center of the city. Thus, the proposed diversity of the student body will not be as diverse as it is currently. Additionally, there is no diversity on the Governing Board. The proposed Governing Board does not reflect the student population although “diversity” is mentioned thirty-one (31) times in the application.</p> <p>When the Applicant negotiates the request with the school district to establish the attendance zone for the school, the proposed attendance zoning will eliminate numerous students from being able to attend the community school they have attended for years. In the application, the city of Bronson and out-of-county schools are mentioned. Newberry is on the west side of Alachua County, bordering Trenton, Bronson, and several small communities in other counties (Gilchrest, Levy, and Columbia Counties).</p> <p>A STEAM curriculum is mentioned 131 times in the application as a critical recruitment, retention, curriculum, and opportunity to have students excel and thrive. There is limited STEAM experience or background on the Governing Board. Limited teachers have training in this instructional style. This is a critical element to the application that is unclear how training, implementation, leadership, and resources will be acquired.</p>
2	5 E Student Enrollment	<p>The projected enrollment in five (5) years will exceed the building's capacity. Currently, the school has 694 students, including Pre-K, with no underutilized classroom spaces. By year five (5), enrollment is expected to rise to 946 students, representing an additional 252 students. The plan mentions adding five (5) portable classrooms, but calculations suggest that at least twelve (12) to thirteen (13) portables are needed to accommodate the extra students, assuming an average class size of eighteen to twenty-two (18-22) students per class. This estimate does not account for the need for additional specialized classrooms (e.g., PE, music, art, and computer labs), which would require further expansion.</p> <p>Schools in the school district with 946 students typically have multiple teachers for specials, such as two (2) PE teachers, two (2) music teachers, two (2) art teachers, and one (1) computer lab or media teacher, to maintain manageable class sizes. This brings the total number of portables required to at least fourteen (14) or fifteen (15). However, the budget submitted with the application currently does not project the costs for additional physical space, staff, and/or the required infrastructure, and the existing common areas, like the cafeteria, do not have the capacity to accommodate the increased student population.</p>
3	6 – 17 Educational Program	<p>Educational Plan: Educational Program Design (Partially Meets the Standard)</p> <p>Many curricular programs are referenced in the application – CHAMPS; Leader in Me; STEAM; 5E; Science of Reading; Character Education; and STOIC. However, there is not a clear plan of implementation that would facilitate the success of any program.</p> <p>The application states that the Applicant will implement the CHAMPS program. The cost of training the teachers is not listed in the budget submitted with the application.</p> <p>There is a large cost associated with implementing the Leader in Me program. The cost of the program appears to not be included in the budget submitted with the application.</p> <p>The application states student assessment data is an important component of the Applicant's educational model, but there is no reference to the proposed data system to be used nor how any such program will be funded.</p>

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<p>3</p>	<p>Attachment B 109 – 111 Sample Daily Schedule and Annual Calendar</p> <p>82-86 Professional Learning</p>	<p>The term “Half Day” is used in a description of the school calendar in the application. However, there is no explanation as to how a “Half Day” is calculated regarding instructional contact minutes and FTE hours. Instructional hours must be calculated to the exact minute. The minutes shown do not account for “Half Days.”</p> <p>The report cards/interim reports are shown in the application, but grading periods to determine those windows are not given. Grading windows/terms determine when report cards/interim reports are issued. These need to be identified.</p> <p>What course(s) will be offered during the thirty (30) minutes of "inter time" indicated from 2:45-3:15 on the sample schedule? This is required to be an official FTE-generating course. This schedule should show course codes and not course names. If the course is not an FTE-generating course, it impacts instructional hours/daily minutes.</p> <p>The list of Primary Instructional Strategies in Attachment B (that teachers would need to be familiar with and trained in) does not match the list of Professional Learning offerings and opportunities found on Pages 82-86.</p>
<p>4</p>	<p>19 – 20 Differentiated Math Instruction</p>	<p>Educational Plan: Curriculum Plan (Partially Meets the Standard)</p> <p>In the application, both IXL Math and Waggle are mentioned as technology support for math. It is not evident which will be used to support Tier 1, Tier 2, and Tier 3 students with math support.</p>
<p>4</p>	<p>23 – 40 Multi-Tiered System of Supports</p>	<p>On page 25 of the application, a Student Success Team (“SST”), dedicated to the Multi-Tiered System of Supports (“MTSS”), is referenced as a team that will meet regularly to review student progress and adjust interventions as necessary. However, on page 49 in the Exceptional Students section, a Problem-Solving Team (“PST”) is defined as a team that will convene regularly to analyze student progress, the interventions attempted, and the results of the interventions. It is unclear how the support is different for the two (2) teams.</p> <p>Newberry Elementary School showed academic growth in the 2023-2024 school year, earning an "A" grade, which represents an improvement over previous years. Historically, the School has performed at or below school district averages, with the following grades:</p> <ul style="list-style-type: none"> • 2023-2024: A • 2022-2023: C • 2021-2022: B • 2019-2020: C • 2018-2019: C <p>However, for the 2024-2025 school year, Newberry Elementary School has experienced a fifty percent (50%) turnover in faculty and a complete change in administration, all of which were made at the request of the employees. It is uncertain how these significant staffing changes will impact the Applicant's future performance and grades.</p>
<p>4</p>	<p>Attachment D 114 Reading Plan</p>	<p>The application for curriculum support for intervention students is vague in several areas. It is unclear whether Tier 2 or Tier 3 students will receive interventions, and if so, which specific curriculum or instructional time the students will miss in order to receive these interventions.</p> <p>The application mentions interventions for Tier 2 students, but it is not specified whether these interventions are in addition to the 120 minutes of reading instruction or if the Applicant will focus on additional reading interventions.</p> <p>UFli foundational skills for proficient reading are mentioned as part of Tier 2 interventions, but it is unclear how these fit into the Applicant's overall reading instruction plan.</p>

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		<p>Additionally, the school includes five (5) additional core classes: Technology, Engineering, Arts, Music, and PE. There is concern about whether Media will be part of the class rotation or scheduled at another time, as it should not conflict with the reading block. The application does not clarify when Media time will occur or if it will be included in the core class rotation.</p>
4	37 Arts	<p>The application indicates that Newberry Community School students will receive 45 minutes of music each week and will get the opportunity to participate in music instruction, including both vocal and instrumental formats. Funding for musical instruments does not appear to be in the budget submitted with the application.</p> <p>Newberry Elementary School is currently funded for two (2) full-time music teachers for 648 students. In the Applicant's budget, submitted with the application, there is funding for only one (1) Music teacher. There is concern about class sizes with the limited staff and the projected increase in the number of students. As a STEAM school, this seems to be antithetical.</p>
4	19 – 30 Differentiated Instruction	<p>Differentiated instruction is described in the application as offering multiple tasks or scaffolding within lessons to support students' diverse needs and help them demonstrate progress or mastery toward the intended outcomes. However, the use of Reading Buddies as a differentiated instructional strategy raises several concerns. These include:</p> <ul style="list-style-type: none"> • Inconsistent pairings of students, leading to ineffective collaboration. • Over-reliance on peer support, which may not address individual learning needs. • Limited teacher progress monitoring, making it difficult to assess or adjust instruction for students. • Mismatch of student skills, where more advanced students may struggle to support peers effectively, or struggling students may not receive the help they need. • Lack of individualized attention for students who need more focused support, especially those struggling with reading. • Lack of emphasis on comprehension, as the strategy may focus more on pairing students without directly targeting comprehension skills. <p>These issues suggest that while Reading Buddies may be beneficial in some contexts, it may not be the most effective strategy for addressing the varied needs of all students.</p> <p>The section in the application discussing students performing below grade level is unclear about the scaffolding offered within Tier 1 core instruction. It overly relies on technology for remediation instead of focusing on explicit, direct instruction to support students significantly behind grade-level expectations.</p> <p>It is unclear when, in the master schedule, there is time for supporting MTSS interventions.</p> <p>In the application, curriculum resources are not identified for instruction. Will the STEAM instructional model support the curriculum when selected? How and when will teachers and other members of the staff be trained? The timeline is very tight and does not appear to allow flexibility for additional training, if needed. New teachers would not be trained on the new curriculum until pre-planning.</p> <p>The application does not contain any curriculum for K-1 students.</p> <p>The New Worlds Tutoring Program is a Florida-based initiative that provides funding for part-time tutoring in reading and math to K-5 students who are struggling in these areas. However, it is important to note that this is not a program directly offered by schools or funded by them. Instead, it is a scholarship program where parents must apply for their child to participate. Families are provided with an Education Savings Account to pay for tutoring services, which</p>

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		are designed to improve academic skills in literacy and math. The program focuses on early intervention through tutoring and supplemental learning materials, offering additional support outside of regular school instruction.
5	43 F Promotion and Graduation Criteria	<p>Educational Plan: Student Performance, Assessment and Evaluation (Does Not Meet the Standard)</p> <p>As written in the application, parents of students with disabilities with reading deficiencies will be notified during Individual Educational Plan (“IEP”) meetings regarding promotion and graduation criteria. Parents of general education students with identified reading deficiencies will be apprised at least monthly of the student’s progress. Parents of students with disabilities should receive the same frequency of notification as general education students.</p>
5	9 Data-driven Analysis	The application states that student assessment data is an important component of the Applicant’s educational model, yet no specific data system is referenced nor is there is there a corresponding budget item submitted with the application.
6	48 – 54; 93 Exceptional Students	<p>Educational Plan: Exceptional Students (Does Not Meet the Standard)</p> <p>The enrollment projections in the application, which are used to establish the budget, include an enrollment of thirty-six (36) ESE PreK students. Newberry Elementary School is a cluster site for ESE PreK classes. Eliminating the ESE PreK students zoned to schools outside of the current Newberry Elementary School zone would reduce the number to eighteen (18) students for Year 1, unless the parents apply to attend the charter.</p> <p>The application states that services on the Individual Educational Plan (“IEP”) are not available at the school, an IEP meeting will be convened and the IEP from the sending school may be revised. The Applicant should be prepared to implement the IEP as written or should not enroll the student at Newberry Community School.</p> <p>Currently, the placement options for students with disabilities at Newberry Elementary School include 93.68% in regular class, 1.05% in resource, and 5.26% in special class. While schools are not required to provide the full continuum of services, a one-size-fits-all continuum of services that excludes some ESE students, could be considered an example of subtle discrimination. The proposed available continuum of services at Newberry Community School would eliminate the 5.26% of students currently attending Newberry Elementary School who are zoned for the school. The student’s IEP should determine whether or not the student has needs that cannot be adequately met at the Applicant’s charter school and not any revisions by an IEP team that does not have firsthand knowledge of the student’s strengths and concerns, current levels of educational performance, and priority educational need.</p> <p>The application states that the Applicant will contract with the school district for qualified individuals to provide related services. Currently, the school district contracts with three (3) outside vendors to deliver speech and language services and occupational therapy. The school district will not be able to provide contracted services to the Applicant due to shortages in related services personnel. Other related services not mentioned in the application that are currently provided to students enrolled at Newberry Elementary School include specialized transportation, audiological services, interpretive services, assistive technology, physical therapy, vision services, and nursing services. These related services are not included in the projected budget submitted with the application. Every charter school in the school district has its own vendor they use to contract for those services.</p> <p>The number of ESE students in the budget line for Year 1 does not match the projected number of ESE students - on page 48 - Section 6 - K-5 ESE is ninety-nine (99). On the budget, submitted</p>

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		<p>with the application, the Applicant lists 145 ESE K-3 students and thirty-three (33) ESE 4-5 students. That puts the Applicant's total of K-5 ESE from the budget to 178 students.</p> <p>The proposed Exceptional Student Education ("ESE") staffing will not provide adequate services for the projected number of students with disabilities. Currently, Newberry Elementary School is allocated 3.5 ESE teachers, 1.4 speech/language therapists, 0.80 teacher of gifted, 0.40 occupational therapists, and 2.0 ESE Pre-K for the number of students currently projected in the application. The ESE teachers providing support facilitation, co-teach, and resources are allocated at a 1:18 ratio and not at a 1:40 ratio. Eliminating 1.5 ESE teachers will mean that the students with disabilities will not receive the services currently on their Individual Educational Plans ("IEPs"). The minimum number of ESE teachers needed for the projected number of students is a minimum of 3.5 teachers. Reducing the number of teachers will significantly reduce the amount of specially designed instruction for each student with an IEP. A ratio of 1:40 may work at a secondary school for a support facilitation or co-teach model given the master schedule at the secondary level. At the elementary level, however, where there is a 90-minute uninterrupted reading block and 6 grade levels, the ratio needed is 1-18. The proposed ESE staffing levels in the application greatly reduces services to students.</p> <p>The application does not provide information regarding specialized transportation. Currently, twelve (12) students attending Newberry Elementary School receive specialized transportation, in accordance with their IEPs. The five (5) criteria for specialized transportation services include an aide or monitor required due to the disability and medical condition that requires a special transportation environment. While the application states that busing services will be provided for any students with disabilities whose IEP requires the provision of transportation services, the projected budget, submitted with the application, does not include aides or monitors for the buses.</p>
7	58 English Language Learners	<p>Educational Plan: English Language Learners (Does Not Meet the Standard)</p> <p>In the application, there is the intention to provide interpretation and translation services for English Language Learners. However, there is no mention of Language Line or a similar resource in the budget submitted with the application.</p>
7	56 – 60 English Language Learners	<p>In the application, it is unclear how the full-time English Language Learner coordinator will serve students during the instructional day.</p>
8	61 – 62; 278 School Culture	<p>Educational Plan: School Culture and Discipline (Partially Meets the Standard)</p> <p>The Leader In Me program is listed as a pillar of the school culture program in the application. The Leader In Me program has an operating cost of between \$24,000.00-\$30,000.00. This cost is not referenced in the budget submitted with the application.</p>
8	65 School Discipline	<p>The application states that certain offenses can lead to a student being removed and placed in an interim alternative educational setting for up to forty-five (45) days. The application does not provide additional information regarding what interim alternative educational setting the Applicant will provide for such offenses, nor is there any reference to responsible personnel for the interim alternate setting. There are no associated costs in the budget submitted with the application.</p>
10	137 Amendment J Bylaws	<p>Organizational Plan: Governance (Meets the Standard)</p> <p>The application contains a generic reference to the effect that special and emergency meetings "shall be held upon not less than two business days' notice given personally or by telephone facsimile, or electronic." "Notice given personally" is undefined and the inclusion of the word</p>

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		“or” between the options could lead to deficient notice. At a minimum, notice should be required to be provided electronically and/or on the website.
11	73 – 78 Management and Staffing	Organizational Plan: Management and Staffing (Partially Meets the Standard) The application does not contain clear information with respect to drug testing of staff. This is required if Federal Funds are received.
11	76 D Projected Staffing Plan	Table 11.1 Projected Staffing Plan, found on page 76 of the application, shows two (2) ESE teachers for the projected ninety-nine (99) ESE students. This allocation is not adequate unless the specially designed instruction is on the student's Individual Educational Plans (“IEP”). Currently, 3.5 ESE teachers are allocated to serve the number of identified students. The projected staffing plan does not include related services personnel, with which the Applicant may contract or may direct hire.
11	77 E; 78; 73 P Recruitment, Selection, and Development of Staff; Human Resources and Employment	<p>The application indicates that the Applicant “is partnering with the City of Newberry in employing the charter school’s personnel to allow these employees to have access to the City’s various benefit plans and for purposes of payroll administration.” According to the application, teachers and staff will become employees of the City of Newberry and they will “be public employees, eligible for participation in the Florida Retirement System” (“FRS”).</p> <p>However, the application also states that "The City will not have any direct role in the governance of the school. NCS will be operated by Newberry Community School, Inc., which is a completely independent nonprofit corporation. NCS will be independently operated. All policies and budgets of the charter school will be adopted by solely the Board."</p> <p>Further, there are questions as to how employees of the Applicant can be eligible for participation in the FRS if they are also employees of a nonprofit corporation which is not a state of Florida employer.</p> <p>Finally, it is unclear in the employee handbook how disciplinary processes will address employee issues.</p>
12	78 – 81 Human Resources and Employment; 211-263 Attachment R	Organizational Plan: Human Resources and Employment (Partially Meets the Standard) Clarification between “at-will” employment and Annual Contract seems unclear in the application. Section 12 A of the application states that “The employee handbook will provide all terms and conditions of employment.” However, Section 1, page 2, of the Sample Employee Handbook states: "Nothing in this handbook is intended to create or imply any contract rights."
12	147-152 Amendment R Sample Employee Handbook	<p>"Our management team" is referenced in the application, specifically in Section 1-2 of the Sample Employee Handbook (page 2), but it is unclear who comprises the management team.</p> <p>The Applicant indicates complaints will be directed to a “higher-level manager” and investigated, but such personnel is undefined.</p> <p>There is a lack of clarity in roles and responsibilities and these positions are not mentioned in other sections or personnel allocations.</p>
13	92; 147-152 Amendment K Professional Development	Organizational Plan: Professional Development (Does Not Meet the Standard) The Applicant has not identified space for the STEAM Enrichment classroom. Though the application indicates that staff meetings and school events are to be planned for

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		the Dining/Multi-Purpose room. This space is designed for 471 students. It is unclear if there is a plan for the expansion to the projected 946 students.
13	283- Attachment X Proposed Operating Budget (Budget Services Tab Professional Development)	<p>The budget submitted with the application allocates \$60,000 for Professional Learning, but this amount may not be sufficient to cover the full cost of the programs listed in the application. The funds are designated for training teachers, administrators, and some Educational Support Paraprofessionals, but not all paraprofessionals are included.</p> <p>Additionally, \$0 has been allocated for substitutes in the Professional Learning section, raising concerns about the costs of hiring substitutes to cover teachers attending training during the school day, which is not accounted for in the budget submitted with the application.</p> <p>There is also concern that the \$5,000 travel budget submitted with the application for training and bringing in trainers may be too low and may need to be increased to adequately cover these expenses.</p>
14	86 A Student Recruitment and Enrollment	<p>Organizational Plan: Student Recruitment and Enrollment (Partially Meets the Standard)</p> <p>After reviewing the application, concerns remain about whether students currently zoned for and attending Newberry Elementary School will be able to continue there in the future due to potential changes in the Applicant's plans. If the School Board implements rezoning every three (3) years, students currently attending could be reassigned to different schools in the future.</p> <p>Currently, the city limits of Newberry fall within the zones for both Newberry Elementary School and Archer Community School. However, it is unclear whether families living within the city limits have been included in the enrollment projections for the Applicant's charter school, which could affect future planning.</p> <p>Additionally, it is noted that 5th grade students will return to the Applicant's charter school, which would reduce the number of students at Newberry Elementary School due to the increasing growth in the current school zone. To accommodate the 5th-grade students, some students currently in grades K- 4 at Newberry Elementary School may need to be reassigned to other schools, as additional student stations at the Applicant's charter school would be required.</p>
14	88 – 89 Student Recruitment and Enrollment; 265 – 266 Attachment S Enrollment Application	<p>The "Enrollment Application," submitted with the application as Attachment S, is a bit confusing. It consists of only two (2) pages and raises concerns of whether this "Enrollment Application" is to be considered the full enrollment packet. As submitted, the "Enrollment Application" does not include all of the state-required elements for enrollment and cannot constitute the actual full enrollment process.</p> <p>Questions remaining include: What is the true enrollment process? Are there additional forms? Is the Applicant planning to use Skyward New Student Online Enrollment for enrollment purposes? There is no reference to that process, except for on page 88-89 where it mentions that "Students that are selected will be notified in writing and given the opportunity to submit an enrollment packet to formally enroll at the charter school."</p>
16	3,91,98 Facilities	<p>Business Plan: Facilities (Does Not Meet the Standard)</p> <p>Enrollment projections for Newberry Elementary School show an increase from 658 to 928 students over the next five (5) years. However, the school's permanent capacity is only 471 students, and its core facilities (such as food service, media center, administrative, and student support spaces) are already insufficient to support the current enrollment of 657 students, let alone the projected increase.</p>

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		<p>The Applicant's plan to add additional portables to increase classroom space is mentioned in the application, but there are concerns about the lack of space and infrastructure to accommodate these portables. Moreover, there is no clear plan or funding for necessary capital improvements to address these deficiencies in the budget submitted with the application. The insufficiency of core facilities, combined with inadequate space for portables, highlights the challenges in managing future enrollment growth.</p> <p>Additionally, there is no alternative facility proposed for the Applicant's use in case Newberry Elementary School becomes unable to accommodate the Applicant's charter school. Any buildings or campuses used for charter school purposes must comply with the Florida Building Code, Florida Fire Prevention Code, and State Requirements for Educational Facilities ("SREF"), which adds another layer of complexity to planning.</p>
16	91 Facilities	<p>It is unclear how the maintenance costs outlined in the plan submitted in the application, ranging from \$75,547 in the first year and increasing to \$81,133 in the fifth year, were determined.</p> <p>The school district's maintenance costs for Newberry Elementary School for the past five (5) fiscal years averaged \$121,500 per year and continue to increase. The maintenance expenses to date for Newberry Elementary School for this 2024-2025 fiscal year are \$70,821.83 (07/01/2024 – 12/04/2024). There are seven (7) months remaining in this fiscal year and this cost is expected to double, at a minimum. It is unclear how the maintenance cost of \$75,547 per year was determined by the Applicant.</p>
17	93 – 94 Transportation Service	<p>Business Plan: Transportation Service (Does Not Meet the Standard)</p> <p>Bus purchases take over a year for new buses and must meet Florida-specific criteria. There is no allocation in the application or in the budget submitted with the application for a special needs bus with a lift.</p> <p>The application indicates that there will be one (1) additional bus for "backup purposes." One (1) spare bus is insufficient, even new buses break down. Buses must be inspected by a certified inspector.</p> <p>It is unclear who will train the bus drivers. The application does not reference how much or what type of training will be given to the bus drivers and attendants.</p> <p>It is a requirement to have a State of Florida certified trainer with a separate tester. The Applicant does not allocate funds for the certified trainer in the budget submitted with the application. The Applicant must be very familiar with the state requirements. There is also no mention of dexterity testing in the application.</p> <p>The Applicant will need to pay a vendor for DOT physicals and drug testing. This funding was not included in the budget submitted with the application.</p> <p>The Applicant states that it will employ drivers for four (4) hours a day; this will be very difficult. There is insufficient budget for bus drivers at \$14,800/year at a rate of four (4) hours per day. Drivers will need to work both the morning and afternoon shift.</p> <p>The bus purchase allocation in the budget submitted with the application is lower than the current cost of a bus. In addition, the repair allocation is lower than the average cost, depending on whether the buses are new or used.</p> <p>The application does not provide information regarding specialized transportation. Currently, twelve (12) students attending Newberry Elementary School receive specialized transportation, in accordance with their IEPs. The criteria for specialized transportation services include an</p>

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		<p>aide or monitor required due to the disability and medical condition that requires a special transportation environment. While the application states that busing services will be provided for any students with disabilities whose IEP requires the provision of transportation services, the projected budget submitted with the application does not include aides or monitors for the buses. Special needs bus aide allocations were not mentioned or budgeted.</p> <p>The state walk zone for funding is two (2) miles or more, with no funding for less than two (2) miles. The radius is larger than the five (5) miles for students zoned to Newberry Elementary School currently. The application states that all students residing within a one-to-five-mile radius of the campus will be provided transportation. This is not funded by the state of Florida; i.e. there is no reimbursement for riders within the 2-mile walk zone unless hazardous walking conditions meet the state criteria. This gap in funding reimbursement is not included in the budget submitted with the application.</p> <p>As it relates to the inspection of school buses, the school district is the only certified agent that can perform these inspections in the area. The Applicant will need to budget for the payment of such services. The current rate is \$60 per hour and the standard inspection time is two (2) hours for a total of \$120 per inspection. The budget needs to account for labor rates to rise over time.</p> <p>Bus inspections must occur every thirty (30) days (the school district inspects every twenty-eight (28) days). The Applicant will need to have more than one (1) bus as a spare in order to accomplish the required inspections. Not having more than one (1) spare bus could cause major transportation issues, as there are no reserve buses when a maintenance issue arises.</p>
18	93 – 94 Food Service; 281 Attachment X Proposed Operating Budget	<p>Business Plan: Food Service (Does Not Meet the Standard)</p> <p>The Applicant states that it intends to run its own food service program and remain a Community Eligibility Provision (“CEP”) site. Newberry Elementary School is currently grouped with other sites in the school district and the average is used to determine the claiming percentage. When changes are made to a site and they are ungrouped, the calculation changes for a single site due to not averaging group totals.</p> <p>Based on Newberry Elementary School's current Directly Certified Percentage (44.31%), as stated in the first paragraph on page 94 of the application, the funding breakdown under the CEP program, using the required 1.6 multiplier (USDA standard factor), would be as follows:</p> <p>Free reimbursement rate: 70.8% (calculated as $44.31 \times 1.6 = 70.8\%$). This means that 70.8% of meals would be reimbursed at the free reimbursement rate, while the remaining 29.2% would be reimbursed at the paid reimbursement rate.</p> <p>Paid reimbursement rate: 29.11% (calculated as $100\% - 70.89\%$).</p> <p>This means that 29.11% of all meals served would only qualify for reimbursement at the paid reimbursement rate, without the ability to generate local revenue from a paid student meal price because all students eat free at a CEP site and funds are not collected from the students.</p> <p>In order for a site to claim at the 100% free rate, 62.5% of the students would have to be Directly Certified for free lunch.</p> <p>The current paid reimbursement rate of \$0.44 is insufficient to cover the cost of a reimbursable meal which is \$4.45.</p> <p>Any resulting funding shortfall must be addressed using non-federal revenue sources. This shortfall is not addressed in the budget submitted with the application.</p>

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The Applicant has budgeted a total of \$38,000 for equipment and will need additional funds to cover the cost of equipment. In 2 CFR 200.313, guidance is given on equipment, and in addition, the Florida Department of Agriculture and Consumer Services, Division of Food, Nutrition and Wellness has clarified by email stating, "if the charter school were a site under the district they could keep the equipment, if they became separate sponsors with us, then the equipment would need to stay with the district, or the district could sell it to the charter schools." Current prices for ovens and combination ovens are over \$25,000. Warmers are around \$5,000, in addition to other large equipment that includes serving lines, reach-in freezers, and coolers. Newberry Elementary School currently has two (2) combination ovens, one (1) double stack oven, and three (3) warmers (in addition to many other large pieces of equipment).

The Applicant will need to seriously consider this aspect in the budget, which is not currently accounted for.

Here are the estimated costs of the large wares in a typical elementary school:

Equipment	Qty	Estimated Cost of Replacement	Total Estimated Cost
Double Reach In Warmer	3	\$4,906.00	\$14,718.00
Single Door Cooler	2	\$4,514.00	\$9,028.00
Double Door Freezer	1	\$7,691.00	\$7,691.00
Double Door Cooler	2	\$6,003.00	\$12,006.00
Combi Oven	2	\$23,642.00	\$47,284.00
Double Stack Ovens	1	\$24,501.00	\$24,501.00
Ice Machine	1	\$4,883.00	\$4,883.00
Milk Box (small)	1	\$3,981.60	\$3,981.60
Prep Tables	5	\$179.99	\$899.95
Cafeteria Tables	29	\$1,387.76	\$40,245.04
Point of Sale Computers	2	\$1,100.00	\$2,200.00
Point of Sale Pin Pads	2	\$500.00	\$1,000.00
Printer	1	\$500.00	\$500.00
Manager Computer	1	\$1,100.00	\$1,100.00
Serving Line	1	\$31,724.00	\$31,724.00
TOTAL			\$201,761.59

The Applicant states that all staff for Food Service will be provided by the Food Service Management Company ("FSMC"), however, based on 7 CFR 210.16(a)(3) and FSMC Guidance for School Food Authorities – May 2016, the School Food Authority is responsible for the following:

Preparation of Solicitation and Contract Documents; State Agency Contract Review; SFA Program Oversight - including audits and findings; SFA Monitoring - required annual onsite monitoring review as well as monitoring the USDA Foods program (commodity allocation dollars); Control the Quality, Extent, and Nature of Food Service; Signature Authority - including free and reduced policy statements and claims for reimbursement; Free and Reduced-Price Meal Process; Establishment of an Advisory Board composed of parents, teachers, and students; Establishment of a 21-day menu cycle and ensuring compliance with meal patterns,

EXHIBIT F

		<p>and quantities; Internal Controls and Reporting for claims and required reporting to the state agency.</p> <p>The USDA guidance further provides "Identify Responsible Personnel—The SFA must identify SFA personnel responsible for managing the SFA-FSMC contract and meeting the SFA's responsibilities, including the existing responsibilities that cannot be delegated to the FSMC and the new responsibilities that will occur under the SFA-FSMC contract. This includes identifying personnel responsible for completing contract performance management (on-site reviews and credits for USDA Foods; if applicable, discounts, rebates, and credits for commercial products and services in cost-reimbursable contracts; compliance with the 21-day cycle menu and meal pattern requirements, components, and quantities, etc.)".</p> <p>Many of the school districts in Florida with Food Service Management companies have a Food Service Director/supervisor or coordinator employed by the school district to handle these responsibilities. This is not accounted for in the Food Service Budget submitted with the application. A coordinator and staff are listed on the lunch tab of the budget with zero (0) staff accounted for in the first five (5) years.</p> <p>The Applicant budgets on average \$300 for supplies in Years 1-5. However, in the school year 2023-24, the school district's Food & Nutrition spent \$11,051.67 on supplies for Newberry Elementary School.</p> <p>The schedule suggests twenty-five (25) minutes for lunch for first graders, as an example of the daily schedule. It is recommended that the Applicant consider thirty (30) minutes due to the time it takes to serve students going through the line and the time for the elementary-age students to eat.</p>
19	95 School Safety and Security	<p>Business Plan: School Safety and Security (Partially Meets the Standard)</p> <p>The Applicant is required to obtain and maintain its own server and will be responsible for any repairs or replacements. The application mentions pre-existing surveillance cameras and indicates that they "will remain in use." It is important to note that the School Board of Alachua County will not be responsible for supporting or monitoring the cameras.</p> <p>It is not addressed how the requirements currently provided by Raptor Visitor Management will be replaced and the allocation of funding for same is not included in the budget submitted with the application. The current visitor management system agreement will with the school district will need to be amended to remove the Applicant's charter school. The terminology regarding the clear marking of "shelter-in-place" areas should be changed to indicate the clear marking of "Safer Areas" in every classroom.</p> <p>The Applicant has failed to include necessary language (underlined below) specific to FortifyFL, i.e. the principal will <u>ensure a link to FortifyFL is on the school's website, referenced in every newsletter distributed throughout the year, and on posters displayed on the community bulletin board in all locations deemed appropriate by the school district's security and school safety office.</u> Additionally, important language related to threat management teams is missing: i.e. the threat management team will meet as often as needed to assess and monitor potential threats and <u>concerning behaviors</u>. These are essential elements of the Florida Model and raise questions regarding the Applicant's awareness of school safety and security regulations.</p>
19	95 – 97 School Safety and Security	<p>Supplemental Federal Funds.</p> <p>The application states the Applicant expects to qualify for Supplemental Federal Funds (e.g., IDEA). IDEA funds are used to supplement the excess cost of providing special education and related services to students with disabilities. The federal funds are provided to states that</p>

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		annually submit a plan to the U.S. Department of Education. The school district offers the same level of services and programs, funded by federal funds, and provides students in schools operated by the district school board to eligible students enrolled in charter schools. Charter schools receive a level of services and programs and not an allocation of funds, since they are not a school district.
20	98 Budget	Business Plan: Budget (Does Not Meet the Standard) IDEA Funding Match. The application states the Applicant expects to qualify for Supplemental Federal Funds (e.g., IDEA). IDEA funds are used to supplement the excess cost of providing special education and related services to students with disabilities. The federal funds are provided to states that annually submit a plan to the U.S. Department of Education. The school district offers the same level of services and programs, funded by federal funds, and provides students in schools operated by the district school board to eligible students enrolled in charter schools. Charter schools receive a level of services and programs and not an allocation of funds, since they are not a school district.
20	282 Attachment X Proposed Operating Budget	Utilities (Function 7900 – Operation of Plant) The budget submitted with the application for utilities is too low. The current average utilities for Newberry Elementary School for water, sewer, and gas is about \$10,000/month.
20	281 Attachment X Proposed Operating Budget	Food Service (Function 7600) The Applicant budgets, on average, \$300 in Years 1-5. In the school year 2023-24, the school district's Food & Nutrition spent \$11,051.67 on supplies for Newberry Elementary School Equipment. It is estimated that replacement costs would be around \$201,000.
20	281 Attachment X Proposed Operating Budget	The Applicant has budgeted a total of \$38,000 for equipment and will need additional funds to cover the cost of equipment. In 2 CFR 200.313, guidance is given on equipment, and in addition, the Florida Department of Agriculture and Consumer Services, Division of Food, Nutrition and Wellness has clarified by email stating, "if the charter school were a site under the district they could keep the equipment, if they became separate sponsors with us, then the equipment would need to stay with the district, or the district could sell it to the charter schools." Current prices for ovens and combination ovens are over \$25,000. The cost of warmers is estimated at \$5,000, in addition to other large equipment that includes serving lines, reach-in freezers, and coolers. There are currently two (2) combination ovens, one (1) double stack oven, and three (3) warmers (in addition to many other large pieces of equipment at Newberry Elementary School). The Applicant will need to seriously consider this aspect in the budget, which is not currently accounted for.
20	281 Attachment X Proposed Operating Budget	The Applicant states that all staff for Food Service will be provided by the Food Service Management Company ("FSMC"), however, based on 7 CFR 210.16(a)(3) and FSMC Guidance for School Food Authorities – May 2016, the School Food Authority is responsible for the following: -Preparation of Solicitation and Contract Documents -State agency Contract Review -SFA Program Oversight - including audits and findings -SFA Monitoring - required annual onsite monitoring review as well as monitoring the USDA Foods program (commodity allocation dollars)

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		<ul style="list-style-type: none"> -Control the Quality, Extent and Nature of Food Service -Signature Authority - including free and reduced policy statements and claims for reimbursement -Free and Reduced-Price Meal Process -Establishment of an Advisory Board composed of parents, teachers and students -Establishment of a 21-day menu cycle and ensuring compliance with meal patterns, and quantities. -Internal Controls and Reporting for claims and required reporting to the state agency. <p>The USDA guidance states "Identify Responsible Personnel—The SFA must identify SFA personnel responsible for managing the SFA-FSMC contract and meeting the SFA's responsibilities, including the existing responsibilities that cannot be delegated to the FSMC and the new responsibilities that will occur under the SFA-FSMC contract. This includes identifying personnel responsible for completing contract performance management (on-site reviews and credits for USDA Foods; if applicable, discounts, rebates, and credits for commercial products and services in cost-reimbursable contracts; compliance with the 21-day cycle menu and meal pattern requirements, components, and quantities, etc.)" page 18.</p> <p>Many of the school districts in Florida with Food Service Management companies have a Food Service Director/supervisor or coordinator employed by the school district to handle these responsibilities. This is not accounted for in the Food Service Budget submitted with the application. A coordinator and staff are listed on the lunch tab of the budget with zero (0) staff accounted for in the first five (5) years.</p>
20	282 – 290 Attachment X Proposed Operating Budget	<p>The budget submitted with the application budgets \$128,546 for Year 1 for buses. The Applicant states that it will purchase or lease six (6) buses. Currently, buses cost \$165,669/ESE bus with a lift and \$158,994/regular bus with no lift.</p> <p>The budget 7800 Group Insurance calculation, submitted with the application, is too high. If the Applicant hires five (5) drivers at a rate of \$950/each/month, this calculation does not seem correct.</p> <p>The Applicant budgets, on average, \$300 in Years 1-5. In the school year 2023-24, the school district's Food & Nutrition spent \$11,051.67 on supplies for Newberry Elementary School Equipment. It is estimated that replacement costs would be around \$201,000.</p> <p>The budget submitted with the application for utilities is too low. The average utilities for Newberry Elementary School for water, sewer, and gas currently averages \$10,000/month.</p> <p>Garbage and recycling are not included in budget submitted with the application.</p>
21	102 – 103; 74 Financial Management and Oversight	<p>Business Plan: Financial Management and Oversight (Partially Meets the Standard)</p> <p>The Applicant plans to contract with School Financial Services ("SFS") to manage payroll services. However, in other parts of the application (page 74), it states that the City of Newberry "will also process payroll for the school's employees under this structure." Accordingly, it is unclear who will actually manage the payroll.</p> <p>Property/Auto/General/Casualty Insurance requirements are met in the application. However, as the school district will retain ownership of the property, there should be a facilities use agreement that will include the school district as additionally insured on the Certificate of Liability insurance, even though the school district is not allowed to charge a fee, it can and should be listed as additionally insured.</p>

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CHARTER SCHOOL REVIEW COMMISSION

FEBRUARY 26, 2025

COMMENCED: 10:00 A.M.

PLACE: VALENCIA COLLEGE

ORLANDO, FLORIDA

REPORTED BY:

DANA W. REEVES

COURT REPORTER

VOLUME 1 of 1

PAGES 1 - 80

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BOARD MEMBERS PRESENT:
CHAIR JOHN-ANTHONY BOGGESS
VICE CHAIR SUZANNE LEGG
SARA CLEMENTS
JIM MURDAUGH
FRANK MINGO
JANA SAYLER

ALSO PRESENT:

VICKI PINEDA
ADAM EMERSON
JAMES RICHMOND, ESQ.
SUSIE MILLER CARELLO
CHRISTY NOE
CURTIS FULLER

1 PROCEEDINGS

2 CHAIR BOGGESS: Good morning. I'd like to call
3 this meeting to order, it being 10:00 a.m.,
4 February 26, 2025. My name is Jay Boggess, and I'm
5 the Chairman of the Charter School Review
6 Commission. I am joined here today by Vice Chair,
7 Suzanne Legg, Commission Members, Sara Clements,
8 Jim Murdaugh, Frank Mingo and Jana Sayler.

9 Let the record reflect that we do have a
10 quorum for this meeting. But before we begin, I
11 would ask that we please rise for the saying of the
12 Pledge of Allegiance.

13 (Pledge of Allegiance.)

14 CHAIR BOGGESS: Again, welcome. Thank you all
15 for joining us this morning. This is a historic
16 moment and morning here in the state of Florida,
17 and this is the first time the Charter School
18 Review Commission will be meeting to take action on
19 a charter school application under consideration.

20 Colleagues, you will remember that we met
21 virtually, nearly one year ago, this same month,
22 but that meeting was for information and helped to
23 really acclimate our duties, responsibilities and
24 the role of this Commission. But today is the
25 reason why we are all here, and that is to approve

1 or deny the charter school applications that have
2 been received and reviewed by our partners at the
3 Florida Charter Institute at Miami-Dade College.

4 When we come to each of the two applications
5 on the agenda today, we will first hear from the
6 Department of Education, or Department, and the
7 Charter Institute on the review of the application
8 and the recommendation being made to this
9 Commission. They will have a combined five minutes
10 to speak. The applicant, if present, also will be
11 provided five minutes to give an overview of the
12 application. And the district, with whom the
13 school would, if approved, enter into a charter
14 agreement, will also be provided five minutes to
15 address the Commission only to the input that the
16 district provided during the application period.

17 Throughout all of this, I'm encouraging my
18 colleagues on this Commission to ask probing
19 questions, clarifying questions that are going to
20 be in the best interest of our students here within
21 that school, to probe and to make sure that we have
22 all the facts and information that you need to make
23 the most important decision, and that is the
24 student achievement of our children.

25 Members of the public may also have an

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1 opportunity to address the Commission on either of
2 the applications under consideration. We ask that
3 you complete a speaker card, that is by the table
4 at the entrance, and either hand it to Ms. Vicki
5 Pineda or Mr. Adam Emerson. Public comment will be
6 kept to one minute.

7 After the Department and Institute, the
8 district and the public have had provided input and
9 commentary, Commission members will discuss the
10 application and the review completed by the Florida
11 Charter Institute and vote to approve or deny the
12 charter.

13 As we get underway, before we get to our
14 action items, can I please have a motion to approve
15 the minutes from the February 28th, 2024 meeting at
16 this time?

17 VICE-CHAIR LEGG: Make a motion.

18 CHAIR BOGGESS: Motion made by Ms. Legg. Is
19 there a second?

20 MR. MURDAUGH: I'll second.

21 CHAIR BOGGESS: Second by Mr. Murdaugh. All in
22 favor say, aye.

23 (Chorus of ayes.)

24 CHAIR BOGGESS: Thank you. At this time, we'll
25 move to action items. First action item is the

1 charter school application for Newberry Community
2 School.

3 At this time, I would ask any public comments
4 to be made on Newberry Community School application
5 be made at this time. Currently, I have one public
6 comment to be made, and that is with Ms. Brandy
7 Oldman. If you would, please stand -- rise and
8 make your one-minute comment. Again, I would ask
9 anyone else wanting to make public comment at this
10 time, please receive a public comment card with Mr.
11 Emerson.

12 MS. OLDMAN: Hi, I'm Brandy Oldman. I have
13 three small children that attend Newberry
14 Elementary School. This possible conversion of
15 that school, just the process alone, has made my
16 children regress in their grades, and it's been a
17 division in our community, and I just think it's a
18 bad idea for our children. This past year has
19 really shown a decrease in testing. I mean, I've
20 talked to teachers, so a lot of it. Also with the
21 box lunches that this would provide, I have picky
22 kids, so I could see them going hungry if there's
23 not options in a true cafeteria sense. I also have
24 problems with the transportation in that I don't
25 see it feasible in the way they put it. And also

1 the vote failed. NES is landlocked. There's no
2 place to put more portables that they want to put,
3 because we're landlocked by a cemetery and houses.
4 And with setbacks, there's no way to put more
5 portables unless you put them on the playground,
6 which I don't think anybody wants.

7 Yeah, just overall, it's just not a good idea,
8 and I've noticed it affect my three children, who
9 have never regressed in their learning. And this
10 year, they have. And it was an A school. It
11 wasn't a failing school. This was an A school. I
12 don't see it being that for the foreseeable future,
13 either way it goes. But I'd like y'all to know
14 that.

15 CHAIR BOGGESS: Thank you. Last call on any
16 other public comment for Newberry application.

17 Hearing none.

18 The first charter school application on our
19 agenda, as stated, is this Newberry Community
20 School. Before we hear from the Department on the
21 merits of the application, I'd like to recognize
22 Mr. James Richmond from the Florida Department of
23 Education, Office of General Counsel, to present on
24 the vote threshold that would convert this district
25 school in Alachua to a charter school under the

1 provisions of Florida law. There is a dispute
2 between the district and the applicant group as to
3 whether the vote threshold was met, and I'd like
4 Mr. Richmond to advise this Commission on how to
5 proceed.

6 Mr. Richmond, if you'd please approach the
7 stand.

8 MR. RICHMOND: Good morning. My name is Jim
9 Richmond, Deputy General Counsel. I'm here
10 actually to serve as, kind of, counsel for the
11 Commission in this action.

12 This issue of the vote has been addressed by
13 the parties, and written documents that I believe
14 you've received, had an opportunity to review. The
15 question really is, you have 22 votes aside of the
16 teachers voting in this matter. The statute says
17 clearly that, at a minimum, 50 percent of a vote is
18 sufficient to move an application forward. When
19 that statute was initially implemented by the
20 Department of Education, it was translated into a
21 majority vote was required. That remained dormant
22 for many years, but this case came along and
23 brought to our attention that the rule deviated
24 from the statute. We immediately moved to amend
25 that rule, but it was after this vote was taken, so

1 we cannot apply that rule retrospectively as
2 amended.

3 However, in this case, it would still be my
4 recommendation that we recognize the statutory
5 criteria that the legislature has adopted. The
6 case law is clear, and I believe much of it is
7 cited in the letter filed on behalf of the school.
8 Statute basically supersedes rules when the two are
9 inconsistent. That's largely because, and forgive
10 me, if you could indulge me for a moment, I'm an
11 administrative lawyer, board certified, and that's
12 something that I'm interested in, puts most people
13 to sleep, but rules are a result of statutory
14 authority that the legislature has granted to
15 agencies. So agencies are obligated to implement
16 those statutes as written.

17 As you can see here, we're not always perfect,
18 no one is, and no one recognized this for many
19 years. But when push comes to shove, and these
20 matters land before tribunals, as well as courts,
21 tribunals such as yourselves or courts, the court
22 system has consistently recognized that the statute
23 is the appropriate one to follow. So it'd be my
24 recommendation in this matter that we approve the
25 vote, since 50 percent voted in favor of the

1 application.

2 Now, because this is an issue of some
3 contention, I believe we have representatives of
4 the school and the district here, I'd like to allow
5 them an opportunity to address this issue for a
6 brief period of time with leave the Chair, as well.

7 MR. EMERSON: On just the vote threshold.

8 MR. RICHMOND: On just the vote threshold.

9 CHAIR BOGGESS: Yes.

10 MR. RICHMOND: If they so desire.

11 CHAIR BOGGESS: I was going to say, if you so
12 desire, representatives, let's first take
13 applicant, and then school district. This would be
14 that time, and we would yield the floor to you.
15 Applicant first.

16 MR. ARNOLD: Good morning, board members. My
17 name is Sean Arnold, and I know most of you through
18 other work. I think that Mr. Richmond stated it
19 perfectly. It's axiomatic. Statute always trumps
20 the rule. So because otherwise, basically, to put
21 it to take the next step, basically the agency
22 could just rewrite the statute and make it whatever
23 it is. Again, there's nobody's fault that occurred
24 and other things like that, but basically, there is
25 no debate here. The statute trumps the rule. Any

1 argument to the contrary must necessarily fail,
2 either in front of this board, in front of a court,
3 or anywhere else like that. So I wouldn't -- so I
4 would ask this board not to give that any weight at
5 all, any argument to the contrary. It would have
6 lots of questions of that argument, if I were you.
7 Is there -- does the board have any questions I can
8 answer on behalf of the applicant?

9 CHAIR BOGGESS: Thank you, Mr. Arnold.

10 Ask for the representative from the school
11 district.

12 MS. ENVALL: Hi. My name is Amy Envall on
13 behalf of the school district. The statute
14 specifically says that a charter school shall
15 demonstrate the support of at least 50 percent of
16 the teachers employed at the school and 50 percent
17 of the parents voting, whose children are enrolled
18 at the school, provided that a majority of the
19 parents eligible to vote participate in the ballot
20 process according to the rules adopted by the State
21 Board of Education. The rules that were adopted by
22 the State Board of Education would require more
23 than half, and they defined it as a majority. Even
24 though this -- the rule was changed, it's still the
25 district's position that the amended rule, ballot

1 rule, has no retroactive application and does not
2 change the outcome of the vote that was related to
3 this particular situation.

4 CHAIR BOGGESS: Colleagues, any questions?

5 Thank you. Mr. Richmond, anything to clarify
6 from either position?

7 MR. RICHMOND: No, Mr. Chairman, I think it's
8 been laid out for you, but because it's been raised
9 and it's kind of a threshold issue as to whether we
10 need to get into the substance of the application,
11 I'd request that a separate motion on this issue
12 and vote of the Commission after discussion, and
13 then we can move on to the substance and discuss
14 those matters.

15 CHAIR BOGGESS: Yes, sir. Thank you. Mr.
16 Richmond, thank you.

17 Members, can I get a motion on Mr. Richmond's
18 legal recommendation for the Commission at this
19 time?

20 MS. CLEMENTS: Motion.

21 CHAIR BOGGESS: Motion made by Ms. Clements.
22 Can I have a second?

23 MR. MINGO: Second.

24 CHAIR BOGGESS: Second by Mr. Mingo. All those
25 in favor, signify by, aye.

1 (Chorus of ayes.)

2 CHAIR BOGGESS: Motion carries.

3 Next I'd like to bring up we'd like to bring
4 up and recognize Mr. Adam Emerson, Executive
5 Director of the Office of Independent Education and
6 Parental Choice for the Florida Department of
7 Education, to present the evaluation and
8 recommendation for this application.

9 Mr. Emerson, you have five minutes, and I will
10 hold you to that.

11 MR. EMERSON: Well, thank you, Mr. Chair.
12 Thank you, members. First of all, I'm going to
13 take just a couple of my minutes here, because it's
14 going to be combined, to thank every member here
15 for their service. This is a momentous occasion
16 for the state of Florida. It was a year ago when
17 this Commission met here informationally,
18 virtually, for the first time. But that's not to
19 say that the Florida Charter Institute at
20 Miami-Dade College has not been busy doing the
21 support work for this Commission. This is simply
22 the first action item we brought you. This
23 institute has reviewed more than 20 applications
24 over the last year up until now. So they've been
25 doing very busy work. They've been doggedly

1 assuring that the recommendations that we are
2 bringing to you are well-researched, well-defined.
3 And with this, I would like to actually ask Ms.
4 Susie Carello to come up to talk about the merits
5 of the application review for you.

6 MS. CARELLO: Thank you very much. I
7 appreciate it. It'll just take me a minute longer
8 to get up there, but I thank your indulgence.

9 So the Newberry application for Newberry
10 Community School was a very interesting one to
11 read, as you can probably imagine, but it was
12 interesting, from our viewpoint, to use the state's
13 tool to look at each section of the application and
14 evaluate it, because it was such a strong academic
15 program that they presented.

16 The school will be one that is based on
17 project-based learning and STEAM education,
18 science, technology, math, arts -- and E -- oh,
19 thank you. Engineering. And they are going to
20 focus on the essential skills, of course, kids need
21 to do science of reading and math, as well as we're
22 focusing on future career readiness, differentiated
23 instruction, fostering resilience, empathy and
24 teamwork in an inclusive environment. And it laid
25 that -- did a really great job of laying that out

1 in a very research-backed way. So we were pleased
2 to read that.

3 In addition to which there are parts of the
4 curriculum that remain to be developed, which is
5 totally normal, they laid out a very clear process
6 whereby they would meet the requirements of the
7 state of Florida. It would be driven by the
8 principal and would be inclusive of teachers. And
9 we thought that was very, very important.

10 The school itself will become a charter in
11 August 26 -- August 2026, and it's going to open
12 with approximately 700 students. Then, at year
13 three -- sorry -- 700 students, grades K-4. And at
14 year three, they will add a fifth grade. And so at
15 year five, when its charter term is up, they
16 anticipate approximately 1,100 students, grades
17 K-5. There is a new housing development that is
18 going in nearby that they anticipate about 4,500
19 homes over the next 50 years. So you can imagine
20 there will be growth in school-age population.

21 But -- so we thought that was really
22 interesting, but what we really thought was
23 interesting, and that the review team had a lot of
24 questions about, was the governance of the school
25 that they have proposed. So they are proposing

1 five board members. Their board members have
2 background in law, HR, business and education, and
3 their board members will have four-year terms.
4 They will meet at the school regularly, quarterly,
5 et cetera.

6 Their partner organization will be the City of
7 Newberry. We asked them many questions about what
8 that partnership would look like, in addition to
9 some financial assistance from the City of
10 Newberry. And by the way, the Mayor attended the
11 capacity interview to demonstrate the city's
12 interest and support. They talked about how they
13 would deal with the relative things like -- and the
14 parents brought up transportation, other points.

15 So the one thing that, I think, we thought was
16 clever and a bit unusual, was that the teachers
17 would be employed by the City of Newberry, so that
18 they have access to the same retirement that they
19 already have, et cetera, but they will be solely
20 responsibilities of the school. So principals --
21 the principal will make all hiring and firing
22 decisions, et cetera.

23 Let's see. They are going to use their
24 current and existing facility. They're going to
25 work with the City of Newberry to make that -- I'm

1 sorry -- and Alachua County School District to make
2 that transition happen. They anticipate a total of
3 21 portables. It will add -- that adds, I believe,
4 four more portables. But they may be -- may have
5 the numbers wrong. They may have them, but they
6 have a plan to deal with the population growth.

7 And finally, they are going to work with
8 Alachua County, as they currently do, to provide
9 all of the requirements of state Statute for school
10 safety and compliance with that.

11 So are there any questions I can answer?

12 CHAIR BOGGESS: Well done on five minutes.
13 Excellent. Thank you, Ms. Carello.

14 At this time, are there any questions from
15 this Commission to Mr. Emerson or Ms. Carello?

16 MS. CLEMENTS: You probably said this and I
17 missed it. You said they're going to start with
18 700 students, K-4, and add a grade every year?

19 MS. CARELLO: They're just going to add fifth
20 grade, but they're going to add fifth grade in year
21 three, is the current plan.

22 MS. SAYLER: Were there any plans or any need
23 for the school to close temporarily in between,
24 during the --

25 MS. CARELLO: No. They anticipate continuous

1 service for the kids.

2 MR. MURDAUGH: Excuse me. The speaker referred
3 to concerns over transportation and food. I forget
4 whether that was addressed. You touched on one of
5 those.

6 MS. CARELLO: They have plans to -- I believe
7 they have plans to use the current transportation
8 of the school district and then transition to their
9 own private contract, but you can correct me if I'm
10 wrong.

11 MR. ARNOLD: We budgeted for -- to lease or
12 purchase five buses with one additional extra bus.

13 MS. CARELLO: And so that will happen in August
14 of 2026, right? So they -- we will do the
15 transition this year with the school district, and
16 then pick up their own -- your own transportation
17 systems.

18 CHAIR BOGGESS: Ms. Carello, can you further --
19 you talked about the partnership with the town of
20 Newberry. When it comes to safety and security,
21 will that include their local police or sheriff,
22 and what does that look like for safety and
23 security?

24 MS. CARELLO: They are going to contract as
25 they currently do, I believe, with the Alachua

1 County Sheriff's Department, to have all of the
2 requirements of Marjory -- I never say it right --
3 Marjory Stoneman Douglas Act in place. And they
4 anticipate continuing that relationship into the
5 charter status of the school.

6 CHAIR BOGGESS: Okay. And just to clarify, the
7 governance structure is they've established their
8 own governing board, and it would be in partnership
9 to the Town of Newberry? Is there a nuance to what
10 that really means, and who has autonomy?

11 MS. CARELLO: That's a great question. Let me
12 use this example. For the Florida Charter Schools
13 Institute is at Miami-Dade College, even though
14 we're a little bit of a separate entity. However,
15 if we were going to make HR-related decisions, we
16 would talk to Miami-Dade College to make sure that
17 we were comporting with their HR requirements,
18 which probably is very good. Right. Because you
19 have a public entity with experience having an HR
20 protocol. So if something happens at the school,
21 the principal would make the decision, but they
22 would probably call the City's HR Department to
23 say, hey, we have this person, this issue is going
24 on, whether it's a leave or anything HR, so they
25 would have that advice, but they would be a

1 separate entity making their own decisions.

2 CHAIR BOGGESS: Excellent. Thank you.

3 Commission, any further questions to ask to Mr.

4 Emerson or Ms. Carello?

5 VICE-CHAIR LEGG: Just to ask them how the
6 benefits are going to work with them being under
7 the school --

8 MS. CARELLO: So again, they are going to
9 receive benefits. Let's see. They are going to
10 include, right, the City's health care benefits, as
11 well as, let's -- a monthly employer contribution.
12 So just like the City contributes, the school
13 contributes an employer contribution to their
14 benefits. They'll include life insurance with the
15 employer contribution, low-cost vision and dental,
16 and, as I said, eligibility for Florida retirement,
17 which will be very important to the teachers.

18 VICE-CHAIR LEGG: So they're managed by the
19 school, but they're actually employed by the City?

20 MS. CARELLO: Yeah. That's right. Exactly.
21 All right.

22 CHAIR BOGGESS: All right. Thank you, Mr.
23 Emerson and Ms. Carello.

24 At this time, I'd like to recognize a
25 representative from the applicant group to provide

1 their own overview of the application. Please take
2 the podium. You two have five minutes.

3 MR. CLEMONS: Thank you. Good morning. I
4 won't take up five minutes. My name is Chuck
5 Clemons, and I'm representing the Board, with
6 President, Derek Danne. Thank you for allowing us
7 to come. I know my time is ticking off.

8 We stand before you as representatives of the
9 board that is here this morning and submitted this
10 charter conversion. We are joined today by the
11 Mayor of Newberry, several City Commissioners and a
12 group of teachers and volunteers that have come to
13 support us, and they have chosen not to speak, but
14 they wanted you to know that they are here in the
15 audience.

16 We respectfully ask for your approval of this
17 application, as recommended by the Institute. We
18 felt very good entertaining all of the questions
19 that the Institute had imposed to us. We're not
20 attorneys, but we did the best we could to put this
21 together, to provide enough information to come to
22 that particular conclusion of approval.

23 Throughout this process, our board has worked
24 closely with local teachers, with parents,
25 volunteers and a dedicated team of professionals

1 that helped us through this process, but their
2 invaluable input has culminated in the application
3 that's before you today, ensuring that it reflects
4 the needs and the aspirations of our school
5 community.

6 Approval of this application will be a
7 significant step forward for three reasons. One,
8 preserving our community's values. Newberry is a
9 unique and diverse community, and this transition
10 will allow us to honor the values that define us
11 while ensuring the supportive and dynamic learning
12 environment for each and every one of our students.

13 Number two, implementing esteemed curriculum.
14 Our vision prioritizes the hands-on world
15 applications of learning, rather than an
16 overemphasis on the standardized testing. And a
17 STEAM-focused curriculum would not only engage the
18 students, but also empower the teachers with
19 flexibility to inspire creativity and inspire
20 creative thinking and inspire problem-solving
21 skills that are essential for success, goes beyond
22 the classroom and into everyday life.

23 Number three is enhancing the local control
24 and the teacher support. And with your approval
25 today, we have greater autonomy to address the

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1 needs of our educators, including increasing the
2 average teacher salary to attract and retain top
3 talent. We'll also be able to provide stronger
4 support for our teachers, ensuring that they have
5 resources and professional development necessary to
6 thrive in their roles. And as a charter school,
7 we'll have the ability to -- very important ability
8 to respond to these issues more efficiently, making
9 timely decisions to prioritize the well-being of
10 our students.

11 And if you do, and we hope you do, approve
12 this application, you're not just allowing the
13 school to transition, you're actually empowering a
14 community to take an active role in shaping the
15 future of our children, which is our most-precious
16 commodity.

17 We recognize that there's significant work
18 ahead prior to our planning opening in August of
19 2026, but we're both committed, and we're prepared
20 to take on this challenge. And in closing, we ask
21 for your support to make the Newberry Community
22 School a reality, thus providing our students and
23 our teachers and our families with exceptional
24 educational experience that reflects the heart of
25 our community.

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1 CHAIR BOGGESS: To the Commission, any
2 questions for Mr. Clemons?

3 MS. SAYLER: I would like to know if you have
4 one person or a team of people who are prepared and
5 ready to help do the standing up of all of the
6 vendor contracts and other types of administrative
7 responsibilities during that startup period? Who's
8 got available time, especially.

9 MR. DANNE: So we do have intention of looking
10 at a consultant/type principal type to, kind, of
11 fill that role of the things that we need to do to
12 prepare in terms of the application and its overall
13 plan to essentially implement those things. And
14 then the board will sit back and address and watch
15 and monitor and make sure that we're hitting the
16 milestones that we need to hit to make sure this is
17 a success.

18 MS. SAYLER: So from personal experience, I
19 would strongly recommend you get someone with some
20 administrative available time, and who is
21 detail-oriented, who can help do a good job looking
22 through everything you need to get in place to make
23 sure you have a smooth opening.

24 MR. CLEMONS: I was chatting with Dr. Murdaugh
25 before the meeting about the extra year that, you

1 know, we asked for an extra year, and at first I
2 wasn't convinced, and then the more I got down into
3 the devil of the details, I'm like, oh my gosh,
4 yes, we do need that, and I'm a big supporter of
5 that. We'll need every one of those 365 extra
6 days, and would be prepared and be locked and
7 loaded and ready for August of 2026.

8 CHAIR BOGGESS: At this time, could I ask the
9 mayor or any other elected official from Newberry
10 to make recognition? I'd like to see who you are
11 and just make -- say, acknowledgement.

12 COMMISSIONER MARDEN: Commissioner Marden.

13 CHAIR BOGGESS: Thank you. Excellent.

14 MAYOR MARLOWE: Mayor Jordan Marlowe.

15 CHAIR BOGGESS: Thank you, sir. With that
16 said, I hear you speak to a lot of project-based
17 learning, STEM integration. Reason I make
18 recognition to these electeds is the idea of
19 alignment to industry, and then really, what does
20 that mean in the town of Newberry from an academic
21 standpoint, but also the integration of career and
22 technical. Those are things that I know -- those
23 gentlemen, I'm sure are wanting to hear, but also
24 this Commission I'm sure would benefit from.

25 MR. CLEMONS: I'll start and just answer it

1 this way, is that I've been in the legislature for
2 eight years, and when I share with people that we
3 have 800 -- or 800, 900, 1,100 people moving to
4 Florida every day, they don't really grasp that.
5 When I share with people, and we're in Orlando,
6 that every year we have a brand new city of Orlando
7 move to Florida, in the last five years, we've had
8 five new cities of Orlando move to Florida, it is
9 imperative that not only our school boards, but our
10 Department of Transportation and our other
11 government entities prepare properly for that
12 future, this delivery now. Education is at the
13 forefront of that. And the City of Newberry is
14 visionary. It's growing probably faster than the
15 other areas of Alachua County. So that's why it is
16 so important to have the support of the elected
17 officials and integrate that STEM learning, STEAM
18 learning, into the job opportunities that are
19 rapidly coming to our community.

20 CHAIR BOGGESS: Thank you, sir.

21 MR. DANNE: I don't want to over overstep, but
22 I mean, the City is -- and maybe they could help
23 me, I don't remember the name of it, but we have,
24 in fact, are looking forward to a partnership of
25 that kind, specifically for Newberry in the

1 agri-tech world. I think is it F300? F300 is the
2 name of the project. So I know that that's an
3 exciting prospect, and something that overall, with
4 our schools, we would hope to kind of funnel that
5 in and create a diverse community of people that
6 are experts in the field of agri-tech and all the
7 different technologies that are going to stem from
8 that, because it's an exciting world that's coming
9 towards us.

10 MR. CLEMONS: And ten miles away from this
11 campus is the largest biotech concentration of
12 start-up companies in the southeastern United
13 States.

14 CHAIR BOGGESS: Okay. Commission, any further
15 review or questions?

16 All right. Thank you.

17 Are there any questions? We went through
18 that. Next, I'd like to recognize a representative
19 from the school district to address the input that
20 was provided to the Commission during the
21 application review period. At this time, the
22 Alachua School District.

23 MS. CERTAIN: All right. Good morning. My
24 name is Tina Certain. I'm a member of the Alachua
25 County School Board. I represent -- I live in the

1 district where this school, in the great City of
2 Newberry, so I'm part of that, elected by the
3 district and at large election, but I have to live
4 in the district.

5 MS. ENVALL: And I'm Amy Envall, attorney for
6 the district. I'm going to go ahead. I know -- I
7 don't want to belabor everything, but you know that
8 the district actually used your form IEP -- IEP
9 CINP. We actually followed the analysis in the
10 Florida Charter School Application Evaluation
11 Instrument, and in there we found seven areas
12 with -- that the application does not meet the
13 standards. That includes in their educational plan
14 for Exceptional Student Education, for English
15 language learners, under the organizational plan
16 and professional developments, and not even
17 addressing the issue about the City of Newberry's
18 application. Specifically, one of the concerns is,
19 how can employees of the applicant -- how can they
20 be eligible for participation in FRS if they're
21 also employees of a nonprofit corporation, which is
22 not a state of Florida participant? We did not
23 hear how that was addressed.

24 With respect to the business plan, there's
25 significant concerns about facilities and

1 transportation and food services and the budget,
2 and I'm going to have Ms. Certain go through those
3 budgetary concerns.

4 MS. CERTAIN: Thank you, Amy. I'm actually
5 here -- and when I came, was to make my request
6 that you reconsider your recommendation. I'm
7 honored to have the space to come and speak to you
8 all in my capacity as a citizen, a property owner
9 in the Newberry area. I don't live in the city
10 limits. I live in unincorporated area. I support
11 the district's position that the vote didn't pass.
12 We went through that with the attorneys earlier.
13 And I also report that this charter does not
14 supplement the educational opportunities for
15 students in Alachua County.

16 Since Alachua County's support in public
17 education in an extraordinary manner, via taxing
18 ourselves additional taxes to provide additional
19 learning opportunities for students, we have the
20 one mil tax, which allows us to offer a robust
21 assortment of CTE and magnet programs, over 5,000
22 CTE certifications that were earned and by students
23 in our county last year. And I purport that this
24 is clearly a municipal charter. As a board member,
25 as a citizen, our organization, we support charter

1 schools, and we support applicants who've come to
2 us with an application to start a new charter
3 school, but we stand in opposition to a conversion
4 of a charter school because, under the current law
5 that exists now, does not allow municipality to
6 convert a charter school, and that is what this is.
7 There's been an extraordinary amount of City of
8 Newberry resources put forth to bring this
9 application.

10 And I read the transcript of the interview
11 that you all did with them. There were numerous
12 mentions of ways that the City would underwrite the
13 budget shortfall. That is -- that the district
14 outlined, and time won't permit me to go through
15 all of those things in the budget where there are
16 gaps, but I will say that the City has committed to
17 loaning. They had a publicly-noticed meeting voted
18 to loan the school \$2.1 million. That's on top of
19 the other money that they spent to support this
20 conversion effort.

21 Schools are funded through the Florida
22 Education Finance Program. Each local school
23 district has to assess the required local effort to
24 fund, to get the state money match. Right. And
25 so -- and they've already, as I said, have voted

1 to -- the citizens of Alachua County voted to
2 assess themselves an additional one mil, as well as
3 the half-cent sales tax for facilities.

4 What this charter conversion would do will
5 also be an additional burden on the citizens that
6 live in incorporated area, Newberry city limits, in
7 that with the City promising to provide as a
8 backstop -- I read in that to their financial
9 operations -- the citizens will have to pay a
10 higher millage rate to cover those expenses,
11 because that money has to come from someplace.
12 Charter schools are not allowed to assess anything
13 else, just as districts, school districts aren't
14 allowed to assess any other taxes other than the
15 required local effort, discretionary millage, a
16 voter-approved one mil, a voter approved half-cent
17 sales tax. But this City of Newberry is a
18 municipal conversion, and the current law does not
19 allow that right now, as it stands. They can start
20 a new charter, but they cannot do that.

21 And so I ask that you reconsider this, because
22 right now the school is overcrowded. It is on our
23 list of plans to have a rebuild, to add additional
24 capacity. It's some years out now, but they're
25 purporting to increase their enrollment. It's a

1 K-4 school now because of the capacity issues. The
2 fifth graders are at our middle school, and they're
3 saying, in year three they're going to bring that
4 back. I heard and read in the interview transcript
5 of capacity issues. They talked about that. They
6 talked about that a lot during the campaign, but
7 this plan does not do that. With the charter
8 opening as -- at full capacity, per state statute,
9 or administrative rules that is in place now, will
10 go to a lottery.

11 So having doing this right here, I ask that
12 you reconsider your approval recommendation for
13 approval of this, because it will be an additional
14 burden on them, as well as disruptive of the
15 educational progress of the current students in
16 their community and future students. Folks may buy
17 a house in that area and may not even have the
18 opportunity to go to that. They say they're going
19 to recruit a diverse student body population.
20 Well, there's students that are zoned there right
21 now. And so if you got to go out and recruit, will
22 you displace the students that are currently in the
23 school district? They can decide that they don't
24 want to transport students because transportation
25 is only reimbursed 50 percent by the State. That's

1 what we're getting right now, currently. We have a
2 challenge of recruiting and retaining bus drivers.
3 So I doubt that the district could partner with the
4 charter school to do their transportation, because
5 any student that decides not to attend their
6 school, the district will still be responsible for
7 providing a free and affordable public education to
8 them at some other school in the area.

9 And finally, I would say Newberry Elementary
10 School is the only school that's in that area to
11 serve in that -- because it's considered a rural
12 area. And in that wide area of the city, as well
13 as unincorporated area, it's only school in that
14 area. It would disrupt to the families, as well as
15 to the district, to have this building converted to
16 a charter under the control of them.

17 And I'll close with, you know, school
18 districts were created in the state statute to
19 align with county boundaries. And we are -- we've
20 operated within that framework for a number of
21 years. Our funding comes to -- our participation
22 in the Florida Education Finance Program and the
23 citizens of Alachua County have indeed done a
24 very -- a remarkable job of servicing all of its
25 schools, but especially schools in the western part

1 of our county, where the growth has been greater
2 than eastern part of our county. The schools in
3 the western part of our county have advanced
4 programs, innovative programs, they're fully
5 staffed, the facilities are in much better shape
6 than the older parts, until we got ourselves -- so
7 the district has laid out its rebuttal to that, you
8 all have seen that, and I thank you for giving us a
9 space to speak to you all this morning.

10 CHAIR BOGGESS: Yes, ma'am. Commission,
11 questions for school district leadership?

12 MS. CLEMENTS: I have a comment.

13 CHAIR BOGGESS: Yes. As School Board Member
14 for this school district, right, should this be
15 approved? I hear a matriculation that will lead to
16 1,100 students. Will they receive your leadership
17 or support as a public school leader within
18 Alachua, given that --

19 MS. CERTAIN: You mean the charter school?

20 CHAIR BOGGESS: Uh-huh.

21 MS. CERTAIN: Currently, right now, I think
22 with the district -- of course, because we would be
23 their local sponsor.

24 CHAIR BOGGESS: Correct.

25 MS. CERTAIN: So there would be this work we

1 have to hash out and iron out a charter contract
2 and all of that. And so that goes without saying.
3 We work cooperatively well right now with the
4 charters that are in our district, who have started
5 anew. We have one that -- a couple charters that I
6 am very familiar with, and I visit their school.
7 We had one that was just performed in our board
8 room two weeks ago at a meeting.

9 So we're not anti-charter. The issue that my
10 colleagues and I have, as well as our
11 superintendent leader, is the conversion of a
12 public asset to a charter school. And it takes
13 every -- it does not supplement the educational
14 opportunities of the students and the families in
15 that particular area. It actually reduces down.

16 CHAIR BOGGESS: With that said, thank you,
17 ladies.

18 MS. CERTAIN: I think Ms. Clements had
19 something --

20 CHAIR BOGGESS: Did you have a question Ms.
21 Clements?

22 MS. CLEMENTS: Just a comment, not a question.

23 MS. CERTAIN: I'm open for it.

24 CHAIR BOGGESS: All right. Thank you, school
25 district.

1 Thank you to everyone that has provided review
2 and comment to this Commission and members. It is
3 now our turn to deliberate, and I do want to
4 encourage you to ask questions of the applicant or
5 the review team, Charter Institute. This is a
6 fact-finding Commission, and is upon us to hear the
7 recommendations from staff, but come to a
8 high-stakes decision for this applicant and for
9 this district.

10 So with that, are there any questions or
11 discussions from this Commission and members?

12 MS. CLEMENTS: I just want to say -- and I'm
13 sorry, I didn't catch your name. I appreciate --

14 MS. CERTAIN: Tina Certain.

15 MS. CLEMENTS: Tina Certain. I appreciate your
16 comments and concerns. You mentioned that the City
17 would underwrite the budget shortfall. The City's
18 used City resources for this campaign. I see that
19 as a benefit. You know, to me, it's the community
20 coming together and saying this -- you know, we
21 want something a little bit different for, you
22 know, the kids in our area. I think it's a great
23 thing that the City is willing to put their
24 resources. And if that's what the City of Newberry
25 wants, I feel like that's -- that's a wonderful

1 thing, that partnership between the City and, you
2 know, if that is what the community wanted through
3 their vote, I feel like that's a real benefit, and
4 I think it's great, and kudos to you all for
5 putting your support behind what the families in
6 your area want.

7 CHAIR BOGGESS: We're asking for public -- are
8 you asking for another public comment?

9 MS. CERTAIN: I was, yes.

10 CHAIR BOGGESS: Commission, are you asking --
11 are you looking for response from the school
12 district?

13 MS. CLEMENTS: That's it.

14 CHAIR BOGGESS: No?

15 MR. EMERSON: Chair's privilege if you want to
16 recognize her.

17 CHAIR BOGGESS: I would recognize you. Sixty
18 seconds.

19 MS. CERTAIN: I'm having some voice challenges.
20 Thank you for giving me the opportunity to come
21 back. I didn't say that it was a bad thing. What
22 I -- what my point was, is under the current
23 Florida Statutes that are in place, a city is not
24 able to do that, and I think it also gives unfair
25 advantage to the organization that has, kind of,

1 evolved and morphed in order to get this initiative
2 going. The district was not able to use district
3 resources to be against that, but also any other
4 charter school and parents who would support their
5 having a new education opportunity for their
6 students, they wouldn't have that. But the
7 citizens of Alachua County, all over the county,
8 had -- they support and want better for our
9 students in there, and that three times they've
10 approved an additional millage of tax to provide
11 additional guidance counselors. We have media
12 specialists, classroom technology. We have funding
13 of CTE and magnet programs. Those are things that
14 if we simply relied upon the funding, our local
15 funding, as well as the FEFP funding, we may not
16 have to be able to provide all of those things at
17 the high level that we do now.

18 So I don't want it to be interpreted that the
19 citizens of Newberry had to step up to the -- and
20 the City of Newberry had to invest money into the
21 schools because the district was not, or the
22 community was not supportive of them. Alachua
23 County citizens have -- they believe in voting and
24 to assess themselves, to give
25 additional opportunities.

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1 CHAIR BOGGESS: Thank you.

2 MR. CLEMONS: Mr. Chairman.

3 CHAIR BOGGESS: Sir.

4 MR. CLEMONS: I would just like to take 30
5 seconds to clear up a misnomer. There was \$180,000
6 of private funds that was raised from the community
7 to engage in a public campaign for the vote, for
8 the teachers, for the parents. That money did not
9 come from the City of Newberry. It came from
10 private donations from private individuals in the
11 community.

12 CHAIR BOGGESS: Again, thank you to both sides,
13 and the opportunity.

14 Are there discourse from the Commission?

15 MR. MURDAUGH: I have a question, perhaps for
16 Adam, or Mr. Richmond. She suggested that this
17 would be a precedent to use the city in this way.
18 Is that -- is this a precedent? I'm not sure how
19 that influences me, but is it a precedent?

20 MR. EMERSON: We have other conversion charter
21 schools that operate in this state. It is not
22 unprecedented for a conversion charter school.

23 MR. MURDAUGH: I think her point was the
24 precedent was for the a city to do it. Is that a
25 precedent, to be involved in this way?

1 MR. EMERSON: It depends on the governance of
2 the school. It's the governance of the charter
3 school itself is what matters. It's who's going to
4 be holding the contract for the school district. I
5 think the governing board itself has been addressed
6 by the Institute. Correct, Ms. Carello?

7 MS. CARELLO: I'm sorry?

8 CHAIR BOGGESS: Yes, that's what I --

9 MR. EMERSON: The governing body and the
10 charter school has been addressed.

11 MR. MURDAUGH: Again, I'm not sure it's a bad
12 thing, but I'm just curious if it's a precedent.

13 MS. SAYLER: Well, I believe that there are
14 multiple avenues through which a charter school can
15 be formed. There's conversion, there's a -- you
16 know, there's multiple routes to creating a
17 charter, and I believe the comments from the school
18 board member implied that this was a municipality
19 forming the charter, but I understand that this is
20 a independent group that has partnered with their
21 municipality, and they are forming a charter
22 conversion of an existing public school. This is
23 not run by or secretly run by the city. On the
24 face of that, I do not see that that is the case.
25 It appears there's a partnership.

1 MR. EMERSON: Yeah. Mr. Chair, for the rest of
2 the Commission, the distinction -- there is such an
3 animal in charter school law as a charter school in
4 municipality. Its governing body is literally the
5 municipality. That is -- that is different here.
6 The governing body in this case is not the
7 municipality itself. Is that correct, Ms. Carello?

8 MS. CARELLO: Yes.

9 MR. EMERSON: It is an independent board. They
10 may be partnering with the city, but it's not the
11 city who's holding the charter.

12 CHAIR BOGGESS: I think that is the
13 clarification that we were seeking.

14 Commission members, any other dialogue,
15 discourse that we'd like to have?

16 MS. SAYLER: I wanted to ask a question about
17 facilities. A couple of times in the comments from
18 multiple parties, there were comments about the
19 campus and it being landlocked and there not being
20 room for additional portables. There was public
21 comment about where would you put them, you can't
22 put them on the playground. So I would be
23 interested in some comments from the parties about
24 that issue, specifically.

25 CHAIR BOGGESS: The applicant. I'm asking the

1 applicant to respond.

2 MR. DANNE: For the facilities, this has been a
3 problem that began before I even moved to the City
4 of Newberry, in terms of the size, in terms of our
5 facilities, and we are looking to address that
6 through a plan in which we're planning for growth,
7 or planning to bring all the kids that are within
8 Newberry. That's also part of our overall goals as
9 a community school. And so there are options
10 available on the table as far as, number one, the
11 already-existing portables that are there today.
12 Those are aging, and we may look at -- there are
13 other alternatives, such as double-story options.

14 There are also options that we would like to
15 engage in, should we get your approval here today,
16 to discuss with the City what available land they
17 have that is available nearby. They have a lot
18 across the street, that is something that we would
19 be interested in partnering with the City.

20 So those are goals that we do -- that is not
21 just on paper what our plan is to engage in, but
22 also additional endeavors that we hope to engage in
23 and hopefully serve our community. But that's the
24 ultimate goal, is to put together a plan to address
25 what the community's concerns are, which are, we're

1 growing, we have a school that needs to increase
2 its capacity. We'd also like our fifth grade back.
3 So on paper, we put together all the key points to
4 address that, and then hopefully -- well, not more
5 than hopefully, we already discussed with the
6 Mayor, there are those options that potentially are
7 on the table that we can explore further and
8 address that. I hope that answers your question.

9 VICE-CHAIR LEGG: Can we get a response from
10 the school district?

11 CHAIR BOGGESS: School district, can I have a
12 response from you?

13 MS. CERTAIN: The question she was saying,
14 there was mention to that, the school district --
15 and I didn't bring the plat with me, but the
16 citizen mentioned that there's a homeowner on one
17 side, a cemetery on one, so right now it is a fact
18 of the school is one story and there are multiple
19 portables. The district -- so I think a couple
20 more may be able to -- nine more, to maintain play
21 space. There were plans to redevelop the school to
22 expand capacity. Now that we have the half-cent
23 sales tax, it is out on the line. There's some
24 contention about changing the order of the work
25 plan during the pandemic. That didn't go forward

1 because there's some objections on -- you know,
2 from somebody's, but we're not sure -- the district
3 is not sure how the proof it wants to convert the
4 school will expand capacity to have 1,100 students
5 on that campus.

6 We don't -- we don't see it happening. As we
7 said, we -- I told you, we have fifth graders
8 currently located on the middle school campus, and
9 recently that -- there was a whole new wing that
10 was added. There are two-stories at the middle
11 school. So I'm interested in hearing how they plan
12 to do that. I don't -- I don't know of two-story
13 modular buildings that exist, but I'm not -- I'm an
14 accountant. I'm not in the construction field,
15 so -- but we do know that there are -- the district
16 knows that there are capacity issues at that
17 school, as well as a couple others in the west.
18 And in 2018 is when we, the voters, approved the
19 sales tax. We started collecting in '19 to be able
20 to try to address issues in our community. But
21 that is one of the issues that we have with the
22 plan, as was noted in there.

23 CHAIR BOGGESS: Thank you. Ms. Carello,
24 anything that you would add as part of the charter
25 application aspect when it comes to the facilities

1 and the forecasting?

2 MS. CARELLO: The reviewers of the application
3 did ask these kind of questions. We meet as a
4 review group to discuss, kind of, what was clear in
5 the application, what was less clear in the
6 application, and then we meet again with the
7 applicants. And so I don't remember what -- which
8 meeting it was in, but that was, you know, just a
9 topic of discussion, well, what do you do in this
10 situation. And both parties have presented
11 multiple options available to the school, and it's
12 difficult sitting here today, I'm sure you have all
13 faced this in one way or another with your business
14 or your schools, to say, five years from now or
15 four years from now, we need -- we think we need
16 this kind of space, let's start to look at it, but
17 the plan isn't fully developed. And this crowd,
18 this applicant, was very thoughtful in presenting
19 what the options were without nailing down any one
20 specific plan, because there is time between now
21 and then to do additional investigation and due
22 diligence.

23 VICE-CHAIR LEGG: Just a comment. I think with
24 charter schools having a little bit more
25 flexibility, they're able to pivot a little bit

1 easier than a larger district. Would -- could I
2 just ask a question?

3 CHAIR BOGGESS: Please do.

4 VICE-CHAIR LEGG: Can you talk about the -- I
5 know they had mentioned, including all the kids
6 from the area. How does that work? Can you just
7 explain how that works, that when that conversion
8 happens, and how those kids will all be included,
9 that that would be an option --

10 MS. CARELLO: I will rely a little bit on the
11 Department, but the kids that are in the school
12 currently will be able to go there. Right. They
13 have a transportation plan for students outside of
14 a mile radius, I think it's -- if they're inside a
15 mile, they kind of are responsible, for the most
16 part, to get themselves to school. But then their
17 radius expands to at least, I think, six or seven
18 miles. I don't remember exactly what it was. And
19 if they are farther than that, their transportation
20 could cover it. It just depends on the plans that
21 they put in place.

22 CHAIR BOGGESS: Commission members, after now
23 discourse, discussion, clarification and question,
24 does anyone have a motion on our Newberry
25 municipal -- Newberry charter application?

1 MR. EMERSON: Just a point of clarification,
2 Chair, if I may. The recommendation from the
3 Department and the Institute is to approve the
4 application. Of course, when a member makes a
5 motion, they should be saying whether they're going
6 to make a motion to accept staff recommendation to
7 approve the application, or make a motion to deny
8 the application.

9 CHAIR BOGGESS: Thank you, Mr. Emerson.

10 MS. CLEMENTS: I'll make a motion to approve.

11 CHAIR BOGGESS: Motion to approve from Ms.
12 Clements. Do I have a second?

13 MR. MURDAUGH: I'll second.

14 CHAIR BOGGESS: Mr. Murdaugh seconds. All
15 those in favor.

16 (Chorus of ayes.)

17 CHAIR BOGGESS: So with that, we have the
18 approval of Newberry Community School. At this
19 time, we will take a five-minute recess and reset
20 for the charter school application for Bradenton
21 Classical Academy.

22 (Brief recess.)

23 CHAIR BOGGESS: All right. Let us come back
24 together. Let the record reflect that we are down
25 Jana Sayler. She had to move on to her next

1 appointment. And at this time, we still have a
2 quorum for the Florida Charter School Commission.

3 Next on our agenda is moving to charter school
4 application for Bradenton Classical Academy. I'd
5 like to recognize again, Mr. Adam Emerson,
6 Executive Director of the Office of Independent
7 Education and Parental Choice at the Florida
8 Department of Education, to present the evaluation
9 and recommendation of this application.

10 Mr. Emerson, you have five minutes.

11 MR. EMERSON: Thank you, Mr. Chair. And
12 similar to the last application, this application
13 was reviewed by a team with the Florida Charter
14 Institute that included a capacity interview.
15 Unlike the previous application, this is a
16 recommendation for denial, and to explain the
17 review process and what led to this conclusion; and
18 ask for the Chair's permission to bring up
19 Christine Noe.

20 CHAIR BOGGESS: Please do so, Mr. Emerson.
21 Thank you.

22 MS. NOE: Thank you. Do you mind if I stand
23 over here?

24 CHAIR BOGGESS: Yes. No, please do.

25 MS. NOE: Okay. So just a little bit of

1 background about this application. They have
2 applied to the district multiple times. And if you
3 look at your list here, they've applied to us two
4 official times, but one time we actually allowed
5 additional information to be submitted. So we have
6 really worked to try to figure out how we can get
7 this application to be approvable. And I'll say
8 that we have a very experienced team of reviewers
9 and spent a lot of time -- and, I mean, the biggest
10 thing that we look for is wanting the application,
11 the applicant group, to be successful and to know
12 that they can open a successful charter school.

13 And so with that, there are some, you know,
14 strengths in the application. One of the biggest
15 strengths that we saw was their partnership with
16 Hillsdale College and classical education. So this
17 is a classical education school. It's not new to
18 Florida. We have quite a few of them in Florida.
19 But one of the things that we found with the
20 classical schools, and with this application, is
21 there with the partnership with Hillsdale College,
22 it's not a Florida-based institution. And so in
23 their curriculum plan, which was extremely
24 detailed, there was no plan to align their
25 curriculum with Florida Standards. And so, for

1 example, like, fourth grade is very Florida-focused
2 as it relates to history; fifth grade, Florida and
3 U.S. History infused throughout; eighth grade,
4 Florida history -- how it impacts American history.

5 And so the team, really during the capacity
6 interview, worked to try to tap into their
7 understanding of connecting Florida Standards with
8 the classical curriculum. And we spent a lot of
9 time with the applicant group, and wanted to gather
10 more information to understand what that plan would
11 even look like. And so the second time they
12 submitted, we did a deep dive into the curriculum,
13 and actually had somebody who has classical
14 background experience go through this 450-page
15 document of the curriculum and really look at it as
16 it -- next to Florida Standards, and see. And so
17 then we really dug into, during the interview, what
18 is your plan to align that curriculum?

19 And then the other piece that we really spent
20 a lot of time on was, sort of, the budget and
21 understanding the alignment of all of the proposed
22 things in the application with the implications on
23 the budget, and making sure that if you said you're
24 going to have a special education teacher, you show
25 that in the budget, and understanding your

1 responsibilities towards the special education
2 requirements.

3 And so the application -- overall, there were
4 seven sections of the 22 that met the standard,
5 there were 11 sections that were partially meets
6 the standard, and two sections that do not meet.
7 And at its surface that sounds like, well, that
8 should be, you know, probably pushing forward, but
9 when you look at the weighting of those sections
10 when they do not meet -- and so our team actually
11 looks at, kind of, does it meet the standard, what
12 the statute requires, does it approach it, or does
13 it fall below it? And so there was a lot of
14 discussion with our internal team. A lot of these
15 sections that were even partially meets, that it
16 was almost does-not-meet and approaches the
17 standard.

18 So, you know, we really wanted to work with
19 them. We've had lots of conversations. I do think
20 a classical education school is a great thing here
21 in Florida. I think there are a lot of successful
22 models. I think they've partnered with some
23 other -- Tallahassee Classical and some other
24 schools. We just -- we could not stand here and
25 say we recommend approval, because the charter

1 application also fuses into the Charter Schools
2 Program Grant, the charter contract, and all of
3 these other pieces. And so the way that we
4 explained it with the applicant group was it is
5 sort of like a sweater. If you pull something on
6 your sweater again, you've got -- and then all of a
7 sudden you get a thing up here. Well, that's what
8 happened with the multiple times when they
9 submitted their application. It was like, okay, so
10 now your safety and security section meets the
11 standard, however, you didn't attribute, you know,
12 those positions in your budget.

13 So there were multiple instances of that. And
14 so we just, the review team and all of the
15 contemplation that went on with the staff, didn't
16 feel that this was something that we could
17 recommend approval. And so the DOE team also
18 reviewed this and concurred with our assessment of
19 this. And so that's where we are today. And we're
20 hopeful that they'll go back and do a complete gut
21 job and bring it back and take all the information
22 and come back, hopefully with an application that
23 we can recommend approval.

24 CHAIR BOGGESS: Thank you, Mr. Emerson, Ms.
25 Carello. Questions for either one or both.

1 Hearing none. Thank you, both.

2 Next, I'd like to recognize a representative
3 from the applicant group to provide their own
4 overview of the application. Again, I welcome you
5 to the podium, and you two have five minutes.

6 MS. ROLAND: Thank you, Commission, for giving
7 us this time. My name is Karen Roland. I am a
8 business -- I am a co-founder and a consultant for
9 Bradenton Classical Academy. I'm here today with
10 Sherri Davidson, who is our Board Chair.

11 We want to thank you for giving us this time
12 to meet with you. It is unfortunate, and it really
13 saddens me, that it's necessary for us to take this
14 time to provide you evidence that the
15 recommendation for denial by the Florida Charter
16 Institute is inappropriate for four reasons.

17 First, the recommendation is based on
18 statements made by reviewers that lack factual
19 basis. There are some concerns that are noted,
20 that are noted two to three times in one section,
21 which makes the section look more grievous than it
22 really is.

23 There is a disregard for several pieces of
24 evidence taken from the application and responses
25 from the capacity interview, and evidence of the

1 other high-performing Hillsdale Member Charter
2 Schools in the state of Florida. Currently, there
3 are seven schools in the state of Florida that are
4 Hillsdale and they are all meeting state standards.
5 As stated during the capacity interview and stated
6 in the application itself, BCA is committed to
7 partnering with them and following their programs
8 to be as a role model to meeting our state
9 standards. In addition, FCI relied on an evaluator
10 who stated, for an example, and I quote,
11 "curriculum which is aligned with Common Core, but
12 not with the Florida Next Generation." Actually,
13 Next Generation was moved away in the state of
14 Florida in 2023 and replaced with BEST.

15 Second, our school was, in fact, recommended
16 for approval in November of 2024 and was told we
17 would have to resubmit prior to -- because we used
18 a prior version of the template. The early
19 application had been reviewed by FCI, the Florida
20 Charter Support Unit, and other charter school
21 specialists in Florida, and we were allowed to move
22 forward. The new template included five modified
23 sections, of which only three sections had changes
24 in the prompts, and two of those prompts were
25 already answered in our original application. In

1 essence, we only had one prompt that we were
2 missing in the answer for.

3 We resubmitted the updated template with some
4 modifications in some sections to clarify some
5 statements and to respond to some
6 previously-identified concerns. We kept most
7 sections and responses the same, as they had
8 already been approved. It is concerning that
9 previously-challenged statement -- or
10 previous-approved statements are now challenged.
11 Nine sections originally met expectations and now
12 are partially meets, and two partially meets now
13 does-not-meet, all that little to no changes to the
14 application.

15 The third and second capacity interview
16 included three of eight panel members. That's a
17 third of the panel that can be considered as having
18 conflicts of interest. One individual, recently
19 retired from a classical curriculum company, in
20 which she founded and whose website states they are
21 moving into the Florida market. This curriculum is
22 different than the Hillsdale curriculum. Two other
23 evaluators are employed with a consulting
24 organization who applied to be a service provider
25 for BCA, but we did not choose their organization.

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1 Four. The several statements in the denial
2 recommendation are based on criteria added by the
3 FCI during the review process that do not meet the
4 Department of Education Rule 6A-6.0786(2), which
5 states, quote, "sponsors" -- here, FCI -- "shall
6 evaluate using Form IEPC-M2, Florida Charter School
7 Application evaluation instrument." FCI documented
8 that it used an expanded version of the evaluation
9 instrument that included, quote, "extra
10 expectations" and look-fors. In fact, 32 percent
11 of the concerns attributed to -- attributed to
12 these extra expectations. BCA was not provided
13 prior notice that additional information outside
14 the application template was needed and these
15 expanded expectations were used in the evaluation
16 for denial.

17 In attempts to prevent the school -- prevent
18 the school and the state a significant time and
19 money in an appeal process, which can go to the
20 scholars, we sought the assistance of the Inspector
21 General of the Governor's Office and FLDOE. In
22 interest of full transparency, Governor DeSantis
23 and Commissioner Diaz were included on these
24 submissions. It was our hope that these leaders
25 and inspector generals could see the issues in the

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1 review process and provide a re-review prior to
2 this meeting, or to have our factual evidence added
3 to the evaluation documents. In this way, the
4 committee could have a more complete perspective of
5 the application and evaluation process before
6 making a decision.

7 If you do not have a copy of our request, I
8 have copies for you, if you will take them. This
9 document here contains only a sample of the
10 inaccuracies from the review, and we can discuss
11 things more in specific. Bradenton Classical
12 Academy requests that the Commission upholds the
13 original approval recommendation from the November
14 '24.

15 We thank you for giving us our time to speak
16 with you today, and we welcome any questions.

17 CHAIR BOGGESS: Colleagues on the Commission,
18 questions, clarification for Bradenton Classical?

19 MS. NOE: Chair.

20 CHAIR BOGGESS: Yes, ma'am. Go ahead, Christy.

21 MS. NOE: So part of the discussion was the
22 second submission that they submitted the
23 application. When they submitted the application,
24 they showed up to the capacity interview with a
25 back office service provider, which was not listed

1 in the application. And so we went outside and we
2 spoke to Mr. Emerson's office and said, would it be
3 okay to not make any kind of recommendation right
4 now, ask for more information, because there's
5 another form that's required if you're going to
6 engage with someone like that, and gather that and
7 see the implications on the budget? And so we
8 gathered that, again, trying to give another
9 opportunity to see if this was approvable. And so
10 we compiled all that information. We sent it to
11 DOE. And at the time, it was a partial, we are
12 okay with this, we -- and when DOE's general
13 counsel went through it, they realized that there
14 was significant information missing.

15 So when that happens, because of the process
16 that FCI, we have a team of very experienced
17 reviewers, and it goes to DOE, they do another
18 review, and then the report gets compiled and sent
19 to you. So it's almost like a double-check of all
20 the work. So when we realized that there were some
21 missing information that was critical, that was in
22 statute the year previously, that was not
23 addressed, we actually got a whole new team of
24 reviewers, and we said, all right, let's roll up
25 our sleeves and really -- we need to make sure that

1 when we say yes to this application, and it goes to
2 DOE and comes to you, it is ironclad without any of
3 these strings that get pulled.

4 And so that was our approach. And the person
5 that she's speaking about, who was one of the
6 reviewers, is extremely familiar with Florida
7 because they have an approved application in
8 Florida so -- and she no longer works for that
9 company, and we put -- she's a classical education
10 person. So it was our goal to make sure that we
11 had a strongly-experienced classical education
12 person looking at the curriculum.

13 So, I mean, we have -- we're not trying to say
14 we just don't want this. We want to make sure that
15 this application and this group is going to be
16 successful. And of probably the 15 or 18 people
17 that have reviewed this application, none of them
18 said, yes, with a strong, you know, feeling that
19 way, that all of the pieces, that it would be
20 successful.

21 And so that's kind of where we are. And I
22 just -- you need to understand the context of how
23 we got to this second denial place is that once it
24 kind of moved up, it was going to come to you all,
25 and then it came back and said, whoop, there's some

1 hold, we need to -- so we went at it with an
2 approach to make sure that when we said, okay, this
3 looks okay, and pushed it to DOE, there weren't
4 going to be any problems. And so that's why, once
5 we really -- and we used the standard instrument.
6 We used the evaluation instrument. We didn't
7 deviate from that. So -- but we did apply all of
8 the statutory, you know, requirements to that
9 application.

10 CHAIR BOGGESS: Thank you, Ms. Noe.

11 Just to clarify. Statement made around 2024
12 recommended approval was given to Bradenton
13 Classical. Is that factual or not factual?

14 MS. DAVIDSON: We made a recommendation to the
15 Florida DOE that it was approvable. Honestly, I
16 think both Adam's office and Vicki, along with the
17 lawyers, said, oh, wait a minute, there actually
18 were safety issues. It was --

19 MR. EMERSON: Yeah, it was an older
20 application. The application had been amended at
21 least twice since that time.

22 CHAIR BOGGESS: Yeah. So then revision process
23 takes place, which then leads us to today's
24 Commission review.

25 MS. NOE: Right.

1 MS. ROLAND: And if I can, if you don't mind.

2 CHAIR BOGGESS: Yes, ma'am. Bradenton
3 Classical.

4 MS. ROLAND: Our safety section, on this
5 current application, meets expectations. And so
6 whatever we did we now need. We only revised the
7 application once, once we were told we needed to
8 resubmit because of the improper form. And again,
9 I reiterate that there was only one statement that
10 was a difference between the -- that we did not
11 address in the original application. Everything
12 else was addressed in the original application.

13 So we made minor -- because we were, we were
14 told verbally that we needed to address these few
15 things that were not in the original template, and
16 that we would be able to probably not have to go
17 through a capacity interview, which we did, and we
18 were told that we -- verbally -- that we would
19 probably get the approval. But then, when we turn
20 around and we find all these expanded expectations.
21 If I would known that these extended expectations
22 were required, we would have written it. However,
23 we do have a -- we do have a page limit. And so
24 that kind of, like, really threw us for a loop,
25 because we're like, whoa, wait a second. And we

1 did discuss some of these things.

2 And when it comes to the State Standards, you
3 know, we are fully -- as I stated, we are fully
4 committed to following the State. We support the
5 State. We support State Standards. We have all of
6 our -- one of our goals in the program is that we
7 will have management oversight and that a strategic
8 management goal is that student performance on
9 standardized tests annual -- and the annual half
10 gap between the baseline, we're making progress.
11 Right. Our academic goals is the
12 BEST-Standard-aligned assessments. We're going to
13 be doing about 12 different types of testing on the
14 BEST standards.

15 We're aligning with -- we're already in
16 communication with all the other Hillsdale schools
17 who are A-B schools. How are you meeting these
18 standards? All of that was in the application.
19 All of that was discussed in the capacity
20 interview. When we have 32 other questions that
21 came out of -- or 32 percent of our concerns, we
22 did not know that these -- we needed to answer
23 these things. And so we feel that it was very
24 unfair, and that's the reason why we turned to the
25 Inspector General's offices.

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1 We would love to not have to go through an
2 appeal process because of the way the process
3 happened. That's going to cost -- that's going to
4 cost us money, it's going to cost the State money
5 and time. We believe in our application. We
6 believe in Hillsdale. We believe in the Hillsdale
7 seven other schools that are being successful in
8 the state. We are committed to being one of those
9 high-performing schools and using Hillsdale and
10 these other schools as our partners.

11 VICE-CHAIR LEGG: May I just ask a question?

12 CHAIR BOGGESS: Yes.

13 VICE-CHAIR LEGG: But in the new application,
14 we're not seeing that the stand -- I know that
15 they're saying that they're committed to doing
16 that, and that's awesome, but it's not aligning
17 with the standards in the application.

18 MS. NOE: Yeah. So, I mean, part of what the
19 team was really trying to look for was, even if
20 they weren't aligned in the application, the
21 capacity interview gives them the opportunity to
22 talk about what their plan is for alignment. And
23 one of the statements, I believe it is in the
24 transcript, was they would rely on the district
25 and -- or DOE. And DOE and the district do not --

1 they're not in the business of helping schools
2 align their standards. So the lack of awareness
3 and intentionality about how it aligns, was one of
4 the big pieces that we were concerned about.

5 MS. DAVIDSON: Can I -- so two of the
6 statements were that two of our curriculums would
7 not set up to State Standards. Those include
8 Singapore Math dimensions, which we have proof that
9 it does align, and we also have information from
10 other Hillsdale schools on how those parts that do
11 not align, how we will be able to work with those
12 children to make it align, and it's just using the
13 same program in a different way.

14 We also were told that Learning A to Z is
15 three cueing, and we were told we could not use
16 three cueing. We have a statement from Learning A
17 to Z that states they are not three cueing, and on
18 their website, they have proof that they are not.
19 So those are just two of the statements that are
20 told -- we are told that we do not meet State
21 Standards, and we actually do.

22 MS. ROLAND: So my statement actually in the
23 capacity interview, and I quote this, "Hillsdale's
24 College has multiple schools within the state of
25 Florida that are highly successful and are meeting

1 the State Standards. We also have opportunities to
2 work directly with other successful schools in the
3 state. So if we were developing something along
4 the lines that Manatee County or FLDOE decided that
5 we were not meeting State Standards, we would turn
6 to our partners and our sister schools in the state
7 of Florida, who are doing and -- who are doing it,
8 and who would -- we would use their resources,
9 their BEST practices, to guide our resources and
10 our BEST practices."

11 So that partnership with Hillsdale and the
12 other classical schools within the state that are
13 successful would be our guiding path to making sure
14 that we are meeting those standards. Because the
15 standards are there for a reason, the regulations
16 are there for a reason, we don't want to ignore
17 them. The value of working with the Florida
18 Consortium Charter School Unit is so that we can
19 make sure we're all compliant.

20 So we're not looking at doing this in a
21 vacuum. It is not Bradenton Classical is going to
22 try to meet our own standards. We will be
23 partnering with FCI, the Florida Charter
24 Consortium, the Charter Support Unit, the other
25 seven schools, our sister schools, to make sure

1 that we are meeting standards.

2 How do we know we're meeting standards? We've
3 got our state standard test. We've got management.
4 The board has a strategic management goal that
5 student performance is going to be one of our main
6 things that we are focusing on. How do we know
7 we're meeting standards? It's by the BEST
8 standards. If we're not meeting those BEST
9 standards, if we're not teaching those BEST
10 standards, those dollars are not going to meet BEST
11 standards, of course.

12 CHAIR BOGGESS: Commission, any further review
13 or questions?

14 VICE-CHAIR LEGG: And just -- in other
15 applications that you have, you see that alignment
16 there. And to your point before, that document
17 helps to drive all the other documents that come
18 afterwards. So that's important to have that
19 alignment spelled out in that -- in that
20 application.

21 MS. CARELLO: Well, then can I chime in? So
22 the other -- and listen, I honestly really liked so
23 many parts about this application, but there were
24 also parts of it that, just to build on her analogy
25 of the pulling of the sweater, I use it's a spider

1 web, a charter application is like a spider web,
2 and when you jiggle it in one place, it jiggles all
3 around, and you have to make sure that it holds
4 together.

5 So, for example, their fiscal process didn't
6 always align because they had made changes based on
7 our requests, and mentions, maybe prior submissions
8 to the academic program. And so there were some
9 positions that they mentioned in the process that
10 did bring the application that didn't show up in
11 the budget, and then the budget didn't align, and
12 other things that didn't align.

13 So at a certain point, I think this applicant
14 group was, unfortunately, a victim of they had now
15 changed so much of the sweater around that it
16 couldn't be connected. And because, again, and
17 Christy said this in her opening remarks, because
18 it's the foundation for the charter contract and
19 the CSP contract and other things, I wish that the
20 applicant group had taken more time to go back
21 through it and align all of those things and then
22 present it to us.

23 And I -- really, I understand the frustration.
24 I don't -- obviously, I'm not in your shoes, but I
25 really wish that would have happened, and we'd just

1 be having a different conversation here.

2 MS. DAVIDSON: Comment to that. We never heard
3 anything in the first capacity interview, in the
4 recommendation, that we did not show alignment. We
5 did not hear any of that until our second capacity
6 interview. It would have been nice to know that.
7 The only thing we heard was that we need to get rid
8 of anything that shows three cueing, and we need to
9 beef up our safety and security. That's all we
10 were told.

11 MS. ROLAND: In the original application, our
12 strengths, and I quote, the original application
13 quoted, "that the use of the plan book or similar
14 software to import Florida Standards as teachers
15 develop lesson plans and allow digital sharing with
16 administrators and other teachers." This is an
17 important when implementing the educational model
18 that it is not based directly on the Florida
19 Standards. It can help ensure that it fully
20 incorporates the requirements and the expectations
21 of both the State and the classical.

22 Now we hear today that we're not meeting -- we
23 don't have mechanism to meet State Standards. So
24 at one point we did, and at another point, we
25 didn't. We did not make substantial changes other

1 than adding in what would we do for scholars who
2 are not meeting the math and -- the math area. So
3 we have -- we're getting conflicting messages,
4 unfortunately.

5 CHAIR BOGGESS: Thank you, Bradenton Classical.
6 I have one last question, unless my colleagues
7 have others.

8 MS. NOE: But I think the school district is
9 here.

10 CHAIR BOGGESS: Well, this is still on the --

11 MS. NOE: Okay.

12 CHAIR BOGGESS: Just an effort of transparency
13 and due diligence, statement made around an IG
14 report, Governor DeSantis, Commissioner Diaz, I
15 turn to Mr. Emerson or Ms. Carello, is there any --
16 to your knowledge, anything to this and is there a
17 final report that has been issued, or anything to
18 that effect that this Commission could benefit
19 from?

20 MR. EMERSON: Thank you, Mr. Chair. The letter
21 was received by our Department's Inspector General
22 and our Commissioner and our Governor's office.
23 And it was -- it was -- we had not taking action on
24 it. This was for the Commission to resubmit some
25 parts of the application.

1 CHAIR BOGGESS: Excellent. Thank you. Again,
2 I know that's outside the scope of the charter, but
3 I wanted to make sure I made mention and had the
4 dialogue today.

5 All right. If that is nothing more for the
6 applicant, we will move forward to the school
7 district. Ladies, thank you for your time.

8 MS. ROLAND: Thank you very much.

9 CHAIR BOGGESS: Next, I'd like to recognize a
10 representative from the school district to address
11 the input that was provided to the Commission
12 during the application review period.

13 MS. BRESLIN: Good morning. Thank you all for
14 this time. My name is Lori Breslin. I'm
15 representing the School District of Manatee County.
16 I'm the Executive Director of Student Support and
17 Family Engagement, and under that umbrella is our
18 charter department. I've also been Executive
19 Director of Curriculum and Instruction and a
20 principal, as well. So lots of experience in
21 schools and successful schools.

22 We saw in our review, and I've read this
23 application in six different versions over the past
24 year since they have applied, first in Manatee
25 County. A lot of parallels that we saw with the

1 FCI review, but in speaking specifically to what we
2 noted as a district, and when we do our review,
3 it's very thorough process with our Finance
4 Department, safety and security curriculum, much as
5 the FCI Committee seems to do, as well.

6 We did note major concerns with the
7 curriculum, and it goes not only into alignment
8 with the State Standards. And, yes, we did notice
9 reference to Core, the Next Generation would be the
10 science standards, which, of course, are still in
11 use. We noticed also concerns related to
12 instructional minutes, as required by statute when
13 it came to reading and math instruction, really,
14 lack of evidence to support the statutory
15 requirement for MTSS and tiered interventions.
16 Those concerns definitely stood out to us.

17 We serve roughly 55,000 students in Manatee
18 County. We have 67 schools. Of those, 16 are
19 charter. Twenty percent of our students are in
20 charter schools. We're very proud of that
21 partnership and the choices for our families. It's
22 really important that we continue to allow those
23 choices for our families and that we continue to
24 grow really in that -- those options for students
25 in Pre-K all the way through 12th grade. So we

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1 take this work very seriously.

2 We could not come to an approval to bring to
3 our board, and when we saw the application with the
4 State, we found many of the same inconsistencies
5 and errors. It's not anything to do with the
6 Hillsdale curriculum. We absolutely think that can
7 be successful. It's almost like a house has been
8 added onto over and over, and it just now has --
9 lacks the flow and the systems needed. And I'm
10 afraid students are going to get stuck in a school
11 where there's not capacity to support those
12 students.

13 We do see major concerns with the financial
14 aspects. That is probably the biggest concern. We
15 did see safety and security concerns. They said
16 they have fixed that. I have not verified that
17 that has been fixed, but we definitely saw that it
18 wasn't aligned to House Bill 1473. If they fixed
19 that, that's fantastic. But the financial aspects,
20 every time they add on staff members to support a
21 statutory requirement, and then they don't reflect
22 that in the budget, and it's happened time and time
23 again, it just goes back to that capacity.

24 It is not easy to run a school. It's not for
25 the faint of heart. And to run a school in an

1 independent status is also not easy. If you're
2 lacking the financial, sound budget requirements,
3 you're going to get caught in a situation where
4 we're not able to serve students, and that is our
5 major concern.

6 Of course, if the Commission decides to
7 approve, we will support the charter, just like we
8 do all charters, but we have very large concerns
9 over this particular charter. We continue to
10 approve and get other charters through our
11 district, but in this one, we were not able to, and
12 at this point we do not -- or if it was up to us,
13 we would be voting for a denial. So I thank you
14 for your time today.

15 CHAIR BOGGESS: Colleagues, this is your time
16 for the school district. Comment, question?

17 Hearing none. Thank you.

18 We do have comment cards available for this
19 particular application, if there is anyone here
20 from the public to speak on Bradenton Classical and
21 its potential of approval or denial today, now is
22 that time to come get a comment card.

23 Hearing and seeing none.

24 Thank you to everyone that has provided
25 reviews and comments to this Commission. Members,

1 this is our time again to turn to deliberate. I
2 want to remind you all that you may still ask
3 questions, not only to the applicant or the review
4 team at the Charter Institute. Again, this is our
5 time for discussion. I would open the floor to my
6 colleagues.

7 MS. CLEMENTS: I would say that to the comments
8 made by the applicant, we have to make a decision
9 today based on the plans that you all have today.
10 And I heard a lot of your comments were others --
11 there are other schools out there that have done
12 this, they have been successful, we'll rely on
13 them, we will work with them. But we can't rely on
14 how you may or may not talk to those schools and
15 how they may or may not choose to help you. You
16 know, we have to have a sound plan today as to
17 how -- like, those things have already been done,
18 and the alignment has already been done.

19 So I think that's just tough for me to rely
20 on, you know, other schools helping you do the
21 alignment that, you know, they did in their
22 application already, and obviously it can be
23 successful, but I think we just have to have that
24 already done, and the t's crossed and i's dotted,
25 you know, before we can approve.

1 CHAIR BOGGESS: Thank you, Ms. Clements. I
2 will echo those comments.

3 If I could ask a question to Ms. Noe. Out of
4 the, I believe you stated 22 different type of
5 standards, how many met approval and how many did
6 not?

7 MS. NOE: So this application that you all have
8 before you today, it meets in seven of the
9 sections, it partially meets in 11 of the sections,
10 and did-not-meet in two of the sections. And the
11 does-not-meet was section three and four, which is
12 sort of the heart of the application, the
13 educational program and the curriculum plan.
14 Partial meet was also the budget. And so -- and
15 that was a push to make it a partial.

16 So we had lots of discussions, you know,
17 because we felt like they cleaned up some of the
18 issues, but it was on the fence. And so, you know,
19 for a sound school, you want to have a sound
20 financial process and plan, and so that weighs
21 heavily on figuring out whether or not they're
22 going to be successful in implementation.

23 CHAIR BOGGESS: Yeah. So I asked you to repeat
24 that for myself and this Commission, only to say I
25 heard that as a recurring theme. School district

1 spoke on the same type of commentary, and I want to
2 make sure that there was congruency in what we were
3 hearing both from the applicant, the Institute and
4 also the school district. So thank you.

5 MS. ROLAND: If I may.

6 CHAIR BOGGESS: This is our Commission's time
7 to ask questions, so I'm going to hold and allow
8 them that opportunity.

9 VICE-CHAIR LEGG: I just have a comment.

10 CHAIR BOGGESS: Yes, ma'am.

11 VICE-CHAIR LEGG: While I love the idea of it,
12 I love all things charter and classical, and I
13 think that's amazing, I think for them, I think
14 it's really important that those alignments are
15 there and ironclad before moving forward, just for
16 their success, more than anything. And I think
17 listening to people who really know charter schools
18 or the district, who really knows that budget
19 process as well, I think that's really important
20 for us to consider that moving forward, you know,
21 it's really important to have that alignment.

22 MS. CLEMENTS: And ultimately, we want to see
23 schools be successful, and financial reasons are,
24 like, the number one reason charter schools fail.
25 So we -- we don't want to see anyone fail. We

1 don't want to approve a school that is
2 potentially -- you know, potentially going to have
3 those issues.

4 CHAIR BOGGESS: I would provide you this
5 opportunity, but I would keep it at 60 seconds.

6 MS. ROLAND: That's fine. So there were three
7 concerns in the budget in this last go-round. One
8 is that there was no Latin teacher. However, there
9 is a world language teacher in the budget. Another
10 is -- the other concern is that we use the '23-'24
11 worksheet instead of the '24-'25 and that was
12 because the budget -- the timing of when the budget
13 was created to the time of we received the
14 additional information.

15 The positions that they are talking about,
16 there is really one which was the specialist
17 education individual. That individual, we don't
18 necessarily have the funds for it. It is not a
19 required position. And as we get the grant money
20 from the IDEA, we would be able to start working at
21 funding those. Our entire budget is based on the
22 recommendations and statistical analysis that was
23 used by the Charter Support Unit's budget template.
24 So in the second go-around, we met -- we only
25 met -- we had three concerns in the budget. We

1 fixed everything in the budget, and we do have a
2 solid budget.

3 The other issue I wanted to bring up is either
4 the does-not-meet -- or I'm sorry. I'm sorry. Out
5 of the partially-meets, four of those sections had
6 one concern, and we can definitely say that those
7 concerns in those four sections were either
8 expanded expectations or the information is in the
9 document.

10 CHAIR BOGGESS: Thank you. Last call on
11 deliberation.

12 Mr. Emerson, we have a approval coming to us
13 from the Commission and from your team. At this
14 time, is there a motion for approval or denial of
15 Bradenton Classical?

16 VICE-CHAIR LEGG: I would make a motion that
17 based on the recommendation, that at this time we
18 would deny.

19 CHAIR BOGGESS: Okay. Vice Chair Legg has made
20 a motion for denial. Do I have a second or
21 opposing opinion?

22 MS. CLEMENTS: Second.

23 CHAIR BOGGESS: I have a second from Ms.
24 Clements. I'll say, all those in favor.

25 (Chorus of ayes.)

1 CHAIR BOGGESS: Bradenton Classical, I wish you
2 nothing but the best in your next steps, and what
3 that means is you continue to push classical
4 education in the state of Florida.

5 With that said, Mr. Emerson, I think that
6 concludes today's agenda.

7 Do I have a motion for adjournment?

8 MR. MURDAUGH: I'll make that motion.

9 CHAIR BOGGESS: All those in favor.

10 (Chorus of ayes.)

11 CHAIR BOGGESS: Thank you. Thank you all for
12 coming out.

13 (Whereupon, the proceedings concluded at 11:47
14 a.m.)

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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF LEON)

I, DANA W. REEVES, Professional Court Reporter, certify that the foregoing proceedings were taken before me at the time and place therein designated; that my shorthand notes were thereafter translated under my supervision; and the foregoing pages, numbered 3 through 79, are a true and correct record of the aforesaid proceedings.

I further certify that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 6th day of March, 2025.



DANA W. REEVES
NOTARY PUBLIC
COMMISSION #HH484194
EXPIRES MARCH 22, 2028

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FLORIDA CHARTER SCHOOL APPEAL COMMISSION
APPEAL FROM THE APPROVAL OF A
CONVERSION CHARTER SCHOOL APPLICATION
BY THE FLORIDA CHARTER SCHOOL REVIEW COMMISSION

THE SCHOOL BOARD OF ALACHUA
COUNTY, FLORIDA,

Appellant,

v.

CASE NO.: _____

NEWBERRY COMMUNITY SCHOOL, INC.,

Appellee.

APPELLEE'S MOTION TO DISMISS FOR LACK OF JURISDICTION

Respectfully submitted,



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APPELLEE’S MOTION TO DISMISS FOR LACK OF JURISDICTION

Appellee, Newberry Community School, Inc., pursuant to Rule 6A-6.0781(3), Florida Administrative Code, hereby moves to dismiss this appeal for lack of jurisdiction. Appellant has no standing to appeal the Charter School Review Commission’s approval of Appellee’s charter application, this appeal is untimely, and the Appellant is not a proper party to this appeal. Accordingly, the State Board must dismiss. Appellant objects to this motion.

I. Procedural Background

In April 2024, parents and teachers of students enrolled at Newberry Elementary School (“NES”), voted to convert NES to a public charter school pursuant to section 1002.33(3)(b), Florida Statutes (2024). Appellee thereafter submitted a charter application (the “Application”) to the Florida Charter Institute (the “FCI”) in accordance with Rule 6A-6.0792(4), Florida Administrative Code. Following review of the Application and Appellant’s input, the FCI submitted a recommendation of approval to the Charter School Review Commission (the “CSRC”). The CSRC unanimously approved the Application during a public meeting on February 26, 2025, and provided written notice of such approval to Appellant on March 10, 2025. Appellant filed this appeal on April 30, 2025, with the Florida Charter School Appeal Commission.

II. Argument

Put simply, this appeal is an attempt by Appellant to usurp the CSRC’s fact-finding authority and force Appellee to defend its Application for a second time. Appellant admits in its Initial Brief that “there is no express right for the Appellant, as the sponsor, to appeal the approval of the conversion charter school application by the CSRC.” Section 1002.3301(6), Florida Statutes (2024), provides only that the CSRC’s decisions “may be appealed in accordance with s. 1002.33(6)(c).” Section 1002.33(6)(c), Florida Statutes (2024), provides that only “[a]n applicant

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may appeal any denial of that applicant’s application . . . to the State Board of Education no later than 30 calendar days after receipt of the sponsor’s decision . . . and shall notify the sponsor of its appeal.” (emphasis supplied). Further, Rule 6A-6.0792, Florida Administrative Code, which is the State Board Rule implementing section 1002.3301, Florida Statutes, expressly provides in subsection (8)(c) that “[i]f the application is denied, the applicant may appeal the [CSRC’s] decision in accordance with Section 1002.33(6)(c), F.S.” (emphasis supplied). The statutory right to appeal is only afforded to charter school applicants, not district school boards.

Further, the Legislature created the CSRC to provide an alternative charter authorizer with the power to “solicit, review, and approve applications for charter schools that are overseen by district school boards.” Fla. S. Comm. on Ed., CS for SB 758 (2022) Bill Analysis, 6 (Feb. 25, 2022). It was the Legislature’s express intent that the “school district [be] required to contract with the new charter school within 30 calendar days after the CSRC’s [approval].” *Id.* at 7. Common-sense dictates that a statute expressly requiring Appellant’s compliance with the CSRC’s decision within thirty days does not simultaneously imply a right to appeal the same. Indeed, one is “not required to abandon either . . . common sense or principles of logic in statutory interpretation.” *Sch. Bd. of Palm Beach Cty. v. Survivors Charter Schs., Inc.*, 3 So. 3d 1220, 1235 (Fla. 2009). It is thus abundantly clear from Legislative history; the plain text of sections 1002.33 and 1002.3301, Florida Statutes; and the State Board’s implementing regulations that charter school sponsors were intentionally given no right to appeal a CSRC decision.

Allowing Appellant to subvert the CSRC and proceed with this appeal would circumvent the Legislature’s intent and undermine the fundamental purpose of the CSRC. The statutory right to appeal a CSRC decision is clearly reserved only to applicants whose applications have been denied. In fact, it is impossible for Appellant in this case to comply with the State Board’s

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procedural requirements for this appeal. Under Rule 6A-6.0781, Florida Administrative Code, which provides the “procedures for . . . all appeals to the State Board . . . under provisions of Section 1002.33(6), F.S.,” written and oral arguments must be limited only to “due process and the reasons for denial.” Absent the denial of a charter application, such as in the case at hand, there is simply nothing to appeal.

Appellant also acknowledges in its Initial Brief the public official standing doctrine, under which Appellant, despite its disagreement with the CSRC’s approval, is “obligated to obey the legislature’s duly enacted statute until the judiciary passes on its constitutionality.” *Sch. Bd. of Collier Cty. v. Fla. Dept. of Ed.*, 279 So. 3d 281, 288 (Fla. 1st DCA 2019) (internal citations omitted). Appellant’s mere “disagreement with [its] constitutional or statutory duty, or the means by which it is to be carried out, does not create a justiciable controversy.” *Id.* at 289 (internal citations omitted). Any argument Appellant may have that this statutory framework is unfair should be directed at the Legislature, not the State Board. Just as Appellant would be bound by the State Board’s reversal of Appellant’s own *denial* of an application, Appellant is bound by the CSRC’s *approval* of an application,¹ neither of which conflicts with Appellant’s constitutional authority to operate, control, and supervise public schools.² Appellant therefore lacks standing to appeal the CSRC’s approval and must sponsor Appellee’s new charter school as required by law.

Even if Appellant did have standing to appeal the CSRC’s approval, this appeal is untimely. Any appeal of a CSRC decision is statutorily required to be filed “no later than 30 calendar days

¹ Compare § 1002.33(6)(d)(1), Fla. Stat. (2024) (“The sponsor shall act upon the decision of the State Board of Education within 30 calendar days after it is received.”), § 1002.3301(4), Fla. Stat. (2024) (“The district school board . . . shall be the sponsor . . . and shall provide an initial proposed charter contract to the charter school pursuant to s. 1002.33(7)(b) within 30 calendar days after the [CSRC’s] decision granting an application.”).

² See *Sch. Bd. of Volusia Cty. v. Acads. of Excellence, Inc.*, 974 So. 2d 1186 (Fla. 5th DCA 2008) (“Granting a charter application is not equivalent to opening a charter school . . . Once the charter application has been granted, the school board still has control over the process because the applicant and the school board must agree on the provisions of the charter.”).

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after receipt of the [CSRC's] decision.” § 1002.33(6)(c)(1), Fla. Stat. (2024). As Appellant received written notification of the CSRC's approval on March 10, 2025, the deadline to appeal was April 9, 2025. Appellant filed this appeal, however, on April 30, 2025, and under the State Board's own rules, it “does not have jurisdiction to hear late-filed appeals.” R. 6A-6.0781, Fla. Admin. Code. Any attempt by the State Board to extend this statutory deadline is without effect, as “[a]n administrative agency has only such power as granted by the Legislature and may not expand its own jurisdiction.” *Dep't of Revenue v. Graczyk*, 206 So. 3d 157, 160 (Fla. 1st DCA 2016) (internal citation omitted). Even assuming *arguendo* that the State Board has such authority, this unprecedented appeal process would constitute an unadopted rule, actionable by Appellee.

Lastly, this appeal would require the State Board to review *de novo* whether the CSRC's approval was supported by competent, substantial evidence, without regard to whether there may be competent substantial evidence to support alternative findings of fact. *See Sch. Bd. of Palm Beach Cty. v. Fla. Charter Educ. Found., Inc.*, 213 So. 3d 356, 361 (Fla. 4th DCA 2017), *O.H. v. Agency for Persons with Disabilities*, 332 So. 3d 27, 33 (Fla. 3d DCA 2021). Therefore, to the extent the State Board reaches the merits of this appeal, its scope of review is limited to the evidence on which the CSRC relied in reaching its decision. It is thus axiomatic that the CSRC itself is an indispensable party to this appeal, and proceeding without the CSRC would impede any ability of the CSRC to defend its own rationale. As such, Appellee is an improper party to this appeal, and the CSRC is an indispensable party whom Appellant failed to join.

III. Conclusion

For the foregoing reasons, the State Board should dismiss this appeal for lack of jurisdiction and declare Appellee the prevailing party as provided under section 1002.33(6)(d)(1), Florida Statutes (2024).

EXHIBIT H

Respectfully submitted this 8th day of May 2025.



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EXHIBIT H

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished this
8th day of May 2025, via electronic delivery per the agreement of the parties, to:

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Attorney for Appellee

EXHIBIT I

Florida Standard Charter Contract

THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA

THIS CHARTER entered into as of the 3rd day
of June 2025 by and between

THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA, a body corporate operating and
existing under the Laws of the State of Florida

and

NEWBERRY COMMUNITY SCHOOL, INC.
25705 SW 15th Ave, Newberry, FL 32669
(formerly Newberry Elementary School),

a non-profit organization.

EXHIBIT I

Definitions

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

Application shall mean the School's application for a Charter (including amendments) as submitted to and approved by the Sponsor.

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

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

County shall mean Alachua County, Florida.

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

FDOE shall mean the Florida Department of Education.

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

School shall mean Newberry Community School, Inc. (contracting party or legal entity and dba).

Sponsor shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

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

Section 1

- A. Application Approved. The Application was approved by the Charter School Review Commission. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.
- B. Term of Charter.
 1. Effective Date. This Charter shall become effective on the date it is approved by the both parties.

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2. Term. The term of this Charter shall be five (5) years commencing on July 1, 2026 and ending on June 30, 2031 unless terminated sooner as provided herein, or extended pursuant to Section 1.B.2., herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(7)(b), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute, including whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.
3. Start-Up Date. For the first year of operating under this Charter the School shall begin classes on the same day as the Sponsor or at such other time as otherwise determined by the Governing Board. The School cannot open absent submission of all required Pre-Opening documents as specified in Section 11 of this Charter. The School may defer the opening of its operations for up to three years to provide time for adequate facility planning. The School must provide written notice of such intent to the Sponsor and the parents of enrolled students at least 30 calendar days before the first day of school. The first two planning year(s) will extend the term of this Charter. Failure to open the School after all available deferral years is good cause for termination of this Charter.
4. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to operational capacity, curriculum, budget, facilities, and staff.
5. Charter Renewal. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. No later than September 15 in the final academic year of this charter, a Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under section 1002.33(7)(c)1., Florida Statutes. Upon completion of the programmatic review, but no later than 90 days prior to the end of the charter term, the Sponsor shall notify the governing board of the Charter School in writing of the proposed action to renew, terminate, or non-renew the charter, pursuant to section 1002.33(8)(a), Florida Statutes. The Sponsor may not require the School to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of the Charter.

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

C. Education Program and Curriculum

1. Any material change to the education program or curriculum as described in the approved Application or Charter requires Sponsor approval.
2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.
3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.
4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. If applicable, the School's plan for English Language Learners is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.
5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

D. Renewal, Non-Renewal, or Termination

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in section 1002.33(8), Florida Statutes.
 - i. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance established pursuant to Section 2A of the Charter.
 - ii. Failure to meet generally accepted standards of fiscal management.

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- iii. Material violation of law.
2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter, following the procedures set forth in section 1002.33(8), Florida Statutes.
- i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.
 - ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Charter.
3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(c), Florida Statutes.
- i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned or leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication by an administrative law judge or by a final adjudication and mandate by the appellate court if an appeal to the appellate court is filed, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.
 - ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor

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or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.
5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises without written Sponsor approval.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.
2. In the event of termination or non-renewal of this Charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.
3. In the event of termination or non-renewal, any students enrolled at the School may be enrolled at their home District school, or any other school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the School, property and improvements of the Sponsor, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

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

F. General Statutory Requirements

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.
2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

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

A. Annual Objectives

1. By September 15 of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.
2. By September 15 of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the District. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12) for the following student groups:
 - i. Students scoring a level 1 on prior year assessment
 - ii. Students scoring a level 2 on prior year assessment
 - iii. Students scoring a level 3 or higher on prior year assessments
 - iv. Students with disabilities
 - v. English Language Learners

3. By October 15 of the first year of the School's operation, the School shall provide its

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proposed academic achievement goals for the current year to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved Application. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.

- i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. If the Sponsor does not provide written notification within 30 days of receipt, the goals shall be deemed accepted by the Sponsor.
4. By October 15 of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.
 - i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.
5. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Charter the Sponsor shall report such shortcomings to the School's Governing Board and FDOE.
6. The School and Sponsor may agree to adjust the goals through the same process set forth in Section 2.A., above.
7. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.
8. School Improvement Plans: The School shall develop and implement a School

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Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law. If the School is not required to submit a School Improvement Plan pursuant to Section 1002.33(9), Florida Statutes, but is identified by the FDOE (under the Every Student Succeeds Act) to be included in the list of comprehensive support and improvement (CS&I) schools or targeted support and improvement (TS&I) schools, it must develop and implement a School Improvement Plan approved by the Governing Board.

B. Assessments

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.
2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades or schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform
3. If an IEP, 504 Plan or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.
4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services or support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.
5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.
6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

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- C. **Student Promotion and Graduation:** The School's student promotion policy shall be consistent with the provisions of the Application and applicable Florida law. The School will adopt the Sponsor's student progression plan.

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

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

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

The School agrees to allow the District reasonable access to review its data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

Section 3: Students

- A. The School is authorized to serve students in grades K through 4th initially, adding 5th grade later as set forth in the Application.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes, or as described in the approved Application.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements. The School will comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:

1. Section 1006.12, relating to safe-school officers;
2. Section 1006.07(7), relating to threat management teams;
3. Section 1006.07(9), relating to School Environmental Safety Incident

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Reporting;

4. Section 1006.07(6)(c), relating to adopting an active assailant response plan;
5. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool;
6. Section 1012.584, relating to youth mental health awareness and assistance training.

The School will participate in its Sponsor's plan for the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its Governing Board for approval. After the plan is approved by the Governing Board, it must be provided to the School's Sponsor.

- B. The School shall make reasonable efforts, in accordance with federal law, to achieve a racial or ethnic balance reflective of the community it serves or within the racial or ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The School is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

- C. Recruitment

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

- D. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing Board. If, at the 10 day count, the registered enrollment as reflected in the Sponsor's data system is less than 75 percent of the School's total projected enrollment as described in either the approved application for the first year or as determined under the provisions of Section 3.F. of this Charter, the School shall, upon request

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by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.

2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures and enrollment preferences the School will utilize.
3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.
4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.
5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.
6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

E. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

F. Annual Enrollment

1. **Preliminary Projected Enrollment:** No later than November 1 of each year, the School shall provide to the Sponsor the School's Preliminary Projected Enrollment for the following school year. The Preliminary Projected Enrollment shall not constitute a cap on the School's enrollment for the following school year.
2. **Annual Enrollment Capacity:** The Annual Enrollment Capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this Charter, or a date otherwise agreed to by the Sponsor and School, the proposed Annual Enrollment Capacity for the subsequent school year. Disagreements between the Sponsor and the School

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relating to Annual Enrollment Capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the Governing Board.

3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's Final Enrollment Projection for the upcoming school year. For purposes of this Charter, Final Enrollment Projection is not Annual Enrollment Capacity, but is the School's projection for how many students will be enrolled when the school year begins and will serve as the basis for initial FEFP payments.

G. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.
2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.
3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.
4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.
5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.

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6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.
 7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.
 8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.
 9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.
- H. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A- 6 of the Florida Administrative Code. This includes, but is not limited to:
1. A non-discriminatory policy regarding placement, assessment, identification, and selection.
 2. Free appropriate public education (FAPE).
 3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within

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the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the School access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative. The Sponsor retains the right to determine whether or not to send a representative to such meetings. However, if no representative of the Sponsor will attend an IEP meeting, the Sponsor must designate which individual or employment position at the School will serve as LEA representative and must provide such individual with training required to serve as LEA representative.

4. Due Process Hearing:

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

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(c) A copy of the decision is mailed to the parties.

vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

- I. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the District.
- J. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.
- K. Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be

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clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two weeks prior to the opening of school each year. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for material violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents or guardians withdraw students from the School.

L. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. If the student remains enrolled at the School while placed at an alternative school, costs for the alternative school charged to the School, if any, will not exceed the Sponsor's actual cost for such student unless mutually agreed to by the School and Sponsor in a contract negotiated separately from the Charter. Students with disabilities shall be afforded a manifestation determination if required by the Individuals with Disabilities Education Act.

M. School or Parent Contract

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

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donations in lieu of volunteer hours.

Section 4: Financial Accountability

A. Revenue: State and Local

1. Basis for Funding: Student Reporting

- i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.
- ii. The School agrees to report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will offer training to the School, and invite the School to any subsequent training for District staff, in the use of such system and procedures at no cost to the School. A representative of the School shall attend such training. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.
- iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the Sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.
- iv. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum

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of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.

- v. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature.
- vi. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Millage Levy, if applicable

The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law

3. Fees to be Charged to the School By the District.

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

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

4. Distribution of Funds Schedule

- i. The Sponsor shall calculate and submit twelve (12) monthly or twenty- four bi-

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monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) or one twenty-fourth (1/24) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15 of the School's first year of operation. Subsequent payments will be made no later than the 15th of each month beginning with August 15.

- ii. For the first two years of this Charter, monthly payments will be calculated as follows:
 - a. July through October payment shall be based on the School's projected enrollment as described on the cover sheet of the approved Application, if a minimum of 75 percent of the projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, or if the School's enrollment exceeds its projected enrollment, the Sponsor shall fund the School based on the number of students actually entered in the Sponsor's Student Information System as of the first day of the current month, not to exceed the Annual Enrollment Capacity.
 - b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.
 - c. Payments will be adjusted retroactively for prior period adjustments.
- iii. For the following years of the Charter, monthly payments will be calculated as follows:
 - a. July through October payment shall be based on the School's Final Projected Enrollment as determined under the provisions of Section 3.F. of this Charter, if a minimum of 75 percent of the Final Projected Enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.
 - b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.
 - c. Payments will be adjusted retroactively for prior period adjustments.
- iv. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the Annual Enrollment Capacity for the school year

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(whichever is less). In the event that the required county or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

- v. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The School shall notify the Sponsor immediately if any of the aforementioned documents has expired or become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency. Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial location or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals.

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

- a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.
 - b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.
- vi. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

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

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

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

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

B. Federal Funding

Pursuant to section 1002.33(17)(d), Florida Statutes, the Sponsor shall include the School in all requests for federal funds for which the School, or its students, is eligible, including without limitations, Title I, Title II, and IDEA funds. The Sponsor will provide copies of federal fund grant requests to the School no later than the date they are submitted to FDOE or a federal agency, as applicable.

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

1. The Sponsor shall provide to the School by July 15 of each year, or at other times of the school year if other federal funds become available, a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's Final Projected Enrollment as provided for in 3.F. of this Charter or other data as applicable to the federal funds to be allocated.
2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.

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3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly or quarterly financial statements.
4. The Sponsor shall reimburse the School within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.
5. If the School and Sponsor mutually agree that the School will receive services funded through federal funds in lieu of the funds, such services will be provided to the School in the same manner as such services are provided to school district schools and to the students enrolled at school district schools.
6. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.
7. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.
8. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.
9. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.
10. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.
11. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration

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for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants

The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent
2. Submitting a grant application executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.
3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

D. Charter School Capital Outlay Funds

1. Application

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

2. Distribution

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

E. Restriction on Charging Tuition or Fees

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to

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resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.

2. Amended Budget

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

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Records

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

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

The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statutes.

3. Financial Reports

i. Monthly or Quarterly Financial Reports

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

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

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

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

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

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

v. Form 990, if applicable

The School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the

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School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Charter, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

- vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.
4. The School's fiscal year shall be July 1 – June 30
5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.
6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.
7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.
2. The School shall adhere to any additional applicable financial requirements mandated by State or Federal laws and regulations.
3. Notwithstanding anything else herein to the contrary, the Sponsor shall not
 - i. Guarantee payment for any purchases made by the School;
 - ii. Guarantee payment for any debts incurred by the School;
 - iii. Guarantee payment for any loans taken out by the School.
 - iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

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The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

I. Description of Internal Operating Procedures

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

Section 5: Facilities

- A. The School shall be located at 25705 SW 15th Ave., Newberry, FL 32669. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Charter. The facility will not be sub-leased without written permission of the Sponsor.

Any proposed change in location or an additional location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Superintendent or Superintendent's designee.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students and staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

The Parties will enter into a Facilities Management Agreement for the School's facilities, which are owned by the Sponsor.

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- B. The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.
- C. In the event the School is dissolved or is otherwise terminated, all property of the Sponsor and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.
- D. The School is a Conversion School pursuant to section 1002.33, Florida Statutes. The Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.
- E. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

Section 6: Transportation

- A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statutes, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, or parents.
- B. Reasonable Distance [for purposes of this Charter]: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within 2 to 4 miles.
- C. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.
- D. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.

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- E. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s), so that the School, on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

Section 7: Food Services

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

Section 8: Insurance & Indemnification

- A. The School agrees to provide the following proof of insurance:
1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of \$2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter;
 2. General liability coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00;
 3. Business automobile coverage with the same limits as general liability.
- B. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises. If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

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- C. The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.
- D. The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.
- E. Fidelity Bond and Crime Coverage: The School shall purchase Employees Dishonesty or Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss/two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty or Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.
- F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.
- G. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.
- H. The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or

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negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.

I. Applicable to All Coverages the School Procures

1. **Other Coverages:** The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of/ the School.
 2. **Deductibles and Retention:** Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
 3. **Liability and Remedies:** Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Charter or otherwise.
 4. **Subcontractors:** The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
 5. **Waiver of Subrogation:** All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
 6. **Defense outside the limits:** Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.
- J. The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.
- K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections 8(H) and 8(J) above, the District and the School do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections 8(H) and 8(J) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and

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Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.

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

M. Notice of Claims

1. Time to Submit

The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Charter.

2. Notice of Cancellation

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

3. Renewal or Replacement

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

Section 9: Governance

- A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. Members of the Governing Board may attend in person or by means

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of communications media technology used in accordance with rules adopted by the Administration Commission under section 120.54(5), Florida Statutes. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The 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. The representative must reside in the school district in which the School is located and may be a Governing Board member, employee of the School, or individual contracted to represent the Governing Board. If the Governing Board oversees multiple charter schools in the same school district, the Governing Board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the School's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. The appointed representative and the School's principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a public employer and will participate in the Florida Retirement System.

- B. The School shall be organized as a Florida nonprofit organization.
- C. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing

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

1. The Governing Board shall exercise continuing oversight over the School's operations and will be held accountable to its students, parents or guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.
2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.
3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.
4. The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.
5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.
6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.
7. The Governing Board shall adopt procedures for a parent to notify the principal, or his or her designee, regarding concerns about a student's health, safety, or welfare, including concerns involving the student welfare provisions described in section 1001.42(8)(c)1.-6., Florida Statutes. The Governing Board shall also adopt procedures to resolve concerns under the student welfare provisions in section 1001.42(8)(c)1.-6., Florida Statutes, within seven calendar days after notification by the parent and within a reasonable timeframe for other concerns.
8. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his or her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.

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9. Any change in Governing Board membership must be reported to Sponsor in writing within 5 business days of the change.
- D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

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

- E. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:
1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.
 2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.
 3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.
 4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.
 5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.
 6. A copy of any material changes to the contract between the management

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organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Charter or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.

7. The management organization will perform its duties in compliance with this Charter.
- F. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

- A. The School shall select its own personnel.
- B. The School's employment practices shall be nonsectarian.
- C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.
- D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.
- E. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.
- F. This Charter makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):

NONE

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

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The School shall comply with the restriction on employment of relatives, pursuant to section 1002.33(24), Florida Statutes.

- G. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.
- H. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 work days of hiring, granting leaves of absence, or terminating teachers.
- I. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.
- J. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his or her designee. No School employee or member of the Governing Board may be on campus with students until his or her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

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

- K. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.

Section 11: Required Reports and Documents

The Sponsor and School shall agree upon submission deadlines for the following required documents.

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A. Pre-Opening

1. Policies and Procedures Manual
2. List of members of the Governing Board and Principal, including current contact information.
3. Facility [zoning, certificate of occupancy, fire inspection, etc.]
4. Other
 - a. Current lease or ownership documents
 - b. Copy of current insurance certificates or policies for all types of insurance required by the charter
 - c. List of current staff members including certifications and teaching assignments for teachers
 - d. Documentation of fingerprinting of all staff and Governing Board members
 - e. Student Code of Conduct
 - f. Updated list of currently registered students
 - g. Contract for transportation rates and services or transportation plan, if applicable.
 - h. Letter specifying that the School [will adopt/not adopt] the district reading plan
 - i. Tentative dates and times of the meetings of the Governing Board for the first year
 - j. Crisis Response Plan
 - k. Dismissal policies and procedures
 - l. School's parental contract, if applicable
 - m. Student Progression Plan (if different from District's)

B. Monthly

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1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)
 2. Governing Board meeting agenda and minutes
- C. Annual
1. Annual Student Achievement Report
 2. Annual Financial Audit
 3. Program Cost Report
 4. Annual Inventory Report [capital purchases with public funds]
 5. Policies and Procedures of the school [if materially revised]
 6. School based Student Code of Conduct [if materially revised]
 7. Dismissal Policies and Procedures [if materially revised]
 8. Crisis Response Plan [if materially revised]
 9. Employee Handbook [if materially revised]
 10. Current List of members of the Governing Board and Principal
 11. School's Parental Contract [if materially revised]
 12. Projected Enrollment [for subsequent school year]
 13. Capacity [for subsequent school year]
 14. School Calendar [for subsequent school year] if different than the District
 15. Evidence of Insurance

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- 16. Management Organization Agreement [if materially revised]
- 17. Student Progression Plan [if materially revised]
- D. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.
- E. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

A. Impossibility

Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. Drug Free Workplace: The School shall be a drug-free workplace, as provided by State and Federal law.

C. Entire Agreement

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the Sponsor and the Governing Board.

D. No Assignment without Consent

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

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and

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the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

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

G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.

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

I. Third Party Beneficiary: This Charter is not intended to create any rights in a third party beneficiary.

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

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court except as otherwise provided for resolution of disputes pursuant to section 1002.33(7)(b), Florida Statutes. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

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

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1. Notices to the School:

Newberry Community School, Inc.

Attn: Governing Board Chair

25705 SW 15th Ave.

Newberry, FL 32669

Arnold Law Firm

3840 Crown Point Rd, Ste. B.

Jacksonville, FL 32257

2. Notices to the Sponsor

The School Board of Alachua County, Florida

Attn: Dr. Kamela Patton, Superintendent

620 E. University Ave.

Gainesville, FL 32601

William A. Spillias, General Counsel

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

Each of the persons executing this Charter represents and warrants that he or she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

L. Conflict Between Charter and Florida Law

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

M. Conflict or Dispute Resolution

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

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resolution procedure.

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

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

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

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

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(7)(b), Florida Statutes.

N. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time.

The Sponsor's policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of

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the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

O. Interpretation

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

IN WITNESS WHEREOF, the parties hereto have executed this Charter, effective as of the day and year first above written:

NEWBERRY COMMUNITY SCHOOL, INC.

By: Derek E. Danne 8/5/2025
Derek Danne, ~~Ph.D.~~, Governing Board Chair Date

ATTESTED:

By: Erica M. Madala 8/5/2025
Secretary Date

THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA

By: Sarah Rockwell 06/03/2025
Sarah Rockwell, Ph.D., Board Chair Date

ATTESTED:

By: Kamela Patton 06/03/2025
Dr. Kamela Patton, Superintendent Date

APPROVED AS TO FORM:

By: David D. Delaney 06/16/25
David D. Delaney, School Board Attorney Date

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Appendices

1. The Application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract (if applicable)

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**CONVERSION CHARTER SCHOOL
FACILITIES MANAGEMENT AGREEMENT**

This Facilities Management Agreement (this “**Agreement**”) is entered into between The School Board of Alachua County, Florida (the “**School Board**”), and Newberry Community School, Inc. (the “**Charter School**”) (each individually a “**Party**” and collectively the “**Parties**”), effective as of the date the last Party executes this Agreement (“**Effective Date**”).

WHEREAS, the Charter School is a conversion charter school established pursuant to section 1002.33(3)(b), Florida Statutes, and sponsored by the School Board pursuant to section 1002.33(5), Florida Statutes;

WHEREAS, section 1002.33(18)(e), Florida Statutes, provides that “for an existing public school converting to charter status, no rental or leasing fee for the existing facility or for the property normally inventoried to the conversion school may be charged by the district school board to the parents and teachers organizing the charter school. The charter school shall agree to reasonable maintenance provisions in order to maintain the facility in a manner similar to district school board standards;”

WHEREAS, pursuant to section 1002.33(18)(e), Florida Statutes, the Charter School operates in facilities owned by the School Board on approximately 9.96 acres of real property also owned by the School Board and located at 25705 SW 15th Avenue, Newberry, FL 32669 (Parcel ID 02530-003-000), which as of May 1, 2025, are composed of three buildings with a combined total of twenty-eight (28) classrooms, in addition to sixteen (16) modular classrooms, for a total of forty-four (44) available classrooms (collectively, the “**Facilities**”);

WHEREAS, section 1002.33(18)(a), Florida Statutes, requires the Parties to enter into a mutual management plan requiring the School Board to maintain the Facilities in the same manner as its other public schools within the Alachua County School District;

WHEREAS, the Superintendent is vested with a broad range of administrative and supervisory authority relative to the properties owned by the School Board, including the Facilities;

WHEREAS, the Superintendent is empowered to ensure that the care of such property complies with applicable laws, ordinances and regulations, including building and fire safety code regulations, until such property is sold, leased or otherwise disposed of by the School Board;

WHEREAS, pursuant to section 1002.33(18), Florida Statutes, the Parties now desire to enter into this Agreement for the purpose of establishing the Parties’ respective duties and obligations with respect to the Facilities; and

NOW THEREFORE, in consideration of the mutual promises and obligations outlined in this Agreement and such other valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows.

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1. RECITALS

The Parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.

2. NO ASSIGNMENT OF FACILITIES

This Agreement shall not be construed as conveying the Facilities or any portion thereof which are owned by the School Board to the Charter School. Unless otherwise agreed by the Parties, ownership of the Facilities shall at all times vest in the School Board. Notwithstanding the foregoing, the School Board shall not be permitted to remove, demolish, or otherwise prevent the Charter School's use of any buildings, improvements, fixtures, or installations existing at the Facilities as of May 1, 2025. The Charter School will not be required to correct deficiencies or make improvements to the Facilities beyond the condition that existed as of May 1, 2025, or as evidenced by subsequent construction, renovation or repair. The Charter School shall be required to return the Facilities to the School Board at the end of its use as a charter school in at least as good condition as existed when the Facilities were first occupied by the Charter School, allowing for normal wear and tear from occupancy, or as evidenced by subsequent construction, renovation or repair.

- A. Notwithstanding the foregoing or anything to the contrary herein, the Parties expressly acknowledge and agree that seven (7) of the modular classrooms present at the Facilities as of May 1, 2025, will be removed by the School Board on or about June 30, 2025, to address School Board enrollment needs. The remaining nine (9) modulares (the "Rented Modulares") which will be present at the Facilities during the 2025-26 school year are each in place at the Facilities pursuant to an annual rental agreement to which the School Board is a party. Charter School agrees that, unless the Charter School enters into an agreement to continue renting the Rented Modulares at Charter School's expense prior to June 30, 2026, the School Board will remove the Rented Modulares from the Facilities by August 1, 2026, at no cost to the Charter School. As such, the School Board agrees to provide to the Charter School, upon reasonable request, any information and/or records necessary for the Charter School to evaluate the Rented Modulares and the possibility of renting the Rented Modulares. The Charter School shall notify the School Board of its intent to enter into a rental agreement pertaining to the Rented Modulares by February 27, 2026.

3. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall be defined as follows:

- A. **Capital Expenditure** – The amount of funds expended on any capital improvement.
- B. **Capital Improvement** – A capital improvement creates an addition, physical enlargement or expansion to the Facilities; creates an increase in capacity, productivity or efficiency; rebuilds property after the end of its economic useful life; replaces a major component or structural portion of the Facilities; improves the quality of the Facilities; and/or adapts the Facilities to a new or different use. All capital items such as boilers, chillers, roofing

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systems, air handlers, etc., have an average useful life, the respective durations of which system are based on industry standards, such as the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) and the Chartered Institute of Buildings (CI013), as well as State law (see section 1013.01, Florida Statutes). The replacement of those systems that have exceeded their useful life shall be identified as needed capital improvements.

- C. **Educational Plant Survey** – Educational Plant Survey shall mean a systematic study of educational and ancillary plants of an educational agency, including the Facilities, conducted at least every five (5) years to evaluate existing educational and ancillary plants and to plan for future educational and ancillary plants to meet proposed program needs.
- D. **Emergency Repair** – "Emergency" means a situation that endangers the health, safety, or welfare of students, staff, or the public, or jeopardizes a project.
- E. **Facilities** – The Facilities means that certain real property located in Alachua County, Florida, at 25705 SW 15th Avenue, Newberry, FL 32669 (Parcel ID 02530-003-000), together with all buildings, improvements, fixtures, and installations thereupon, including, without limitation, three buildings with a combined total of twenty-eight (28) classrooms, in addition to sixteen (16) modular classrooms, for a total of forty-four (44) available classrooms as of May 1, 2025. The term Facility does not apply to buildings or property not owned by the School Board, unless otherwise provided in charter agreements, leases, any other agreements between the Parties, or state law.
- F. **Facilities Alteration** – Facilities alterations are any changes to the Facilities that do not constitute capital improvements, including, without limitation, changes in site outdoor features; Facilities configuration; fabrication, modification, removal, or installation of hardware and equipment; adding or removing signs; erection, relocation, or removal of partitions, doors, and windows; changes in color and types of finishes and flooring materials; structural/physical changes to interior space such as installation of fixed equipment or furniture requiring utility, electrical, laboratory exhaust or HVAC connections; BAS Software or programming changes that effect an engineer's sequence of operations; and any other changes that have implications for the health and safety of occupants.
- G. **Facilities Condition Assessment** – A Facilities condition assessment describes the process of a qualified group of trained industry professionals performing an analysis of the physical condition of the Facilities or any portion thereof. The Facilities condition assessment evaluates the condition of major building systems and rates those systems, as well as the entire building, in comparison to the typical useful life of each system and the potential replacement cost of the building, as well as the need for any non-capital repairs, capital improvements, Facilities alterations, or any other improvements to the Facilities.
- H. **Funding Availability (Capital Improvement Project)** – Availability of revenues to undertake a capital improvement project or a program of projects. In the case of projects to be budgeted by the proceeds of bonds or other types of debt, funding availability shall also mean the availability of a revenue stream to retire the debt, including principal,

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interest, and issuance costs and the proportionate sharing of any newly incurred, associated debt service for the designated capital improvement project to the extent not provided in existing charter funding statutes. Funding availability shall also include consideration of restrictions on the use of potential funds.

- I. **Non-Capital Repairs** – A non-capital repair is considered an improvement that keeps property in efficient operating condition and restores the property to its previous condition rather than improving the quality of the property. For example, repairing a leaking faucet or repairing a section of a roof would be a non-capital repair. Replacing all drain lines and plumbing fixtures at the Facilities or replacing an entire roof would be a capital improvement.
- J. **PECO Funds** – PECO Funds means any funds distributed to the School Board from the Public Education Capital Outlay and Debt Service Trust Fund (i) for the benefit of the capital outlay full-time equivalent membership served by the Charter School at the Facilities pursuant to section 1013.64(3), Florida Statutes; (ii) for the benefit of the Facilities pursuant to section 1013.64(1), Florida Statutes; and (iii) by any specific appropriation of the Florida Legislature for the benefit of the Facilities.
- K. **Preventive Maintenance** – Preventive maintenance is activity that is regularly performed on a piece of equipment or physical asset to lessen the likelihood of it failing; is performed while the equipment is still working so that it does not break down unexpectedly; is planned so that required resources are available; is scheduled based on a time or usage trigger; and/or is typically performed on equipment that has a critical operational function.

4. TERM AND TERMINATION

The term of this Agreement (the “**Term**”) shall be from July 1, 2026 until June 30, 2028. In the event that the Charter Contract is terminated prior to its expiration, renewed, or extended, the Term of this Agreement shall automatically adjust to reflect the term of the Charter Contract by operation of this paragraph.

5. FINANCIAL ACCOUNTABILITY

Upon request, the School Board shall provide the Charter School with an unaudited report of the PECO Funds maintained by the School Board (the “**Financial Statements**”). Financial Statements shall include (i) a statement of all funds maintained by the School Board from the Public Education Capital Outlay and Debt Service Trust Fund; (ii) a statement of all PECO Funds maintained by the School Board; a then-current statement of the School Board’s Capital Budget; and a then-current report of all current and planned capital improvement programs.

6. NON-CAPITAL REPAIRS

The School Board shall, at the School Board's expense, perform all non-capital repairs to the Facilities which are not enumerated in Section 9 of this Agreement, unless such non-capital repairs are required due to the gross negligence of the Charter School. In the event any non-capital repairs are required due to the gross negligence of the Charter School, such non-capital repairs shall be performed by the Charter School at the Charter School's expense.

Any non-capital repairs which are the responsibility of the School Board but are valued at less than \$10,000 may be performed by the Charter School, and the Charter School may invoice the School Board for such repairs, provided that the Charter School must first submit a work order for any such repair to the School Board's work order system, as designated by the School Board, and provides the School Board a reasonable opportunity to perform such repair, including, without limitation, a reasonable time to inspect, order any necessary parts, and implement the repair. For the purposes of this paragraph, any work order submitted by the Charter School that does not receive an initial response within five (5) working days shall be deemed untimely. Any non-capital repairs which are the responsibility of the School Board but are valued at more than \$10,000 must be notified to the School Board in writing within five (5) days of the Charter School's discovery of the need for such repairs. The School Board shall, within thirty (30) days of receipt of any such notice, either (i) initiate the non-capital repairs at the School Board's expense or (ii) notify the Charter School that the Charter School may perform the non-capital repairs described in the written notice using a vendor identified by the School Board, or if no appropriate vendor is identified by the School Board, then a reputable vendor at or comparable to market rates, and invoice the School Board for the same. The School Board's failure to either perform any noticed non-capital repairs or notify the Charter School that the Charter School may perform such non-capital repairs at the School Board's expense within thirty (30) days of the School Board's receipt of any such notice shall be deemed to be notice that the Charter School may perform the non-capital repairs described in the written notice at the School Board's expense.

Notwithstanding the foregoing or anything to the contrary herein, in the event of any emergency condition requiring the performance of an immediate non-capital repair, to safeguard the health, safety, and welfare of students served at the Facilities ("**Emergency Repair**"), either Party may immediately and without notice or approval from the opposite Party perform such Emergency Repair and, if such Emergency Repair would otherwise be the responsibility of the non-performing Party, invoice such responsible Party for the cost of the Emergency Repair. For avoidance of doubt and by way of example, conditions requiring an Emergency Repair may include, without limitation, a failure in the Facilities' air conditioning and/or ventilation systems, any condition rendering the Facilities unsecured while students are present, and any condition that if unrepaired would reasonably lead to additional damage to the Facilities.

Any invoice received under this section shall be paid within thirty (30) days of receipt thereof.

7. INSURANCE AND PERIL

The Charter School shall pay the cost of insuring the Facilities and their contents pursuant to the terms of its charter contract with the School Board and the Charter School shall provide the

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School Board with a certificate of insurance showing that the School Board is additionally insured as required by the Charter Contract. The School Board shall notify the Charter School of the amount of insurance necessary on an annual basis to replace the Facilities in the event that the Facilities, or any portion thereof, become damaged beyond repair. If the School Board obtains capital funds through insurance proceeds or disaster relief, such funds shall be utilized, to the extent available and feasible, to return damaged Facilities to their pre-damaged condition or to replace the damaged Facilities. If any building within the Facilities is damaged beyond the point that rebuilding is reasonable, the School Board shall determine in its sole discretion whether to construct a new building in its place. The School Board cannot guarantee that damage to the Facilities or any portion thereof will be restored or replaced.

The Charter School shall promptly notify the Superintendent or his/her designee if it receives a citation from a regulatory agency (such as the Office of the State Fire Marshal, the Office of Public Health, the Department of Environmental Quality, Department of Safety & Permits, etc.) which would disrupt operations or close the building.

In the event new or replacement systems and materials are covered by a manufacturer's warranty, the School Board will provide the Charter School with a copy of such warranty. The Charter School shall be responsible for understanding and adhering to any such warranty's operations and maintenance requirements so that valid claims can be made for issues that occur during the warranty period. If an issue arises with a system or material that is under warranty, the Charter School shall immediately notify the School Board facilities staff. The School Board facilities staff shall work with the Charter School to develop the most appropriate approach to resolve the issue.

Movable and fixed assets (e.g. technology items, furnishings, and equipment) owned by the School Board with an original purchase price greater than \$5,000 shall be inventoried and tracked by the Charter School. When a charter is terminated, the School Board and the Charter School shall work together to verify the accuracy of the inventory. The Charter School shall be held accountable for safeguarding all property conveyed to the Charter School and updating the School Board of the FISH location if inventory is moved.

8. PREVENTIVE MAINTENANCE PROGRAM

The Charter School shall develop and present for approval by the Superintendent or his/her designee a Preventive Maintenance Plan ("PMP") for all building systems and materials on or about the Facilities in accordance with the manufacturer's specifications and requirements. The School Board agrees to provide technical assistance to Charter School in the development of the PMP. The PMP shall specify corrective action that will be taken to ensure peak efficiency and minimize deterioration through compliance with manufacturers' recommendations for all building systems and materials. The PMP shall be designed to maximize the usable economic life and the performance of all building components. The PMP shall be developed and submitted to the School Board annually.

The Charter School shall implement the PMP at its own risk and expense, subject to the provisions of this Agreement, and provide detailed activities performed as well as any deficiencies identified on a periodic basis. The School Board will provide technical assistance in the

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implementation of the PMP, if requested, at no cost to Charter School. Records regarding PMP activities, as well as all other maintenance and repairs, shall be maintained by the Charter School and made available for audit at the request of the School Board.

Failure to maintain an adequate PMP shall result in the Charter School assuming financial responsibility for any repairs and capital improvement projects caused by its inadequate repairs, maintenance, and/or execution of the PMP.

9. PREVENTATIVE MAINTENANCE AND REPLACEMENT OBLIGATIONS

- A. In addition to the obligations and responsibilities outlined in Sections 6 and 8 of this Agreement, the School Board will be responsible for preventative maintenance related to the following:
- i. site utilities/drainage,
 - ii. sidewalks,
 - iii. integrity of wall/finishes (exterior),
 - iv. roof flashing and gutters,
 - v. electrical distribution (except Charter School will be responsible for PM work on electrical distribution systems serving any capital improvements),
 - vi. fire protections systems, including, without limitation, alarms and sprinklers (except Charter School will be responsible for PM work on fire protection systems serving any capital improvements),
 - vii. security systems (except Charter School will be responsible for PM work on security systems serving any capital improvements),
 - viii. inspections for AHERA, backflow preventers, fire extinguishers, fire alarm systems, and playgrounds,
 - ix. lift stations (electrical pump and piping); and
 - x. HVAC (PM work to be performed by the School Board and third-party contractor, except Charter School will be responsible for PM work on HVAC systems serving any capital improvements).
- B. In addition to the obligations and responsibilities outlined in Sections 6 and 8 of this Agreement, the Charter School shall be responsible for preventative maintenance related to the following:
- i. painting and signage associated with the Facilities' roadways and parking,
 - ii. tree removal and landscaping,
 - iii. playground and playground equipment,
 - iv. window treatments, blinds, shades (interior),
 - v. exterior doors,

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- vi. interior doors,
 - vii. restroom/interior spaces,
 - viii. housekeeping/custodian,
 - ix. lighting (interior and exterior),
 - x. kitchen equipment and refrigeration (unless contracted with the School Board, in which case such contract shall control),
 - xi. electrical and equipment rooms (no storage),
 - xii. interior and exterior painting as per the School Board specifications,
 - xiii. plumbing (clogged drains, water fountains, leaking faucets, exposed p-traps, broken irrigation), and
 - xiv. repair to fencing and gates.
- C. In addition to the responsibilities outlined in Sections 6 and 8 of this Agreement, the School Board will be responsible for the replacement of the following:
- i. roadways and parking, (repair and/or replacement)
 - ii. existing site utilities/drainage,
 - iii. in-kind replacement of windows/caulking exterior,
 - iv. roof flashing and gutters,
 - v. fire protections systems (alarm and sprinkler),
 - vi. security systems,
 - vii. HVAC,
 - viii. broken plumbing main (either waste or potable), sprinkler timer and valves,
 - ix. Lift Station (electrical pump and piping); and
 - x. fencing and gates (expanding or changing configuration), subject to agreement of the Parties.
- D. In addition to the responsibilities outlined in Sections 6 and 8 of this Agreement, the Charter School shall be responsible for the replacement of the following:
- i. grounds (tree removal and landscaping),
 - ii. playground and playground equipment,
 - iii. sidewalks (if adding new),
 - iv. window treatments, blinds, shades (interior),
 - v. exterior doors for vandalism,
 - vi. flooring (carpet, tile, etc.),
 - vii. ceiling tiles,

- viii. stair repairs,
- ix. interior doors,
- x. restrooms/interior spaces,
- xi. housekeeping/custodian,
- xii. lighting (interior and exterior switches, receptacles, bulbs and ballasts),
- xiii. fixed kitchen walk-in coolers and freezers (unless contracted with the School Board, in which case such contract shall control).

10. FACILITIES ACCESS

For purposes of performing its duties under Sections 6, 8 and 9 of this Agreement, the School Board shall be permitted to access the Facilities at any time upon prior reasonable notice to the Charter School, provided that such access occurs during business hours on a school day and does not unreasonably interfere with the Charter School's operations. Notwithstanding the foregoing, in the event that prior reasonable notice (i) is not possible due to emergency or disaster or (ii) is precluded by applicable Florida law or State Board of Education rule, the School Board shall be permitted to access the Facilities for the purposes of performing its duties under Sections 6, 8 and 9 of this Agreement at any time without notice to the Charter School. The Parties hereby agree that notice provided under this paragraph shall not be subject to the requirements of Section 17 of this Agreement and may be provided via any reasonable method of communication, including, without limitation, email or telephone.

11. FACILITIES INSPECTIONS AND SURVEYS

- A. A Facilities condition assessment to identify deficiencies in the PMP, necessary non-capital repairs, needed capital/major maintenance projects, and or code/regulatory concerns shall be performed jointly by representatives of the School Board and the Charter School on a periodic basis, but at least once every six (6) months, with additional follow-up inspections as needed to ensure that all deficiencies have been remedied. Any such deficiencies, necessary repairs or maintenance projects, or concerns shall be documented by the Parties in writing, and each Party shall maintain a copy of such written report.
- B. The Charter School shall promptly notify the School Board if it receives a citation from a regulatory agency (such as the Office of the State Fire Marshal, the Office of Public Health, the Department of Environmental Quality, Department of Safety & Permits, etc.) which would disrupt operations or cause a closure of the Facilities. Notwithstanding anything to the contrary in this Agreement, the School Board shall be solely responsible for ensuring that the Facilities, including any capital improvements or Facilities alterations, remain in compliance with all applicable laws, codes, and regulations, including, without limitation, the State Uniform Building Code for Public Educational Facilities Construction; section 1006.07(6)(f), Florida Statutes; and Rule 6A-2.0040, Fla. Admin. Code. Further notwithstanding the foregoing, the Charter School shall be solely responsible for ensuring that the Facilities are maintained in a clean and sanitary condition.

- C. The School Board shall provide the Charter School with at least ten (10) school days' advance written notice of any planned educational plant survey to be conducted by the School Board. The School Board shall allow the Charter School a reasonable opportunity to participate in any such educational plant survey with regard to the Facilities. During any educational plant survey or at any other time during the Term, the Charter School may request, through the Superintendent or Superintendent's designee, capital improvement projects for inclusion in the educational plant survey, the School Board's capital budget, the School Board's capital improvement programs, and/or revisions to the School Board's master plan. Priority shall be given to projects where the requested work is reasonably necessary for the Facilities to serve as a safe and healthy learning environment. A request by the Charter School for capital improvement or maintenance shall not be unreasonably denied by the School Board.
- D. In addition to the foregoing, the Charter School is subject to quarterly inspections by the School Board to review compliance with this Agreement and at any time the School Board deems necessary, provided such inspection is during non-instructional time on a school day, unless otherwise agreed by the Parties. Notwithstanding anything to the contrary herein, the Charter School will be given at least two (2) school days' advance written notice of any such inspection for compliance.

12. FACILITIES ALTERATIONS

The Charter School may perform at its expense any Facilities alterations deemed, in the Charter School's sole and absolute discretion, necessary to enhance and support educational activities, provided that no such Facilities alterations may compromise the safety, structural integrity, or design flexibility of the Facilities and its learning environments or diminish in any way the monetary value of the Facilities. Notwithstanding the foregoing, any Facilities alteration performed by the Charter School shall require the prior written approval of the School Board, which may not be unreasonably withheld. The School Board shall either approve or deny any request for approval received under this paragraph within ten (10) days of the School Board's receipt thereof, and any denial by the School Board shall be accompanied by a written explanation of such denial.

Further notwithstanding the foregoing, in the event that any Facilities alteration requested under this Section is determined by the School Board, in its reasonable discretion, to constitute a capital improvement, the School Board shall notify the Charter School of such determination, along with a written explanation of such determination, within ten (10) days of the School Board's receipt of the request for approval. If the request is determined to be a capital improvement, Section 13 of this Agreement shall apply.

All permanent Facilities alterations (excluding modular buildings or portables) made by the Charter School to the Facilities under this Section shall become the property of the School Board, unless otherwise agreed to by the Parties in writing. All alterations and modifications must meet the most current State Requirements for Educational Facilities (SREF), Florida Building and Fire Prevention Codes, and National Electric Code.

13. CAPITAL IMPROVEMENTS

Pursuant to Section 11(C) of this Agreement, the Charter School may request that the School Board perform capital improvements to the Facilities at any time, subject to the following: (1) the availability of funds, and (2) all improvements made to the Facilities by the Charter School shall become the property of the School Board, unless otherwise agreed to by the Parties in writing.

The Charter School may fund and implement Facility capital improvements or projects, so long as subject to the following: (1) the School Board Building Committee approval and the School Board's approval, if applicable depending on the project, (2) completion to be at the Charter School's own expense and risk, unless agreed upon in writing by the School Board. All permanent Facilities capital improvements (excluding modular buildings or portables) made by the Charter School to the Facilities under this Section shall become the property of the School Board, unless otherwise agreed to by the Parties in writing. All capital improvements and modifications must meet the most current State Requirements for Educational Facilities (SREF), Florida Building and Fire Prevention Codes, and National Electric Code, and the School Board's design standard.

Contracts for architectural and engineering design and for construction of capital improvement projects, whether implemented by the School Board or by the Charter School, shall include insurance requirements indemnifying the School Board and the Charter School as additional named insureds.

14. REIMBURSEMENT

For any obligations of the Charter School under this Agreement that are performed by School Board employees by agreement of the Parties, the Charter School will reimburse the School Board at a rate equal to the greater of (i) \$30 per hour or (ii) the highest hourly rate, including the cost of benefits, paid by the School Board to the School Board employee(s) who actually performs such work, subject to adjustment on an annual basis upon agreement of the Parties. No drive time will be charged. Parts will be billed at cost, provided that the School Board sources such parts from the lowest cost provider reasonably available.

A detailed work order/invoice will be provided by the School Board to the Charter School within thirty (30) days of the completion of any work performed under this Section.

15. RETENTION OF CHARTER SCHOOL FUNDS

The School Board agrees to remit to the Charter School any funds to which the Charter School is entitled under section 1002.33(18)(e), Florida Statutes, including, at a minimum, any funds received through the reduction in the administrative fee provided in section 1002.33(20), Florida Statutes, for the renovation, repair and maintenance of the Facilities. The Charter School confirms that it will expend funds received under this paragraph only for permitted purposes under section 1013.62(4)(i), Florida Statutes, but in no event shall the School Board be relieved of any of its duties under this Agreement by virtue of the Charter School's receipt of such funds. Subject to the limitations provided herein, the Charter School may expend any funds received under this paragraph in its sole and absolute discretion.

16. **PERMITS, LICENSES, AND FEES**

The Charter School will obtain and pay for all permits and licenses required by law, including those that are associated with any capital improvements or Facilities alterations not performed by the School Board as provided herein. Unless otherwise agreed by the Parties, the Charter School shall obtain permits through University of Florida Environmental Health & Safety (EH&S). The Charter School shall provide a copy of all permits and licenses obtained to the School Board.

The School Board will obtain and pay for all other permits and licenses which may be required for the School Board to perform its obligations hereunder.

17. **NOTICES**

- A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either Party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

SCHOOL BOARD:

Superintendent
School Board of Alachua County, Florida
620 E. University Ave
Gainesville, FL 32601

With a copy to:

General Counsel
620 East University Avenue, Room 02-209
Gainesville, FL 32601
staffattorney@gm.sbac.edu

CHARTER SCHOOL:

Governing Board Chair
Newberry Community School, Inc.
25705 SW 15th Ave
Newberry, FL 32669

With a copy to:

Shawn A. Arnold, Esq., B.C.S.
3840 Crown Point Rd. Suite B
Jacksonville FL, 32507
sarnold@arnoldlawfirmllc.com

- B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

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- C. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight delivery company.
- D. Either Party at any time may update its address(es) for purposes of receiving notices hereunder by providing notice of such updated address(es) to the other Party in a manner permitted under this Section.

18. BREACH AND DEFAULT

- A. In the event that either Party fails to perform its obligations hereunder or otherwise breaches any provision of this Agreement, the non-breaching Party shall provide written notice of such breach to the breaching Party and provide the breaching Party with a period of thirty (30) days to cure such breach. In the event of any breach which is not cured within thirty (30) days of the breaching Party's receipt of written notice under this paragraph, such breaching Party shall be in default.
- B. In the event of any default under this Agreement, the non-defaulting Party may, but shall not be obligated to, perform the obligations of the defaulting Party at the Defaulting Party's expense and invoice the defaulting Party for all costs incurred in performing such obligations, which the defaulting Party shall pay within ten (10) days of receipt.

19. MUTUAL INDEMNITY

Only to the extent of the limitations of liability set forth in section 768.28, Florida Statutes, each Party (the "**Indemnitor**") hereby indemnifies and agrees to hold the opposite Party (the "**Indemnitee**") harmless from and against any and all liabilities, obligation, claims, damages, penalties, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or asserted against the Indemnitee or the Facilities and resulting in any way from the Indemnitor's occupancy and/or use of the Facilities or the surrounding areas, or the breach of any obligation of the Indemnitor under this Agreement during or with respect to the Term hereof.

20. PUBLIC RECORDS RETENTION

- A. **IF THE CHARTER SCHOOL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CHARTER SCHOOL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SCHOOL BOARD CUSTODIAN OF PUBLIC RECORDS AT 352-955-7461, PUBLICRECORDS@GM.SBAC.EDU, 620 E. UNIVERSITY AVE, GAINESVILLE, FL 32601.**

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- B. The Charter School shall comply with the Florida Public Records Law, Chapter 119, Florida Statutes, and will:
- i. Keep and maintain public records required by the School Board to perform the service.
 - ii. Upon request from the School Board's custodian of public records, the Charter School shall provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. The Charter School shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if the Charter School does not transfer the records to the School Board.
 - iv. Upon completion of this Agreement, the Charter School shall transfer, at no cost, to the School Board all public records in possession of the Charter School or keep and maintain public records required by the School Board to perform the service. If the Charter School transfers all public records to the School Board upon completion of the Agreement, the Charter School shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Charter School keeps and maintains public records upon completion of this Agreement, the Charter School shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board upon request from the School Board's custodian of public records, in a commercially reasonable format.
- C. The failure of the Charter School to comply with the provisions set forth in this Section shall constitute a default and material breach of this Agreement, which may result in immediate termination of this Agreement, with no penalty to the School Board.

21. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written document signed by authorized representatives of the Charter School and the School Board.

22. EXECUTION

This Agreement may be executed in counterparts (including by email), any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.

23. **SEVERABILITY CLAUSE**

The terms of this Agreement shall be severable such that, if any term herein is illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Agreement, unless the severing of such term would defeat the purpose of this Agreement.

24. **JURISDICTION**

The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. Any dispute between the Parties arising from or relating to this Agreement shall be subject to and resolved in accordance with section 1002.33(20)(b), Florida Statutes. Notwithstanding the foregoing, venue for any litigation arising from or related to this Agreement shall lie exclusively in Alachua County, Florida.

25. **WAIVER**

No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege, or be construed as a waiver or acquiescence thereto. No waiver shall be valid against any Party, unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

26. **ATTORNEYS' FEES AND COSTS**

The Parties hereby expressly agree that each shall pay all costs and expenses, including reasonable attorneys' fees, which may be incurred by the opposite Party in enforcing the provisions of this Agreement. Notwithstanding the foregoing, if either Party defaults in the performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof the other Party employs the services of an attorney to enforce its rights hereunder, then the prevailing Party shall be entitled to its reasonable attorneys' fees and all expenses and costs incurred by the prevailing Party pertaining thereto (including costs, expenses and fees relating to any appeal(s) and any other costs of collection), and in enforcement of any remedy. This paragraph shall not be construed as a waiver of or as affecting in any way the Parties' rights under section 1002.33(20)(b), Florida Statutes.

27. **FORCE MAJEURE**

Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such Party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, hurricanes or tropical storms, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed Party: (i) gives the other Party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed cannot correct its failure or delay in performance during that period of time, despite using its

reasonable commercial efforts to do so, the other Party may terminate the affected portions of this Agreement.

28. DESCRIPTIVE HEADINGS

The headings used herein are descriptive only and for the convenience of identifying provisions and are not determinative of the meaning or effect of any such provision.

29. AUTHORITY

Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties hereto have executed this Facilities Management Agreement on the respective dates under each signature.

"SCHOOL BOARD"

THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA

By: Sarah Rockwell
Sarah Rockwell, Ph.D., Board Chair

Date: 06/03/2025

Attest: Kamela Patton
Dr. Kamela Patton, Superintendent

Approved as to form:

David D. Delaney
David D. Delaney, Esq.
School Board Attorney

"CHARTER SCHOOL"

NEWBERRY COMMUNITY SCHOOL, INC.

By: Delek E. Danne
Delek Dane, Esq., Board Chairman

Date: 8-5-2025

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Memorandum for the President
Subject: [Illegible]

MEMORANDUM FOR THE PRESIDENT

Subject: [Illegible]

[Illegible]