

# Brian L. Carpenter, PhD, CFE

## the Board Doctor is In™



January 13, 2023

Dear TCCA Board of Directors:

I consider it a privilege to have been engaged by you to conduct a school performance audit and board retreat for Treasure Coast Classical Academy, on Monday, November 7th through Wednesday, November 16th, 2022. Every interaction I had with individuals from your faculty, staff, service providers, and board made me feel welcomed and honored. It was instantly apparent to me that TCCA is a school that impacts lives and will do so far into the future. This report is intended to help you do just that. As you read and consider what actions to next take as a board, there are a number of things to keep in mind.

First, my recommendations consist mostly, but not entirely, of my opinions. This is because, apart from various requirements found in statutes, regulations, and the charter itself, it is difficult to compare most of what I recommend with authoritative sources for charter school best practices because few such authoritative sources exist. This often leaves me in the awkward position of having to cite my own books on charter school governance, strategic planning, and enterprise risk management. In the end, the majority of my “best practice” recommendations simply reflect my opinions which arise out of my experience as a school leader or consultant for most of the past 30 years.

Second, my observations and recommendations are based on my perception of things I observed, read, or was told. Such perceptions are, of course, subject to numerous limitations by definition. One immediate limitation I try to bear in mind when doing performance audits is known in the literature as a WYSIATI error—making the mistake of thinking that What You See Is All There Is.<sup>1</sup>

Although I did my best to get a comprehensive picture of TCCA by interviewing and/or querying various individuals (see the list p. 3), reviewing more than two dozen key documents (see the list pp. 4-5), surveying the board and surveying full-time TCCA faculty and staff (see Attachments A & B), and observing operations onsite for a full week (see pp. 7-33), I realize that it is impossible for me to have seen all there is to see.

Accordingly, while this report provides numerous recommendations covering the ten functional areas of charter school management and governance, for the record, I am willing to revise my observations and/or recommendations should I be provided additional and/or different information that materially changes anything I have stated herein.

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<sup>1</sup> See “Thinking, Fast and Slow” by Daniel Kahneman, et al.

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Your board is, of course, free to disagree with anything I've written, and/or reject any recommendation herein. This prerogative arises out of the fact that the board as the charter holder exercises legal ownership of TCCA.

Lastly, I appreciate that the 55 observation in this report may seem overwhelming, so I have marked what I consider to be the top 25% with a red flag. ► Also recall that my contract with you includes my assistance through 12/31/23 via any or all of the following means:

- 24 hours of remote assistance (You can use these to phone, Zoom, or ask me to review information on the board's behalf as the need arises.)
- "ask me anything sessions" typically twice a month, the times and dates for which are updated monthly on my website, and announced to my client list via email. (In order to receive these emails, you must be subscribed to my client list. Please contact me for the link if you wish to subscribe.) One of the best things about the AMA sessions is that they do *not* count against your remote assistance hours.
- at least eight webinars per year (also announced on my site and via email to my clients)
- access to my digital development library (which contains past webinars, fully produced videos, content-rich handouts, and more)

I heartily applaud your collective efforts to change lives and preserve the US Constitution through classical education.

Warmest regards,

Brian L. Carpenter, PhD, CFE

P.S. As a result of participating in several board meetings and talking with board members and staff since I left campus, I'm aware that several recommendations herein have already been adopted by the board, and/or are being worked on by Optima and/or TCCA personnel. Nevertheless, I've included them in this report for purposes of documentation. For any recommendation which I am aware has already been adopted, I've placed a gold star beside it. ★

P.S.2. As you will read, you will notice that this report is devoid of generic recommendations such as everyone should work harder to get along, or Optima needs to communicate better, or similar relational exhortations. This is because, I don't believe that most of the problems facing TCCA arose out of relational deficits. I believe most of the problems that have arisen did so because the board has been largely uninformed, both about the problems themselves, and about the solutions. Having now informed itself as a result of this performance audit, I think the burden of ensuring that these problems are resolved rests primarily with the board, not with TCCA's faculty and staff.

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People interviewed and/or queried in the course of this performance audit

### **TCCA Board Members<sup>2</sup>**

1. Joseph Featherstone
2. Brandon Miller

### **TCCA Employees and former employees<sup>3,4,5</sup>**

1. Kirsten Pendleton, Principal
2. Tara Hazel, Math Coach
3. Sam Foat, Dean of Students, Upper School
4. Tara Zettler, Dean of Curriculum and Instruction
5. Mark Greene, Dean of Students
6. Tara Martin, MTSS/Gifted
7. About a dozen faculty and support staff in various small group meetings
8. Jenn Wiggins, Former Dean of Curriculum and Instruction
9. Christa Kennard, Former Student Services Director

### **Service Providers to TCCA**

1. Erika Donalds, Optima,<sup>6</sup> Owner
2. Bill Tennant, Optima, IT Services
3. Tama Williams, Optima, SOM (hired by Optima around the time I was on campus)
4. John Snyder, Owner, ESI
5. Charisse Bitner, Insurance Representative, Egis Advisors
6. Jeff Wood, ESQ, Tripp Scott Attorneys at Law

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2 All five board members were offered the opportunity to meet with me individually.

3 As far as I understand it, TCCA leases all of its employees through ESI for benefits purposes, however, I refer to them herein as TCCA employees, not for legal considerations, but because of their de facto status as such.

4 I have used employee titles as they appear in my notes with apologies in advance for any inaccuracies.

5 Given the cruciality of retaining capable employees and that the board does not appear to have any mechanism for reviewing exit interviews, I asked to interview these two former TCCA key employees, who, I learned during the course of the performance audit, despite being outstanding in the principal's opinion, chose to leave TCCA.

6 For simplicity's sake throughout this report, I use "Optima" interchangeably to refer to the Optima Foundation and OptimaEd, unless otherwise specified. That one is organized as a non-profit and the other an LLC has little-to-no bearing on the performance audit's observations.

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### Documents reviewed<sup>7</sup>

1. Provided board minutes from 10/8/20 through 9/13/22
2. The 47-page, five-year charter contract (effective 7/1/19 through 6/30/24) between The School Board of Martin County, FL and Treasure Coast Classical Academy, Inc., executed 9/5/2018
3. TCCA current bylaws (executed 2/12/19)
4. Current Service Agreement between The Optima Foundation, Inc., and Treasure Coast Classical Academy, Inc. (executed 1/21/19)
5. First Amendment to [the Optima] Service Agreement (executed 6/14/19)
6. Contract between InnoKlean, Corp. and TCCA (executed 7/28/20)
7. 2020/21 Renewal Contract Nonprofit Food Service Program between Optima Foundation/TCCA and Florida Department of Agriculture and Consumer Services Division of Food, Nutrition and Wellness (executed 5/14/20)
8. TCCA balance sheet and four-page P&Ls as of 9/30/22 AND 10/31/22
9. TCCA 2022-2023 Annual Budget, Detail (four pages)
10. TCCA management representation letter to McCrady & Associates, PLLC dated 9/23/22 (initialed by “DGC,” but not dated )
11. IRS Form 990 for TCCA for the period 7/1/2020 through 6/30/2021
12. Financial Statements with Independent Auditor’s Reports from McCrady & Associates Certified Public Accountants dated 6/30/22
13. Numerous stakeholder emails sent to the board from 11/14/22 onward.
14. Certificate of liability insurance coverage and certificate of property insurance coverage through 7/1/23
15. Emails regarding allegations of fraudulent reporting of certified staff as classroom teachers or co-teachers
16. Email response from Thomas Sternberg, ESQ, regarding my inquiry about Florida school transportation requirements for charters.
17. Letter dated 10/31/22 from Optima to TCCA staff announcing a shift from ESI to Optima for human resources (including insurance benefits), payroll, and recruiting functions.
18. An agreement executed 4/30/18 between TCCA and The Arnold Law Firm (the former’s general counsel prior to engaging Mr. Wood/Tripp Scott Attorneys)
19. Seven-page letter dated 9/22/22 from The Optima Foundation to the TCCA Board in “response to [nine] employee concerns [which had come to the board’s attention]”

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<sup>7</sup> I read some documents in their entirety such as the charter contract, but some I merely reviewed, such as the charter application. The decision to read or review any particular document was made on the basis of its perceived relevance to the ten functional areas I examined during the performance audit. Although all these documents are publicly available under the law, I’ve attached some whose existence may be obscure (and thus more difficult to locate).



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20. Anonymous two-page letter to the board president from a TCCA employee (circa July 2022)
21. A TCCA vendor report for October 2020 through October 2022 of all vendors paid by the school.
22. TCCA Certificate of Accreditation
23. TCCA Assessment Calendar for 2022-23
24. A spreadsheet (generated at my request) showing the number and percentage of TCCA students with an IEP, 504, EL, or Title I designation
25. TCCA policy manual
26. TCCA's 290-page charter application (signed as submitted 1/27/18)
27. Annual employment contract (with job description included) from ESI for the principal, executed 5/9/22
28. Information Technology Services Agreement, executed 8/3/22
29. 15 editions of current school year newsletters
30. Email dated 10/15/2 from Mrs. Donalds to Mr. Snyder, apparently denying the latter the opportunity to appeal Optima's decision to terminate ESI's contract.
31. Email dated 8/17/22 from an Optima employee directing that ESI terminate the employment of a substitute teacher (i.e., and instructional employee).

### Surveys Administered

1. Board pre-retreat survey; 100% participation by all five board members (See Attachment A)
2. TCCA Full-Time Faculty & Staff Opinion Survey (anonymous); 71% participation rate (72 respondents) ( $\pm 6.22\%$  margin of error at a .95 confidence interval) (See Attachment B)

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### List of Attachments to this Report (in the order they are referenced in this report)

- A. Board pre-retreat survey
- B. Full-time TCCA Faculty & Staff Opinion Survey (anonymous)
- C. Letter dated 10/31/22 from Optima to TCCA staff announcing a shift from ESI to Optima for human resources (including insurance benefits), payroll, and recruiting functions.
- D. Email dated 10/15/2 from Mrs. Donalds to Mr. Snyder, apparently denying the latter the opportunity to appeal Optima's decision to terminate ESI's contract.
- E. Seven-page letter dated 9/22/22 from The Optima Foundation to the TCCA Board in "response to [nine] employee concerns [which had come to the board's attention]"
- F. FOCUS printout of actual class sizes as of 1/5/23 by teacher name and grade level
- G. Excess class size spreadsheet created by me using the data in Attachment F.
- H. Email dated 8/17/2 from an Optima employee directing that ESI terminate the employment of a substitute teacher (i.e., and instructional employee)
- I. Anonymous two-page letter to the board president from a TCCA employee
- J. Current Service Agreement between The Optima Foundation, Inc., and Treasure Coast Classical Academy, Inc. (unexecuted version)
- K. My recommended No Action Until policy template

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### Observations, Discussion and Recommendations

The information in this section contains both strategic recommendations and best practice recommendations,<sup>8</sup> continuously numbered for ease of reference. I've organized these as follows.

First, I share the three strategic recommendations I presented to the board at its retreat on Saturday, 11/12/22. I expand the discussion on some of these in the report, for example, with respect to recommendation #2.

Following these, in no particular order, I share my observations,<sup>9</sup> discussion and recommendations<sup>10</sup> within each of the ten functional areas of charter school management and governance.

In more than a few instances, recommendations overlap categories (i.e., recommendations that could fit in either financial management or risk management, etc.), so, I merely placed each in the category that seemed the most intuitive.

Lastly, because the primary purpose of this audit is to offer recommendations for improvement, I've omitted, with a couple of exceptions, commendatory observations. This should not be interpreted to mean that I didn't observe anything commendable at TCCA—I certainly did. But the real value-add in a performance audit such as this lies in communicating those areas that I believe need the board's attention, so this is where I've focused this report.

### **STRATEGIC RECOMMENDATIONS**

My first two days on campus (11/7 and 11/8) immediately preceded the hurricane closure on Wednesday and Thursday, and the scheduled Veteran's Day closure on Friday. During those first two days, multiple individuals with whom I spoke (some of whom were in groups) during these first two days expressed concerns about the imminent change in insurance plans (which I later learned had been conveyed by Optima in a letter to TCCA staff about a week earlier on 10/31/22. See Attachment C). People also expressed a variety of assertions which I interpreted as a lack of trust in Optima, such as:

<sup>8</sup> I make a distinction herein between strategic recommendations and best practice recommendations for improving governance and management. "Strategic" in this context means recommendations that I believe will significantly alter the school's present trajectory rather than merely improving its performance.

<sup>9</sup> I use the word "observation" rather than "finding" because the latter more aptly applies to things for which an authoritative standard of performance exists.

<sup>10</sup> To avoid repeatedly writing "I recommend," I've simply written the recommendations themselves. Please interpret all of them as such.

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- “[I was told by Optima that I] couldn’t talk to the board;”
- “One thing gets [said by Optima at parent meetings]; another gets done;”
- “[I was] promised a stipend [that I haven’t received];”
- “Things are being taken from [TCCA’s] drive and [being] distributed to other schools;”
- “[It feels like Optima keeps its] thumb on us.”

In order to ascertain whether such sentiments and/or the concerns about changing insurance providers was more widely felt beyond some of the dozen (or so) people with whom I spoke, I conferred with the board president and the principal about conducting a quick survey of TCCA full-time faculty and staff whose results could be shared with the board at the retreat on 11/12. With the school’s assistance, I launched the survey on Wednesday and closed it on Friday evening. Seventy-one percent of full-time faculty and staff responded. (See Attachment B.) As a result of their aggregate responses, I made the following three recommendations to the board at the retreat:

1. Given that:
  - a. 73.5% of survey respondents indicated either that they were not in favor of switching healthcare plans (31.8%) or that they do not have enough information at this point to say one way or the other [whether they are in favor of switching] (41.7%);
  - b. 90.1% of respondents indicated that they do not recall or are aware of management soliciting their input [about switching plans] prior to the announcement;
  - c. 62% of respondents indicated that they either somewhat agree (29.6%) or strongly agree with the statement (32.4%), “I trust ESI’s management of TCCA’s HR-related matters”;
  - d. the frequency of open-ended comments which included various concerns about the plan to switch and/or the process that led up to it, as well as support for ESI;
  - e. Optima’s apparent denial of ESI’s request to appear before the board on its agenda about its contract on 10/15/22 [see Attachment D];
  - f. Faculty morale and trust are imperative for the long-term success of TCCA,

★ I recommend the board hold a special meeting in the next 48-72 hours to deliberate this issue, then vote on whether to permit Optima to continue its activities to switch employee healthcare plans, or to override its decision, thereby nullifying ESI’s contract termination.

**OPTIMA RESPONSE:** At the time of Dr. Carpenter’s visit, no decision had been made to terminate TCCA’s relationship with ESI. The document referenced in 1.e. was sent in regard to Optima’s other school contracts and excluded TCCA. The attachments to the source email were letters from each of the other schools, signed by their board chairs. Communication to TCCA staff on the ESI relationship and the change in benefits providers was conflated. We planned to switch benefits providers, as stated in our contract with the school, regardless of the board’s decision to remain with ESI as the HR provider. This has since been reversed and

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Optima has implemented the board's decision to remain with ESI and Florida Blue.

★ **Ancillary recommendations:** I recommend that the board establish clear policies limiting Optima's authority with respect to encumbering school funds above a reasonable threshold (i.e., \$20K-\$25K), canceling board-approved contracts, and making decisions which substantially change employment terms of TCCA's employees.

2. Given that 47.9% of survey respondents either somewhat disagreed (29.6%) or strongly disagreed (18.3%) with the statement, "I trust Optima's management of TCCA," and the frequency of open-ended comments which include something similar or related, I recommend that the board establish an ad hoc committee consisting of board members to examine the underlying causes (some specific examples of which are contained in various comments) directly with faculty and staff, and report back to the board with recommendations for addressing the concerns of TCCA employees.

Ancillary recommendations: I recommend that the board establish policies which more clearly delineate Optima's management responsibilities with respect to academic oversight from those of the principal, that the principal be required to report to the board any instances where Optima does not approve her requests for academic/instructional purchases, and that Optima no longer evaluate the principal's performance.

OPTIMA RESPONSE: We have been working since Dr. Carpenter's visit to address concerns in the survey comments, as well as to educate faculty on Optima's role in the school. Some of the comments have been addressed in previous communications to the board. Many are based on rumors or misunderstandings and were made in the heat of the since-resolved HR/benefits issue. An anonymous survey is conducted toward the end of each school year which could be utilized to gather more specific and actionable responses. The board could assign a member to work with Optima to send the survey, have it come from the board, and then review raw responses.

We support a policy which would require the principal to inform the board when academic or instructional purchases are not approved (we are not aware of any unless they were not part of the Hillsdale program). Optima's Director of Academics is in the best position to evaluate the Principal's performance as she meets with the Principals weekly, observes them and their faculty, reviews academic performance data, and is familiar with Hillsdale's program and expectations. The proposed evaluation is presented to the board for revisions, comments, and ultimate approval. We recommend keeping the current Principal evaluation process in place.

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3. Based on the fact that it took me four clicks on the school's website to find the announcement for this meeting [on 11/12/22], and that board meetings have frequently occurred during times when teachers cannot be present, and that various employees told me that they have been told by Optima not to speak to the board, and that various survey responses include comments that indicate a desire for the board to become more aware of the work they do, etc., I recommend that the board:
- ★ a. Direct Optima to post meeting announcements on the front page of the website;
  - ★ b. Hold its regular meetings at times that do not conflict with faculty and staff normal work hours (e.g., 6:00 pm);
  - ★ c. Always invite the public to attend via Zoom;
  - d. Create mechanisms by which unfiltered faculty and staff feedback can reach the board (such as that which was produced by my survey).

OPTIMA RESPONSE: Optima does not instruct employees not to speak to the board. We do encourage faculty and leadership to follow chain of command and [board policy 1700](#) regarding board communication. See above recommendation for a board-led survey to satisfy 3.d.

## BEST PRACTICE RECOMMENDATIONS

### A. Instructional leadership

4. Observation: According to the instructional coaches, deans and similar TCCA roles, roughly 25% to 33% of their workweek is devoted to car line and/or lunchroom duty. Discussion: Every hour an instructional leader spends on duties that can be sourced to (less expensive) support staff is an hour that can't be spent on improving instruction and/or directly meeting the needs of students. Recommendation(s):
- a. Although the faculty and staff in charter schools often have ancillary duties such as car line supervision, I recommend that TCCA explore more efficient alternatives.
  - b. Direct Optima to inform itself of this issue and to report what it learns and any modifications it chooses to make as a result. (Recall that an Optima supervisor stated during the retreat words to the effect, that this was the first she'd heard of this.)

OPTIMA RESPONSE: The principal confirmed that the schedule has been revised and this issue has been rectified. She discussed the issue with the administrative team last week and said they have not been in the cafeteria to monitor lunches. The upper school dean does go in during middle school lunch at times for visibility.



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5. Observation: In observing six classrooms for about 30 minutes each,<sup>11</sup> to varying degrees, I observed students not on task, being disruptive, not following teacher directions/redirects, and/or distracting others.

Discussion: This struck me as particularly indicative of the need for greater management attention because, as all educators know, the presence of a visitor in a classroom generally tends to improve student conduct—especially when the visitor is taking notes (as I was). In this instance, my presence did not seem to improve classroom decorum (although it's possible that student misconduct is even more pronounced in the absence of a visitor).

Recommendation(s):

- a. Provide suitable (or more frequent) professional development and/or resources/support on classroom management to teachers.

OPTIMA RESPONSE: Optima's Director of Academics observes classrooms monthly, the last visit being on January 11<sup>th</sup>. Her overall assessment of classroom management is that scholars are engaged, classes are orderly, and teachers have authority in the classrooms. We will pay particular attention to this in future visits, in discussions with the Principal, administrators and coaches, and in reviewing the school's professional development plans.

The academic leadership team is currently leading the faculty in a study of *Tried and True*, a book focused on pedagogy, written by Dr. Coupland, Dean of the Graduate School of Classical Education at Hillsdale College. In addition, the principal is meeting weekly with a group of teachers (new to TCCA) to focus on classroom management. Hillsdale's team is visiting on February 23<sup>rd</sup>. They will observe every classroom teacher and provide specific feedback, as well as send a report to the board on their findings. This should provide a more comprehensive view of the school's instructional leadership performance.

6. Observation: Related to the preceding, I noticed that "bell-to-bell" instruction was not typical. Discussion: Assume 900 hours a year of instructional time for an elementary student.<sup>12</sup> If only five minutes per day on a 180-day calendar are lost, the student loses 15 hours of learning opportunities, or about three full days of school.

Recommendation(s):

- a. Implement techniques such as putting problems on the board for students to work when they enter the room, streamlining attendance taking (or even automating it), and enforcing standards of classroom conduct.

OPTIMA RESPONSE: See answer 5.a. above. Our Director of Academics observes that most teachers assign bell work, which is our standard practice, and are effective at maximizing class time. This will be reinforced and addressed with school leadership to monitor for consistency.

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Note that the state of Florida's required number of instructional hours are 720 for grades K-2 and 900 for grades 3-12. TCCA scholars average just over 1,100 instructional hours each school year.

- 7. **Observation:** Class sizes are larger than those which Florida law appears to me to allow<sup>13</sup> (although they are not so large as to reduce teacher effectiveness, in my experience).  
**Discussion:** In document #19 (see Attachment E), Optima responded to nine TCCA concerns, including class size. While Optima's response *asserted compliance*, I noted that no data with respect to actual class sizes was included in its response, thus impeding the board from drawing its own conclusions. Accordingly, I requested and reviewed a printout of actual class sizes as of 1/5/23 by teacher name and grade level (see Attachment F). From this, I created a spreadsheet that, at the time of this report, appears indicate that TCCA has more than 85 FTE students in excess of what Florida law permits (see Attachment G). Roughly speaking, these 85 students represent about \$680,000 in current-year revenues to which the school may not be entitled.  
**Recommendation(s):**  
a. Work with your general counsel in determining whether or not the school's class sizes are, in fact, within what the law allows, then take appropriate action as may be necessary.

11 Although a half-dozen classes is not a sufficient sample size to scientifically conclude that the observations therein can be reasonably applied to all classes, I include my observations here for management's evaluation.

12 [https://nces.ed.gov/programs/statereform/tab1\\_1-2020.asp](https://nces.ed.gov/programs/statereform/tab1_1-2020.asp)

13 Note: While this is related to observation #18, I've treated them separately because each documents distinct actions, i.e., the decision to admit more students than the law appears to allow, and the decision to assign certified staff in the database to classes which they are not teaching or co-teaching.

**OPTIMA RESPONSE:** The following data is extracted from the Martin County School District Focus Class Size Report on October 14, 2022. This is the official day that Class Size was calculated by the district for the purposes of compliance with state requirements. TCCA's averages were less than the required Class Size Limits for all age groups as follows:

- K-3 was 17.35 versus the limit of 18
- 4-8 was 21.26 versus the limit of 22
- 9-12 was 16.72 versus the limit of 25

### MCSD Focus Class Size Report as of October 14, 2022

Class Size Report		Charles Marshall	(0421) TREASURE COAST CLAS...	SIS
		2022-2023	Quarter 1	ERP
Setup	Students	Users	Scheduling	Grades
Assessment	Attendance	Discipline	Forms	Billing
Eligibility	Florida Reports	Reports		
October 14 2022 Refresh Date				
<input type="checkbox"/> Only show rooms over class size.				
<input type="checkbox"/> Display Grade Level Ranges				
Elementary School Average: 17.35				
Middle School Average: 21.26				
High School Average: 16.72				
<input type="checkbox"/> Self-contained				
<input type="checkbox"/> Block Scheduling				
<input type="checkbox"/> Ind or Small Group Instruction				
<input type="checkbox"/> Multi Classroom or Pod				
<input type="checkbox"/> Alt Week Schedule				
<input type="checkbox"/> Co-teaching				
<input type="checkbox"/> In class 1-on-1				
<input type="checkbox"/> Wheel Class				

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A specific, state-required report is used to calculate class size. Other Focus reports may not reflect the class size calculations based on Florida Statute 1011.685, which states that the class sizes are averages of all core and therapy pullout classes. The [FAQ on the Florida Department of Education website](#) provides more detail, including recommendations which TCCA uses, such as co-teachers and remediation classes. These are not reflected in the reports in Attachment F. Note that the FAQ and statute state that schools and districts can “*Use any other approach not prohibited by law*” to meet class size limitation requirements.

Optima procedure (2100-OC-OE-P-SOM) Class Size Amendment Compliance Priorities states that each principal will decide which approach is used to mitigate class size limits for each school; however, this was determined by the previous principal when the enrollment plan was established in the previous school year. TCCA uses co-teachers and speech/language therapy pull-outs. In the future, the school can choose to also use remediation classes.

### Excerpt from Optima Procedure 2100

#### 10 Principal Selects Class Size Amendment Resolution Approach

The principal selects one or more of the following Resolution Approaches

1. Therapy Classes are on Fridays
2. Pull-out Remediation Class during Music/Art/Spanish Rotation on Fridays
3. Co-Teachers assigned to newer teachers

The following is an example of the impact of one student remediation class on class size. Note that the average class size of this one class went down from 22.00 to 17.80 by adding one remediation class. TCCA and all Optima schools use remediation classes and speech/language therapy pullouts in the ordinary course of business and not only for the purpose of class size compliance.

K-3 Class Size Average is required to be 18 or less.

	K-3	
	Students	Teachers
ELA	22	1
Math	22	1
Science	22	1
Social Studies	22	1
PE		
Music		
Art		
Spanish		
ELA or Math Remediation	0	0
<b>Total</b>	<b>88</b>	<b>4</b>
Average Class Size	22.00	

We can meet that limitation by having at least 1 student in remediation with 1 teacher one day of the week.

	K-3	
	Students	Teachers
ELA	22	1
Math	22	1
Science	22	1
Social Studies	22	1
PE		
Music		
Art		
Spanish		
ELA or Math Remediation	1	1
<b>Total</b>	<b>89</b>	<b>5</b>
Average Class Size	17.80	

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### B. Operations

School operations appeared safe, smooth and orderly, however, as the board is aware, it appears there are significant trust issues between Optima and TCCA, as well as what might be broadly termed “role problems” with respect to operations that I think are counterproductive.

- 8. Observation: As the board is aware, afternoon car lines are so long that they cause traffic to be backed up on the main street.
- Discussion: Apart from widening campus roads, and/or adding an awning to the east side of the building to facilitate more students waiting out front (thereby reducing car line wait time by eliminating the time it takes students to walk from interior waiting spaces), no solution seems readily apparent to me to the lengthy car line.
- Recommendation(s):
- Prior to, or concomitant with, adding portables or other construction that will increase campus capacity, widen campus roads and/or add parking lots and/or re-explore other solutions such as operating bus routes. (And bear in mind that widening campus roads/and or adding parking lots will likely have to be completed during summer months when school is not in session.)

OPTIMA RESPONSE: As the board is aware, we are in ongoing discussions with the county regarding traffic concerns and have been required to address backup on Cove Road prior to receiving the permit for expansion. We had an in-person meeting with the county on Friday, January 20, 2023, and it was discussed that all available remedies have been exhausted and safety issues have been adequately addressed regarding pickup and drop-off, aside from those that require construction. We were told by county staff that traffic is no longer holding up the permit, but that they are beyond the response deadline for other reasons. The expanded carline and turn lanes will be completed prior to construction of the expansion as agreed to with the county.

Our current afternoon carline runs just under 45 minutes, which means we are loading about 20-25 students per minute in the afternoons. No single car needs to be in line for more than 20 minutes, and those who are choose to arrive before dismissal. In observing other charter school carlines, we believe this is among the most efficient operations we have seen.

The school did explore busing but it was cost prohibitive at the time. Now, the national shortage of buses and bus drivers makes adding this service nearly impossible.

9. Observation: Various TCCA employees expressed concerns about the school’s IT services similar to this survey respondent: “We are subjected to an extremely rude IT person each week that continues to be unprofessional and insulting [toward] our staff and teachers but because he’s ‘Optima’ no one dares to complain to Optima.”
- Discussion: As the board is aware, the school has a contract with Optima for IT services in the amount of \$151,536 annually (document #28), in addition to the fees charged under

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the Service Agreement. While this amount is congruent with what I'd expect for a school the size of TCCA, the IT Director told me that he is only on campus one day a week (which is what the contract stipulates). And though the contract provides for "unlimited remote support hours" [§2.1], for the money, in my opinion, the school's IT needs would be better served by hiring an in-house, full-time, IT Manager who will be on campus everyday and be accountable for his/her conduct and performance to TCCA's principal.

### Recommendation(s):

- a. Evaluate the current IT contract (which has an auto-renewal clause) and decide whether it would be a better use of school funds to bring IT services in-house.
- b. If the board decides against (a.), do an RFP managed by TCCA employees (given the inherent conflict of interest that Optima has as a potential continued IT vendor).
- c. Adopt a board policy directing the principal to report to the board any future allegation of any vendor with whom the board contracts, any conduct that is unprofessional, insulting, or otherwise unacceptable. (See related recommendation #15.b.)

**OPTIMA RESPONSE:** TCCA's dedicated IT Specialist is overseen on-site by the School Operations Manager. Concerns about his professionalism or quality of service can be addressed directly by the SOM or by his supervisor, the IT Director at Optima. We have addressed the one concern raised in the survey and had received one other prior to the survey (we do not know if these came from the same person, but they are very similar) which was also addressed by the IT Director. The feedback we have received on Optima's IT services at all schools including TCCA is that it is effective, efficient, and a vast improvement over previous outsourced vendors. We have not received any complaints about the quality of IT service, nor have there been IT issues that would suggest a concern with the quality of the IT Specialist's work. We do not recommend an in-house, full-time IT Manager to be overseen by the Principal for several reasons:

1. The Principal must be focused on academic leadership of the school.
2. The Principal does not have experience managing or overseeing IT.
3. The school would be dependent on one person for IT knowledge and support, which is a huge risk in such a competitive labor environment. Optima currently has 5 individuals who are cross trained to support TCCA as backup, including one IT director with high level computer engineering expertise.
4. Optima established IT services because we wanted support personnel who understood the specific hardware and software needs of our schools. We have been working for the past year building up the ability to support all the schools' software systems in addition to hardware (note that comparable contracts with other IT firms are generally only for hardware support). With more than 20 systems used for each school, it takes time to get up to speed and presents even more a risk in the case of employee turnover.
5. Optima's IT specialist has the capacity to support the expansion and the second location. He can be called in for additional on-site service at the current location whenever needed and has done so as the timing of certain tasks have required.



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10. Observation: Staff informed me that two-way radio signals are inadequate in terms of reach from the building to the furthest point on the south end of campus roads.

Discussion: This limits communication between employees in the building supervising children and the employees supervising the car line.

Recommendation(s):

- a. Direct Optima to explore solutions that will facilitate further reach of two way radios, and implement them, if feasible.

OPTIMA RESPONSE: New walkie talkies were purchased this school year which are capable of reaching each end of campus when fully charged. We will investigate this issue and implement any necessary remedies.

11. Observation: The IT Director reported that teachers sometimes separate Chromebooks from carts.

Discussion: To preserve the fidelity of asset control, it's important to be able to account for school assets (such as Chromebooks) at all times.

Recommendation(s):

- a. Devise asset control procedures that preserve the fidelity of asset control, such as requiring TCCA staff to keep carts and computers together.

OPTIMA RESPONSE: We will investigate this issue and explore possible remedies.

13. Observation: Multiple TCCA employees expressed concerns about timely receipt of curriculum and supplies, such as this survey respondent: "where the budget is concerned, outside of TCCA's hands is the approval of our curriculum purchases and financing. This year, the curriculum inventories were completed on time and shared. Purchasing is allowed mid-summer, when the fiscal year changes. Approval to purchase tens of thousands of dollars' worth of curriculum *was pushed back over a month*. The curriculum then arrived late and instructional time was wasted, as teachers scrambled—even with support—to fill in the subjects areas without curriculum with quality instruction. Some variables are uncontrollable: being delivered the wrong pallet of goods, out of stock school supplies, etc. However, *this is the second year in a row that the curriculum has been late*,



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and teachers have had to teach without curriculum. Though they do it well, it should not have to happen. All of this being said, when the school supplies also arrived later than expected—though due to shortages—the Optima personnel that work in the TCCA building, as well as TCCA’s administrative staff, worked incredibly hard to get supplies out prior to teachers arriving for training.” (italics added)

Discussion: Because of supply chain problems both during and after the pandemic, I don’t know the extent to which these problems are, or are not, within management’s control, however, the issue appears to be worth evaluating.

Recommendation(s):

- a. Direct Optima to evaluate the timeline/process for ordering curriculum and supplies to determine if it can be improved (e.g., granting approvals earlier).

**OPTIMA RESPONSE**: Optima’s CFO and finance team did a thorough review of purchasing processes and analyzed past issues, and have implemented various improvements, including hiring a dedicated purchasing manager, increasing the school’s available credit with key curriculum vendors, and revising the internal timeline for approvals and orders. We believe that these improvements, along with better shipping times and fewer supply chain issues in the market overall, will remedy many of the past issues with purchases and receiving.

- 14. Observation: In at least two instances of which I am aware, Optima has hired employees away from TCCA to be its own employees.

Discussion: The ability of Optima to hire TCCA employees away from the school creates an inherent conflict of interest for Optima, particularly because Optima’s owner is also the school’s executive director of record (though her name does not appear as such on the school’s website, thereby potentially leaving parents and other stakeholders to conclude that the principal is TCCA’s most senior manager). As such, I posit that Optima has a fiduciary duty (of loyalty) to TCCA in which it should not be able to hire away its employees.

Recommendation(s):

- o. Through board policy and/or contract revision, prohibit Optima from hiring away TCCA employees.

**OPTIMA RESPONSE**: We disagree with this recommendation as stated in previous correspondence to the board (copied below), but in addition, the recommended policy or contract revision could be a violation of federal antitrust laws. The Federal Department of Justice views these “no-poaching” agreement between companies as a violation of employees’ rights to a competitive marketplace for their services (See [DOJ Guidance Release here](#)). DOJ guidance specifically identifies the following as one of its [Antitrust Red Flags for Employment Practices](#): “Agree with another company to refuse to solicit or hire that other company’s employees.”

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Previous communication to the board on this topic dated September 22, 2022:

*One benefit of being part of a network, instead of just a single school, is the ability to provide pathways for outstanding faculty to increase their responsibility and impact through continuous professional development and career advancement. This is a great advantage to the employee because they can continue in the same culture and mission that they love while still reaching their long-term career goals. Each school, instead of losing these employees to other schools or to the district, can still benefit from the employee's growth and expertise as part of the same network support system. Moving these employees up also allows a place for up-and-coming leaders to develop and shine. This cycle of career advancement builds the school's bench and improves the network at all levels.*

*Since TCCA is the most mature school in the network, several faculty members have shown themselves to be capable of future school leadership. We invest in these employees by providing an aspiring leaders program and encouraging them to participate. We want to create a culture where employees know we are interested in their goals and helping with their attainment. We would never want to give the impression of trying to hold people back from applying for a position they aspire to by not informing them of the opportunity or otherwise discouraging their advancement.*

- 15. Observation: Provisions in the existing Service Agreement (document #4) contain contradictory language about Optima's role in instructional matters. This blurs the boundaries between Optima's role and the principal's role, and creates a situation in which the principal is accountable to the board *and* Optima. Because of this, the principal is logically disincentivized to bring problems with Optima's performance to the board. Discussion: Note the contradictions in the statements excerpted from the current Service Agreement (italics added):
- Recital F. "... the parties desire to establish this arrangement for Service Provider to act in the role similar to an Executive Director of the School, overseeing *the non-instructional and operational aspects of the School*." (Ancillary point: The proper role of the services provider should be to manage the non-instructional and operational aspects of the school. The board's role is to oversee them.)
  - Article III.B.b. "**Personnel Assistance: Instructional Personnel.** - Service Provider *will assist the School Board and School Principal in identifying, hiring, training, and evaluation of all instructional personnel*. Instructional personnel will be accountable to the School Principal, who will have the authority to hire, evaluate, discipline, and terminate such personnel. *Service Provider will make recommendations regarding firing and disciplinary decisions*, but responsibility for final decisions on such matters shall be for the School Principal or School Board, as appropriate."
  - Article IV.B. "The Board and Service Provider will work together to select and

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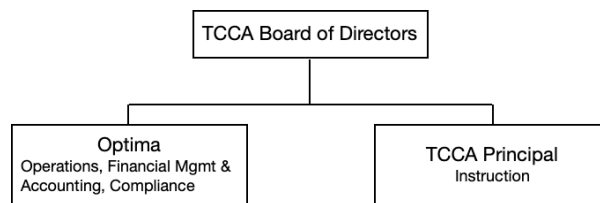
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supervise the Principal and hold the Principal accountable for the success of [the] School. Service Provider *will recommend the employment contract with the Principal to the School's Governing Board for its approval*, including the proposed duties and compensation of the Principal. *Service Provider will conduct an annual evaluation of the Principal for presentation to the Board.*"

### Recommendation(s):

- Through board policy and/or contract revision, remove language that places responsibility for evaluating the principal's performance with Optima and replace it with language stipulating the board will conduct the principal's performance evaluation.
- Add language that makes it clear that the principal reports directly, and only, to the board, and that as such, the principal is required to report any performance problems with Optima to the board that she is unable to get Optima to successfully address.
- Remove Article III.B and any other language in the service agreement which gives Optima responsibilities with respect to instructional personnel.
- Publish an org chart (on your website and in your policy manual) which places the board at the pinnacle of TCCA, with Optima and TCCA beneath it, such as this:



OPTIMA RESPONSE: As stated in Item 2 above, Optima's Director of Academics is in the best position to evaluate the Principal's performance as she meets with the Principal weekly, observes them and their faculty, reviews academic performance data, and is familiar with Hillsdale's program and expectations. The proposed evaluation is presented to the board for revisions, comments, and ultimate approval. Maintaining the executive director's oversight of both academic and operational matters also preserves the single point of delegation best practice advocated by both Hillsdale and Dr. Carpenter in his various books and resources. We recommend keeping the current Principal supervision and evaluation structure in place.

Previous communication to the board on this topic dated December 29, 2022:

- Reporting structure:** *When we founded TCCA we contemplated a dual reporting structure where both the principal and the executive director reported to the board. Hillsdale advocated against this, since they are adamant about having a single point of delegation, and in practice, our founding principal was managed day-to-day by the executive director. In consultation with Hillsdale, we changed the reporting structure to*

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*a single point of delegation with the principal reporting to the executive director and the executive director reporting to the board. However, the board retains a 'veto' power over hiring, firing, discipline and evaluation of the principal. This has been reflected in all future charter applications as well as our org chart. There are several reasons we believe this structure is most advantageous to all parties.*

**a. Academic leader versus Operational leader:** *The principal is the school's academic leader and must be able to focus all his or her efforts on meeting the academic needs of teachers, students and families. This is a difficult and all-consuming role that must be given full attention. Non-academic functions are overseen by others whose talents and experience are better suited for those roles (i.e. compliance, facilities, food service, accounting, marketing, etc.) Every moment a principal is concerned with accounting or compliance is one not spent on academic success. Our goal is for the principal to be able to pass off non-academic issues, tasks, or concerns and never give them another thought. We train our SOMs to serve the academic faculty to help them focus on the most important work inside the schools.*

**b. Accountability:** *With the academic and operational roles properly separated, an executive director (ED) is needed to oversee and be accountable for the entire operation, to ensure that both academic and operational functions are working together effectively for the best interest of the students and the organization as a whole. The ED makes the final decision when the desires of academic and operational leaders are in conflict. The ED determines resource allocation, balancing the needs for academic success, teacher retention, and school culture, against those of financial stability, safety, and compliance.*

**c. Day-to-day management:** *The ED also provides day-to-day management oversight of school leadership on behalf of the board. This includes weekly meetings, monthly visits with checklists and parameters for performance, ongoing professional development plans, accountability for periodic tasks, mentoring and coaching on leadership decisions such as discipline, parent concerns, and other special circumstances. Not a week goes by that we are not assisting, problem-solving or providing feedback to our principals and SOMs on their performance. The board performs an annual evaluation, but cannot provide the level of ongoing support and accountability of an ED.*

16. **Observation:** In August 2022, an Optima employee directed ESI to terminate a substitute teacher. The principal informed me that this occurred without her authorization, nor was she consulted on the matter. (See Attachment H with the employee's name redacted).

**Discussion:** Given that a substitute teacher is part of instructional personnel, the decision to terminate the individual should have been made by the principal.

**Recommendation(s):**

- a. Implementing the recommendations in #15 above should be sufficient to deter such situations from recurring.

**OPTIMA RESPONSE:** This is an unusual situation that is unlikely to recur. It is not our practice for an Optima employee to request termination of instructional personnel,

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except on behalf of the principal. In this particular case, problems with the previous year's substitute teacher were discussed between the previous year's principal and the current principal over the summer, and this individual was not being used as a substitute in the current school year. The director of academics (the principal's supervisor and previous principal) asked for the sub to be removed from the roster due to the issues discussed. It is noted that the way this was done does not align with our stated practice and will not be repeated.

17. Observation: The principal informed me that the current TCCA school operations manager was hired without her approval/consultation.

Discussion: Note the pertinent italicized (added) statement excerpted from the current Service Agreement:

- Article III.B.a. "Service Provider will identify, *recommend for hire*, train, evaluate, discipline and recommend for termination all non-instructional personnel. All Charter School personnel shall be employees of [the] School and the final hiring and termination decisions will be made by the Board."

Recommendation(s):

- a. As with #16 above, implementing the recommendations in #15 should be sufficient to deter such a situation from recurring.

OPTIMA RESPONSE: Optima's policy is for the principal to interview candidates for school operations manager. This SOM candidate was already working in an instructional role and was recommended by the principal's assistant to the previous SOM for the position. A misunderstanding occurred, because the previous SOM recalls that a courtesy interview was offered, but the principal has stated that it was not. We will ensure that the principal interviews all school-based staff prior to an offer going forward.

- 18. Observation: On 11/13/22, the principal informed me that a TCCA employee (and a former employee) alleged that the certifications of TCCA employees are being assigned in FOCUS as classroom teachers or co-teachers when they are not.

Discussion: I recommended that the principal immediately report the matter to the board and the school's general counsel for guidance, which she did. The board subsequently asked its general counsel to investigate, the findings of which the board hasn't yet received.

Recommendation(s):

- a. At the meeting scheduled for 2/7/22, receive your general counsel's report and take whatever action the board deems appropriate.  
b. Require management to have teachers verify their classes with a student membership form.  
c. See related recommendation #27.a (whistleblower protections policy).

OPTIMA RESPONSE: As described above, assigning co-teachers to classes is one way the state recommends maintaining compliance with class size requirements, and this manner was one that was selected when the school determined its enrollment and staffing plans for the 2022-

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23 school year. Individuals assigned as co-teachers are academic administrators (principal, deans, coaches) who spend most of their time in classrooms supporting, observing, coaching, and providing model lessons as part of their day-to-day job duties and responsibilities. During the student survey period, teachers are required to physically sign the attendance forms daily. We will consider how this might be further improved for class size compliance purposes as well. We also await guidance from the board's general counsel on further improvements to our policies and procedures for class size.

19. Observation: Various TCCA employees expressed concerns about overcrowding.  
Discussion: In document #19 (see Attachment E), Optima responded to nine TCCA concerns, including building capacity. While Optima's response noted that the building is approved for 2,088 occupants which is "about 65% occupancy," this raises the question why employees feel the building is overcrowded. Upon reflection, I realized that the building's lunchroom is probably authorized for 400 people or so, which reduces what I'll call your "classroom occupancy" to about 1,688. If I assume 110 full-time faculty and staff, this reduces maximum classroom occupancy to something closer to 1,578. With a current enrollment of 1149, this means that your classroom occupancy is close to 72%. In other words, where classroom occupancy is concerned, I think it's more accurate to think of your capacity as being around three-fourths full. Add to this that TCCA employees said there are not enough restrooms, hallways are overcrowded at class change times (especially on the second floor), and the shortage of office spaces for instructional leaders and others, and it makes sense why people feel overcrowded in a building that is technically only 65% occupied.  
Recommendation(s):  
a. While the current facility is what it is, the board should take the above factors into consideration when approving plans for future buildings. (Also see observation #8.)

**OPTIMA RESPONSE:** These concerns were taken into consideration in the planning and design of the building expansion. A shortage of office space has resulted from when school leaders have requested, and been granted, additional support personnel who were not planned for in the original design of the facility.

### C. Financial management/oversight

20. Observation: According to TCCA's most recent audit (document #12), "For the fiscal year ended June 30, 2022, the school's total revenues exceeded expenses by \$1,364,000 (p. 1)." As a percentage of total revenues from all sources of \$12,739,215 (p. 4), this is a net operating income for the 2021-22 fiscal year of 10.7%.  
Discussion: In my experience, as compared to charter schools generally, a 10.7% margin is outstanding. In an ordinary year, a goal of 3% to 5% of revenues over expenses (before depreciation) is common. The addition of ESSER II funds (and possibly ESSER III) should only improve TCCA's financial performance, although observation #7 may decrease it.  
Recommendation(s):  
a. None.



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21. Observation: According to TCCA's balance sheet as of 10/31/22 (document #8), TCCA has \$3,718,658.10 in total checking/savings. Based on total budgeted expenses (less depreciation costs) of \$12,002,126 for 2022-23, the school has approximately 113 days of operating cash on hand.<sup>14</sup> This is nearly twice as many as the 30-60 days (minimum) recommended by the National Association of Charter School Authorizers.

Discussion: Charter school liquidity isn't so much computed using a current ratio as it is in business (which in TCCA's case is more than 5:1), but by operating days of cash on hand. Either way, TCCA's position appears strong. This is especially noteworthy because the school is only in its fourth operational year.

Recommendation(s):

- a. None.

22. Observation: TCCA financial policy 4100.B. (document #25) states: "The monthly bank/financial institution reconciliation for each account is prepared by the financial services vendor and should be reviewed and approved by the business manager or designee (an individual who did not prepare it)."

Discussion: While such a policy is essential in my opinion as a certified fraud examiner, I think it could be strengthened by specifying that the principal should also be required to review it, and sign accordingly. (This will likely necessitate some training for the principal, but I can provide this.)

Recommendation(s):

- a. Revise policy 4100.B. accordingly.

**OPTIMA REPOSE**: This revision will depend on whether the board redefines the principal's role to include non-academic oversight.

23. Observation: TCCA financial policy 4100.C. (document #25) states: "The chairman of the governing board will be responsible for directing the executive director in developing borrowing and financial plans to meet the needs of the organization's operations."

Discussion: Recall from your retreat with me that the board is viewed under law as a collective, therefore, the board president should not direct the executive director. All directives pertaining to borrowing and financial plans should come from the board as a whole through its majority votes.

Recommendation(s):

- a. Revise policy 4100.C. accordingly.

**OPTIMA REPOSE**: We agree with this recommendation and will bring a policy revision to the board.

24. Observation: TCCA financial policy 4300 (document #25) titled "TCCA payroll process" is missing vital fraud prevention/detection components.

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Discussion: The policy should specify who may authorize new employees, overtime (for non-exempt personnel), and changes to compensation. In addition, someone who has no

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14 Computed by adding total budgeted operating expenses, total capitalized expenditures, and total debt service, less depreciation and amortization, divided by 365.

authority to authorize such matters should periodically review payroll reports to ensure the absence of improprieties (such as ghost employees).

Recommendation(s):

- a. Revise policy 4300 accordingly.

**OPTIMA REPOSE:** We agree with this recommendation and will bring a policy revision to the board.

- ★ 25. Observation: TCCA financial policy 4800.C. (document #25) pertains to contracts approval.

Discussion: Shortly after the performance audit, I recommended that the board modify this policy to reflect the following:

“Board approval is required for all contracts, whether for goods or services, that are:

1. Multi-year in duration and/or
2. At or above \$25,000 and/or
3. Involve the expenditure of reserve funds and/or
4. Contain an automatic renewal clause

Further, order splitting is prohibited (that is, breaking one contract into multiple contracts in order to circumvent paragraph #2.); and, “any financial matter necessitating board approval shall be placed on the agenda for consideration by a lawful quorum at a properly noticed meeting and may not be approved by any individual officer of the board.”

Recommendation(s):

- a. Policy 4800.C. has been revised by the board and now appears in document #25, accordingly.

26. Observation: In an email reply from Mrs. Donalds to Mr. Snyder dated 10/15/22 (see Attachment D) regarding the latter’s request to be added to the agenda to present his concerns to the TCCA Board, Mrs. Donalds wrote, “As the Executive Director for each of our schools, and under each school’s agreement with Optima, I am authorized to sign and act on behalf of the boards in these matters. Although unnecessary, I allowed the board chairs to sign the termination letters instead of me. Either signature has the same legal effect and must be honored. This is not a matter that must be brought before the full boards, and those board chairs and I are in agreement on this course of action.”

Discussion: In my experience, a charter school executive director does not ordinarily have

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the authority to “allow” his or her board chair to do anything, nor should a charter school executive director have the authority to prohibit any vendor from being added to the agenda at their request, or have the authority to terminate any vendor’s board-approved contract.

### Recommendation(s):

- a. Adopt a policy stating that all requests made to management (i.e., Optima or TCCA) to appear on the board’s agenda be forwarded to the board president. (Although he/she may ordinarily exercise discretion when it comes to placing such requests on the agenda, bear in mind that a majority of the board can vote to modify the agenda.)
- b. Add language to TCCA Policy 4800.C. that prohibits management from terminating any board-approved contract without express authorization by the board to do so.

OPTIMA RESPONSE: The email from me dated 10/15/22 provided in Dr. Carpenter’s report was not in reference to TCCA. The termination letters I sent (to which Mr. Snyder replied) were for the other Optima schools and entities, and in my email I referred to “those” board chairs – the ones who had signed letters of termination, which did not include TCCA. Chairman Featherstone was aware of Mr. Snyder’s request to present to the board, and he decided that Optima and ESI would come before the board to present our respective HR proposals. I agree with recommendation a., but we should consider what type of contracts would be applicable for recommendation b. (for example, the board’s latest policy for contracts over \$25K would then have to come up for both signing and termination) and whether there might be other qualifiers in the policy to account for the occasional need to terminate contracts quickly or between board meetings.

- 27. Observation: That I could ascertain, TCCA financial policies do not contain a whistleblower protections policy, nor an anonymous reporting mechanism by which the board can be made aware of allegations of ethical misconduct, including fraud.<sup>15</sup>

Discussion: The literature on fraud risk management is essentially universal in agreeing that organizations need both a whistleblower protections policy and an anonymous reporting mechanism. The reason these policies are so vital is because without them, TCCA employees who know about or suspect fraud may not report it because:

1. They fear being retaliated against; and/or
2. They don’t know to whom allegations should be reported.

### Recommendation(s):

- a. Implement a whistleblower protections policy.
- b. Implement a fraud reporting hotline or email *to which management does not have access or control*. (Here is one such vendor: <https://www.fraudhl.com/>.)

OPTIMA RESPONSE: TCCA’s Staff Policies 6900 contain the following whistleblower policy:

### *Whistleblower Policy*

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*The organization requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the organization. As representatives of the organization, such individuals must practice honesty and integrity in fulfilling their responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the organization has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the organization to raise serious concerns about the occurrence of illegal or unethical actions within the organization before turning to outside parties for resolution.*

*All directors, officers, employees, and volunteers of the organization have a responsibility to report any action or suspected action taken within the organization that is illegal, unethical or violates any adopted policy of the organization. Anyone reporting a violation must act in good faith, without malice to the organization or any individual at the organization and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action.*

Optima supports the idea of a fraud reporting hotline which goes directly to the board. I suggest all board members be copied in case one board member is the subject of the complaint. It should also be noted that anonymous complaints can and have been made to both Hillsdale and to the school district/sponsor in the past for other charter schools.

28. **Observation:** As shown below, one of the questions on the board pre-retreat survey asked, “Hypothetically speaking, if someone were to embezzle \$10,000 from the school, about how long do you think it would take for the board to detect it?” I note that board responses ranged from “within six months at the latest” and “probably not until our annual audit.”



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Discussion: According to the literature, the primary responsibility for fraud deterrence and detection rests with board and management. Although most boards assume that the auditor will detect fraud, this is not the purpose of an ordinary audit. Moreover, because charter schools do not have an internal audit team, the board can increase the likelihood of detecting fraud by directly reviewing bank statements (in addition to financial reports). While not a guaranteed failsafe mechanism, some types of fraud that can be easily concealed in financials are obvious in bank statements (e.g., wire transfers to other accounts, purchases from merchants, and purchases from non-approved vendors).

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<sup>15</sup> As an example, note that the allegation of assignment of certified people (in FOCUS) to classes who aren't teaching them did not apparently make their way to the board until this performance audit began.

Recommendation(s):

- a. The treasurer should review the bank statement on a monthly basis, and report having done so in board meetings. (See The Effective Board workbook, pp. 39-48.)

29. Observation: During the course of the audit, I learned through a survey response<sup>16</sup> TCCA has been awarded a \$216,329 performance incentive.

Discussion: According to this [article](#), one of the things schools can use the award for is faculty and staff bonuses.

Recommendation(s):

- a. Form a team of TCCA's instructional employees lead by the principal to develop a proposal for how to allocate this award, then present it for board approval.

**OPTIMA RESPONSE:** We are working with the principal to gather feedback from faculty on how the performance incentive funds should be spent according to the state guidelines. The feedback and recommendations will be presented to the board for discussion and approval.

## D. Risk management

The connected domains of enterprise risk management (ERM) and internal control are essential to any organization's proper functioning. For this reason, the GAO has published "Standards for Internal Control in the Federal Government" (aka, "the Green Book"). Its standards were adapted from the work of COSO by the GAO, and are as such, in my view, extraordinarily valuable, not to mention free to users.<sup>17</sup> Unfortunately in the world of charter schools, however, ERM has not been widely practiced. For this reason, I wrote "Save Your Ship! How to Protect Your Charter School Through Systematic Risk Management," a copy of which I gifted to the board at the retreat. Having done so, I won't repeat its recommendations here, but instead, will use this section to draw the board's attention to a few specific risk management concerns as I perceive them (also see related observations under financial management).



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- 30. Observation: TCCA's tone at the top appears to me to be materially weak.

Discussion: The GAO Green Book stipulates 17 principles for internal control, the first of which is, "The oversight body and management should demonstrate a commitment to integrity and ethical values." (p. 22). When people perceive that integrity and ethical values are violated by either board and/or management, they lose faith in leadership. This results in compromised internal control and risk management (as this report documents). Here are 17 comments excerpted from the TCCA Faculty and Staff Survey (Attachment B) from which one can reasonably deduce that a significant number of TCCA faculty and staff are skeptical of Optima's commitment to integrity and ethical values:

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<sup>16</sup> "One question that needs to be addressed is why we have not been told about what will happen with the money awarded by the state for the achievement of our scholars in testing. I learned through news articles only that \$216k was awarded to TCCA (though I was absent for the last faculty meeting due to illness, so I do not know if it was mentioned)."

<sup>17</sup> <https://www.gao.gov/assets/gao-14-704g.pdf>

1. "I feel that there are lots of things going on behind the scenes that the staff isn't being made aware of and that is also unsettling."
2. "I feel like Optima is out of touch with teacher/school needs (supplies, materials, building infrastructure, playground, parking, etc.)"
3. "Employee retention and morale over the past three years seems to get lower and lower."
4. "My frustration with Optima lies in that it took from June until October for me to be reimbursed for my plane ticket to training over the summer. I emailed multiple times and got a couple [of] responses but no results until a member of administration took care of it for me."
5. "It is hard to understand large companies not taking into consideration those employees that make up their workforce and seem to be driven more by their own financial gain than that of the teachers that are responsible for making sure all scholars get a prime education."
6. "I know that Optima has engaged in several situations that I feel are not straight forward ... [and] for the benefit of our school directly [such as] fundraising issues with Gayla, firing a TCCA employee and rehiring their own choice the same day, having Janine accept a job with them, and she then use[d] our team during school hours with no compensation to develop what was needed for some certification for Optima and not TCCA, pursuing other TCCA staff to join their team, shoving more and more children in classrooms while using non-teaching staff names as teachers to avoid penalty from the state, and overwhelming our classrooms above the state recommendation per grade level to cover the budget for the year."
7. "We had to sign a contract for the upcoming (in May) school year not knowing our



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pay. At the beginning of the following school year we found out our annual pay was 9 cents more than the previous year.”

8. “In the past when we were asked to fill out a survey[,] the response was a faculty meeting where they basically gaslit the faculty and told us if we cared about the kids we wouldn’t have these opinions. It made us all afraid to be honest in fear of backlash which we had no power to speak for ourselves.”
9. “One question that needs to be addressed is why we have not been told about what will happen with the money awarded by the state for the achievement of our scholars in testing. I learned through news articles only that \$216k was awarded to TCCA (though I was absent for the last faculty meeting due to illness, so I do not know if it was mentioned).”
10. “Optima...in many ways has acted in opposition to the core virtues of the school through dishonesty (Optima has frequently misrepresented both the leadership structure of the school to faculty members, undermining the authority of the principal and board, but also on many occasions not told parents the truth about things like the expansion and that no more 9th grade scholars would be added to the Upper School), a lack of courtesy (frequently teachers have reported rude and even combative communication by Optima employees. I have personally felt intimidated and disrespected by the actions of Optima employees on multiple occasions for seeking to communicate ideas they do not like or agree with.) ...”
11. “I do not have any confidence in Optima as a management company of a classical school and frankly think of them as less of a operational management company and more of a franchising corporation with business like [sic] ambition that settles for less than what could be excellent.”
12. “I’m just very confused about this whole situation.”
13. “The grade level’s class sizes appear to be within the promised ranges - virtually - because the number of students in a grade level can be averaged over the number of actual grade level teachers (between 4-6) in addition to the “co-teachers”. This involves the well-earned certifications of the non-instructional personnel in an issue of legality and integrity, without regard to their opinion or desires. Transparency and honesty are necessary, especially in a school environment which uses virtue as a pillar of education and character development.”
14. “However, the lack of honesty and the inconsistency that has been seen from Optima – not those who work in the TCCA building – begs the question. Where is this [fundraised] money going?”
15. “The lack of staff bathrooms is incomprehensible, unprofessional and honestly disrespectful to any professional adults.”
16. "Optima has created a fearsome environment that causes employees to feel like they aren’t valued and can be terminated at any time.”
17. “When dealing with Optima they are rarely kind and not knowledgeable and constantly make errors like posting job posting [sic] on public sites for current employee

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positions.”

### Recommendation(s):

- a. Using observations in this report that are pertinent to GAO Green Book Principle #1, in addition to observations which board members have made, or can make, for themselves, the board should evaluate the current tone at the top and take whatever actions are necessary to establish a proper tone at the top at TCCA.

**OPTIMA RESPONSE:** Optima has been working closely with school leadership to build trust, address remaining concerns, and correct misinformation or misunderstandings from the survey results. For example, the ‘certification’ referenced is actually accreditation, which was achieved at the network level but is applicable to each school as well. Faculty at each school had to perform tasks for accreditation for that school to be included in the network accreditation process. As a result, every school achieved accreditation and TCCA’s second location will be automatically accredited on day 1.

31. Observation: Several employees raised concerns about transparency with respect to school fundraising. These concerns included, but were not limited to, relatives of Optima’s owner being in charge of TCCA fundraising and graphic design (Attachment I), a lack of support for the on-campus coordinator of fundraising, and a “distrust our parents and staff have in Optima is leading to a downturn in donations and sponsorships.”<sup>18</sup>

Discussion: Although Optima’s fee includes 10% of “All other funding, contributions and donations, public and private, received by the School (except to the extent Service Provider is not required or involved in soliciting, administering, or managing the

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<sup>18</sup> email dated 12/11/22 from Danielle Borzillo to the TCCA Board

contribution and/or donation)” (§VI.A.g.), it seems to me that greater transparency around fundraising would benefit everyone concerned. And though Optima is not prohibited by law from practicing nepotism, the board should recognize that greater transparency on Optima’s part may be necessary to cultivate a proper tone at the top.

### Recommendation(s):

- a. Publish all fundraising income and expense data on your website and in newsletters.

**OPTIMA RESPONSE:** Now that the school has an organized PTC, Optima will report PTC fundraising as a separate class so that the board, faculty and parents can see the funds raised and spent. This process is already in place for our other PTCs. We also made adjustments based on the feedback received so that school staff has more control over how much assistance is needed from Optima for marketing, events, and other fundraising activities. Optima will only charge a fee on donations and fundraising for which we are involved, as stated in the contract. This will be transparent in the financial reporting of PTC funds.

- ★ 32. Observation: During afternoon car line, I observed safety patrol students (5<sup>th</sup> graders)

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standing in the street while waiting to escort younger students to their cars, instead of on the sidewalk.

Discussion: When students stand in the street, it only takes one driver to be momentarily distracted in order for a serious mishap or fatality to occur.

Recommendation(s):

- a. Management should revamp the car line supervision procedures so that students do not stand in the street, or place barriers between them and the vehicles.

**OPTIMA RESPONSE:** Prior to winter break, metal barriers stretching across the carline were installed and scholars have been trained to stay behind the barriers and not in the street.

33. Observation: During afternoon car line, I observed at least one vehicle in which there were two children in the front seat who were not only unbelted, they were standing up.

Discussion: While a school can't control what drivers do when they are not on school property, it can, and should, require drivers to be safe on school property.

Recommendation(s):

- a. Authorize your SRO to cite vehicular safety violations on school property.

**OPTIMA RESPONSE:** We have been advised by the sheriff's office that the SRO is not authorized to issue vehicle citations, but vehicle safety, including the use of seat belts, has been included in this week's newsletter.

34. Observation: Some staff members informed me that Optima has engaged them to create courses which it uses for other schools, and that they were not paid a promised stipend.

Discussion: In document #19 (see Attachment E), Optima responded to nine TCCA concerns. including "TCCA staff working on Optima/network projects." Optima stated that it was "in the process of auditing all stipends issued and will correct any errors immediately if needed."

Recommendation(s):

- a. Direct Optima to report its audit results to the board in a public meeting. Following this, direct the principal to confirm with her faculty and staff whether everyone who was owed a stipend has received it and to report the results at the next board meeting.

**OPTIMA RESPONSE:** Optima and the principal will report on the results of the stipend audit at the next board meeting.

35. Observation: A review of both the school's certificate of property insurance and certificate of liability insurance (document #14) indicate that TCCA's insurance coverage meets the requirements of the charter contract (document# 2) as I understand them, with the possible exception of the \$2M aggregate in the Fidelity Bond/Crime Coverage

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requirement in §8.E (which the insurance representative said she would look into).

Discussion: On 1/12/23, I verified the answers to several questions I had about the school's insurance coverage with its insurance representative by phone.

Recommendation(s):

- a. Add this to your strategic oversight calendar (recommendation #44.5): Prior to your annual insurance renewal anniversary (7/1), invite insurance representative to meet with the board to review its coverages. (This also provides board members with a great opportunity to get answers and information from a subject matter expert.)

**OPTIMA RESPONSE:** This will be added to the board planning calendar (similar to the strategic oversight calendar referenced by Dr. Carpenter). We will arrange with Egis to attend a meeting prior to insurance renewal.

### E. Stakeholder communications

36. Observation: IRS Form 990 Schedule E, question 3 asks, "Has the organization publicized its racially nondiscriminatory policy on its primary publicly accessible Internet homepage at all times during its tax year in a manner reasonably expected to be noticed by visitors to the homepage, or through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If 'Yes,' please describe. If 'No, please explain ..." TCCA's 990 preparer checked "yes" box, and wrote "PUBLISHED ON THE ORGANIZATION'S WEBSITE," however, I found no such statement on the homepage, the apply page, or any other page.

Discussion: As a tax-exempt school, it is vital that you comply with all provisions of the tax code, otherwise, TCCA's tax-exempt status may be jeopardized.

Recommendation(s):

- a. Post the above statement on your homepage AND your "apply" page.

**OPTIMA RESPONSE:** The clause was inadvertently eliminated in the transition to a new web host but will be added back as recommended.

37. Observation: As noted in observation #3, it took me four clicks on the school's website to find the announcement for the special meeting on 11/12. At the time, I recommended to the board president that Optima post all board meeting announcements in a prominent place on the homepage and on the front doors of the building itself (which has now been occurring), although board packets should also be linked for stakeholder download.

Discussion: With the exception of limited information protected by law (such as information covered under FERPA), board packets are public documents. As such, they should be available for download by stakeholders prior to board meetings.

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### Recommendation(s):

- a. Direct Optima to post board packets (excluding lawfully protected information) in the same place as the meeting announcement.
- b. Continue posting board meeting announcements on the front doors of the school.

OPTIMA RESPONSE: Board packets can be made available prior to the meeting at the discretion of the board.

38. Observation: Communication with parents/guardians can be improved by posting more information on the school's website and keeping the website up-to-date. For example, as the screenshots below show (taken 1/10/23), two of the three "important dates" on the site passed over a month ago, leaving only one important date for 2/11. (Note that this screenshot also implies that Christmas break vacation days were not posted.) In addition, I found only one archived newsletter (from last summer), no mention of the \$216,329 award earned by the school, or any information about winter or spring sports, and nothing on the January calendar.

Discussion: As a school, your website is an ideal hub for school communications such as newsletters (document #29), YouTube updates (see [this excellent example](#) produced by one of my clients), and calendars.

### Recommendation(s):

- a. Maintain your website accordingly.

OPTIMA RESPONSE: We are reviewing website roles, responsibilities, and procedures to ensure more timely and thorough updates as suggested. Optima's marketing department provides training and support to on-site staff for updating various school information and activities on the website. While many of the topics mentioned were addressed in weekly newsletters and other direct communications, we agree that the information should be clearly delineated on the school's website as well.

39. Observation: Related to the preceding, there is information on the homepage of the website which is outdated. When you click the link (noted by the red arrow in the top screenshot, it opens the window in the lower screenshot.

Discussion: Such inattention to detail does not reflect well on TCCA.

### Recommendation(s):

- a. Maintain all the links on your site with current information.

OPTIMA RESPONSE: We are reviewing website roles, responsibilities, and procedures to ensure more timely and thorough updates as suggested.

40. Observation: While TCCA's website contains a [public information page](#) with some useful links such as audit reports, annual budget, programs at the school, and so on, overall, I am



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of the opinion that TCCA transparency to stakeholders is greatly lacking. Given that the school is funded almost entirely with public monies, the board should practice maximal transparency as a form of accountability.

Discussion: Your website can be an excellent vehicle for practicing greater transparency. For example, given that all of the documents below must be made available to the public upon request, there is no valid reason why the following documents should not be posted to your website (and made easy to locate) for stakeholder information:

- All large-dollar contracts with the school (including, but not limited to, Optima, ESI, InnoKlean)
- Current financials
- Bank statements (with account number redacted)
- School credit card statements (with account numbers redacted)
- Four-page current budget approved by the board (v. the one-pager on the website)
- Current 990
- The board's performance evaluations of Optima
- Special, large dollar spending plans (e.g., ESSER funds; the award discussed in observation #29)
- The charter proposal and contract
- Board member conflict of interest disclosure statements
- Board member bios
- Board bylaws
- Special reports to the board (such as this one)
- Student performance data (beyond the state reports currently posted which do not include information about TCCA by name)
- Strategic plans

Recommendation(s):

- a. None.

### F. Co-curricular programs and ancillary support groups

41. Observation: PTC activities and funds are managed by the school.

Discussion: In my view, this is the optimal configuration because it creates maximum transparency where PTC transactions are concerned.

Recommendation(s):

- a. None.

42. Observation: The school began offering sports in the current year and has numerous after-school clubs in which students may participate for a fee.

Discussion: NA

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### Recommendation(s):

- a. None.

### **G. Support to the board/board improvement**

43. Observation: In assisting the board president with the formation of meeting agendas from 11/12 onward, I noted at least two occasions on which that Optima did not format the agenda with all of the items/language he directed, and that the principal was not consulted. Discussion: The board's agenda should always be controlled by the board, including language, items to be discussed, and order of business. (The same is true for board meeting frequency, date, time, and location.) In your documents, however, this is unclear because of the word "coordinate." Optima's Service Agreement with TCCA states (Attachment J), "The Service Provider will coordinate with the chairperson of the Board and Charter School Principal as to items that need to be placed on the Agenda," (§Article III.A.), and the board's bylaws state, "[The board president] shall coordinate with the Principal and Executive Director in the development of all meeting agendas." Because coordinate does not, by definition, preclude Optima from making agenda decisions, ambiguity with respect to authority is created. Moreover, if the board adopts a standard order of business for regular meetings (see my example on p. 29 of The Effective Board workbook), a strategic oversight calendar, and my school leader's report format, very little "coordinating" is necessary with respect to agenda items, other than items for new business.

### Recommendation(s):

- a. Revise the language in the Service Agreement and the bylaws with language similar to this: "The board president shall determine the language and content for proposed agendas for all meetings, which a majority of the board may later approve or amend as it sees fit. The board president may solicit input and administrative assistance from others at his/her discretion, but the proposed agenda must meet with his/her approval before it is posted."

**OPTIMA RESPONSE:** We agree with the proposed bylaws revision and will continue to seek approval from the board chair for agendas prior to posting and distribution. The principal is consulted on agenda items related to academics, enrollment, and instructional staffing.

44. Observation: The board's effectiveness can be improved by adopting the following:
1. Require Optima to submit board packets at least ten business days in advance of regular meetings.
  2. Use a more comprehensive standard order of business for regular meetings (such

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<sup>23</sup> In this context, school leader refers to TCCA's principal

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as the example provided in The Effective Board workbook, p. 29).

3. Require the executive director and principal to provide written reports as part of the board packet for use at all regular meetings (sample format provided in The Effective Board workbook, pp. 31-32)
4. Monitor changes to enrollment at all regular meetings (along with data on the reasons why student leave).
5. Use a strategic oversight calendar (explained in The Effective Board workbook, pp. 25-28) to track important recurring dates—including many found in your charter contract (document #2).

Discussion: None of the above items pertains to any deficiency on the board's part, but rather, are offered as mechanisms which help standardize and track the board's work, thereby improving its effectiveness.

Recommendation(s):

- a. Adopt a motion stating that the board and management will implement the five elements above effective immediately.

### OPTIMA RESPONSE:

1. Our goal is to deliver the agenda to the chair and executive director for review 10 days in advance and to the board 7 days in advance of meetings. Often, certain documents are not ready and we will wait for them to send everything at once, but we've had varying feedback from boards on whether we should send what we have at 7 days and send the rest later, or wait for everything to be ready. We will take direction from the board on how to proceed with this recommendation.
  2. The proposed order of business has been implemented.
  3. We agree with this recommendation and will implement.
  4. Enrollment changes are reported at each board meeting by the school operations manager. We can add available information on reasons for attrition.
  5. Optima maintains the board's planning calendar which contains important dates, deadlines and topics similar to the strategic oversight calendar. This will be made available to board members for feedback as we plan for the coming year.
- 45. Observation: Article V.F. of the Service Agreement (document #4) states, "The Board will annually review the Service Provider's performance *and provide feedback on such performance to Service Provider at a publicly noticed meeting.*" (italics added). Although the minutes of 7/19/22 (item 10.d.) indicate that the board approved a performance evaluation of Optima, the minutes did not state whether the board provided feedback to Optima in the meeting, only that "Mrs. Donalds addressed comments from the evaluations." Given the opaqueness of this entry, I requested and reviewed a copy of the evaluations.
- Discussion: In reviewing the five performance evaluation responses of Optima by the

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<sup>23</sup> In this context, school leader refers to TCCA's principal

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board members (at that time), I noted the following:

- The evaluation consisted of ten criteria (one of which contained five components) which board members were asked to rate on a 3-point Likert Scale: Excellent/Satisfactory/Unsatisfactory (or NA), with the option of adding comments to each.
- All but two board members rated Optima as Excellent in all criteria.
- Only one board member (Mr. Uber) wrote comments in the comments column. These, however, consisted of only two comments, totaling 31 words. (Though the board apparently concurred with one of his comments which stated, “TCCA needs a 3rd party audit with no connections to Optima.”)

Overall, I’m left with the impression that:

1. the evaluation tool itself lacks extremely important criteria such as tone at the top (see observation #30);
2. the review process was perfunctory in nature, as well as lacking in critical feedback;
3. the board did not solicit any feedback from TCCA faculty and staff with respect to matters which they are in a position to directly observe;
4. the board did not engage in much, if any, critical deliberation about its ratings.

To summarize, the evaluations did not give me the impression that that the board dutifully examined Optima’s performance in any depth, or with an eye toward conveying those areas that the board feels need to be corrected or improved. Granted, the board’s opinion is whatever it is, but I think future evaluations should be more rigorous, considering that TCCA is paying Optima approximately \$1 million in management fees this year alone.

### Recommendation(s):

- a. Consider impressions 1-4 in future performance evaluations of Optima by the board.

46. Observation: In evaluating the governance page of your website, I noted that as of 1/11/23, the minutes of the seven most recent special meetings have not been posted. In addition, no regular meetings between 9/13/22 and 12/20/22 occurred (in violation of board bylaws<sup>19</sup>) at which minutes could be approved. (Minutes are taken in special meetings, but not approved in them.) Moreover, this was not the only instance in the period reviewed where the board failed to hold a regular meeting at least once every two months.<sup>20</sup>

Discussion: Given the duration of time that will have transpired before the board reviews the minutes of these seven meetings at its next regular meeting, it seems likely that board members will be unable to sufficiently recall meetings in September, for example, in enough detail to make an informed decision about whether or not to approve them as submitted.

### Recommendation(s):

- a. Direct Optima to post a draft set of minutes (marked as such) to the website within two business days of any board meeting. That way, board members can review them in close proximity to the meeting, enabling them to come prepared to the meeting at which they will be adopted with proposed corrections. This also allows your

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<sup>23</sup> In this context, school leader refers to TCCA’s principal

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- stakeholders to see the draft minutes near the time of the actual meetings.
- b. Adjust your regular meeting schedule to comply with your bylaws.

Governing Board Agendas and Minutes	
Governing Board Meeting Agendas	Helpful Links
<a href="#">12/20/2022 Special Board of Directors Meeting Agenda</a>	<a href="#">Meet The Governing Board</a>
<a href="#">12/13/2022 Special Board of Directors Meeting Agenda</a>	<a href="#">Public Information</a>
<a href="#">11/16/2022 Special Board of Directors Meeting Agenda</a>	<a href="#">Governing Board Agendas and Minutes</a>
<a href="#">11/12/2022 Board of Directors Retreat Agenda</a>	<a href="#">Board Calendar</a>
<a href="#">11/12/2-22 Special Board of Directors Meeting Agenda</a>	<a href="#">Audit Committee</a>
<a href="#">10/11/2022 Special Board of Directors Meeting Agenda</a>	
<a href="#">9/27/22 Special Board of Directors Meeting Agenda</a>	
<a href="#">9/13/2022 Regular Board of Directors Meeting Agenda</a>	

**OPTIMA RESPONSE:** We do not recommend posting unapproved minutes to the website. However, we can send draft meeting minutes to members for review in closer proximity to when the meeting occurred instead of waiting for the next board meeting packet. We will schedule board meetings according to the bylaws and hold them even if a quorum cannot be established.

- 47. **Observation:** In the most recent two years of board minutes I reviewed (document #1), I did not see any reference to the board having consulted its general counsel, despite having voted on some pretty substantive matters such as TCCA-North, some high-dollar contracts (e.g., Summit Construction), and changes to various policies. This leaves the board in the

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<sup>19</sup> Article 6.2. "Time of Regular Meeting: Notice. The Board of Directors shall determine, at the annual meeting, the dates and times the Board will meet throughout the year, to occur no less than once every two months."

<sup>20</sup> Similar delays appear elsewhere in the minutes such as in the meeting on 2/1/22 in which the board approved minutes from two meetings almost four months earlier (10/5/21 and 10/12/21), apparently because no board meeting was held after 10/12/21.

position of having to make decisions, some of which will clearly redound to the benefit of Optima, without any third-party, expert guidance.

**Discussion:** Because the board is presently dealing with many issues that have far-reaching implications for TCCA, legal and otherwise, in my opinion, the board should have its general counsel present at all board meetings, for the next 18 months, at a minimum.

**Recommendation(s):**

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<sup>23</sup> In this context, school leader refers to TCCA's principal



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- a. Adopt a resolution as a board stating that the board desires to have its general counsel present at all meetings for the next 18 months, at a minimum.
- b. Involve your general counsel in all contract negotiations involving Optima.

OPTIMA RESPONSE: TCCA's previous general counsel, Shawn Arnold, was consulted and provided approval for the contracts referenced. The board's new general counsel will be similarly consulted on major decisions and contracts, and we can provide correspondence from counsel to the board along with those contracts in the future. Although we do not see the need for an attorney at every board meeting, this is at the board's discretion, and we will adjust the budget accordingly.

- 48. Observation: The board is presently at five members, though the bylaws permit its composition to be as high as nine. (See Article 5.2)
- Discussion: Given the volume of board work that a charter school the size of TCCA entails, I think the load will be easier to bear if the board adds two new members, for a total of seven. (I don't advise going nine at this time because of the increased difficulty of coordinating additional schedules for board meetings, training, etc.)
- Recommendation(s):
- a. The board (i.e., not Optima) should recruit two more board members who are willing to help the board do its work.

OPTIMA RESPONSE: We agree with the recommendation.

49. Observation: The board's current bylaws contain what I view as fundamental weaknesses, such as, "The President shall be the Chairman of the Board of Directors *and shall have general supervision and control of the business of the Corporation*" (Article 7.8) (italics added). In actuality, this is what a CEO does. The role of the board president is to lead the board in the oversight of school management.<sup>21</sup>
- Discussion: Recall from your retreat that I teach that there are five critical distinctions between governance and management (see The Effective Board workbook, pp. 5-8). As such, it is necessary that all of the board's documents properly reflect those distinctions such that the bylaws, for example, don't thrust the board or its officers or committees into management roles, such as in Article 7.8 (which increases the potential liability of individual board members).
- Recommendation(s):
- a. A few years ago, Hillsdale College engaged my services to help it construct a model set of bylaws for use by schools in its BCSI network. I believe the College will make these available to you at no charge upon your request. The wording we incorporated into that

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<sup>23</sup> In this context, school leader refers to TCCA's principal

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model was intentionally chosen so as to preserve the distinctions between board and management. (See also, p. 12 of the workbook.)

**OPTIMA RESPONSE:** We agree with the recommendation and will assist counsel with their review of the school's bylaws. Other Optima schools use the Hillsdale model bylaws referenced, but these did not exist when TCCA was founded.

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<sup>21</sup> Dr. John Carver's definition.

### H. Human Resources Management

As this report already contains recommendations for various aspects of Human Resources Management, I use this section to offer only four additional observations.

- ▶ 50. **Observation:** Optima's Service Agreement (document #4) gives it authority and responsibility to "identify, recommend for hire, train, evaluate, discipline and recommend for termination all non-instructional personnel" (Article III.B.a.). In my view, this creates a dysfunctional chain of command. I actually observed one such dysfunction when the school's operations manager (at the time) gave the principal what sounded to me like directives in a staff meeting I happened to attend.  
**Discussion:** A lot of the confusion among faculty and staff can be eliminated by simply prohibiting Optima from having any supervisory authority or responsibility for any TCCA staff member. Any non-instructional positions onsite at TCCA that Optima feels the need to identify, hire, train, evaluate, discipline, and terminate, should be its employees.  
**Recommendation(s):**
  - a. Revise the language in the Service Agreement which gives Optima authority and/or responsibility for TCCA non-instructional staff (in addition to removing its authority/responsibility for instructional staff as discussed in observation #15).

**OPTIMA RESPONSE:** See Observation #15.

- ▶ 51. **Observation:** I found no reference in the board's minutes to the board having reviewed any exit interviews of TCCA faculty and staff. This may have occurred, in part, because ESI does not do traditional one-on-one exit interviews (according to Mr. Snyder). (As I understand it, the departing employee is merely emailed a link to some type of interview form, but I didn't review this.)  
**Discussion:** The absence of board reviews of exit interviews strikes me as unfortunate. Several TCCA employees told me that the school has lost many good employees that it

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<sup>23</sup> In this context, school leader refers to TCCA's principal

# Brian L. Carpenter, PhD, CFE

## the Board Doctor is In™



needn't have because the board isn't made aware of why employees leave. Given that a school's academic program can never be any better than the teachers in the classroom and the instructional staff that support them, I think it is in TCCA's best interest to stem the flow of personnel who may be influenced to resign because of the kinds of issues raised by this performance audit. Or, at a minimum, the board should create the potential to learn about these issues from future employees who choose to resign.

### Recommendation(s):

- a. Revise the language in the Service Agreement with ESI to include offering departing employees the opportunity to do a traditional one-on-one exit interview.
- b. Direct ESI to provide the board with exit interview summaries on a quarterly basis, if not copies of the actual interviews themselves.

**OPTIMA RESPONSE:** We agree with the recommendation and will work with ESI to implement.

52. Observation: Although the school has a parent grievances policy (5900.B.), it can be improved by replacing it with the "No Action Until" policy (see Attachment K) which was presented in the training (and also found on p. 16 of The Effective Board workbook).

Discussion: Most concerns within a school can be handled at the management level, but there are three exceptions when management can and/or should be bypassed. Within the No Action Until Policy, these are stated as concerns pertaining to imminent danger, ethical misconduct, or matters covered under the board's whistleblower protections policy (i.e., allegations of fraud). (See observation #27 for recommendations pertaining to the latter.)

### Recommendation(s):

- a. Adopt the No Action Until policy and apply it to all stakeholders.

**OPTIMA RESPONSE:** We agree with the recommendation and will bring a policy to the board. New changes in state law also provide for different avenues for parent concerns to be addressed, so this change will also soon come to the board for approval.

- 53. Observation: Many faculty and staff have expressed concerns that the board isn't aware of the challenges they face, and have purportedly been told by Optima that they may not talk to board members.

Discussion: While it is vital to preserve the chain of command (once it is straightened out), and that the board have and enforce a No Action Until policy, there are times when the board needs to solicit feedback and information without it being filtered through management. Given where things are at right now, I believe that the present is an opportunity for the board to directly solicit such feedback information.

### Recommendation(s):

- a. See recommendation #2.

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<sup>23</sup> In this context, school leader refers to TCCA's principal

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OPTIMA RESPONSE: See #2.

### I. Authorizer relationship<sup>22</sup>

54. Observation: The board president informed me that he has not maintained a direct relationship with the sponsor's office, however, upon my verbal recommendation, he placed an introductory call in the weeks following my site visit.

Discussion: Because the board exercises legal ownership of TCCA, it is prudent and beneficial for the board to proactively maintain communication with the school's sponsor (The School Board of Martin County, FL). That way, if sponsor personnel become aware of non-compliance issues or other matters that can affect the continuance of the charter, a preexisting relationship with the board through its chair can help ensure that the board is promptly made aware.

Recommendation(s):

- a. Once every other month or so, it's a good practice for the board chair to check in with TCCA's sponsor. Simply reiterate that the board is committed to keeping open the lines of communication between it and the sponsor, and ask if there are any issues about which the board needs to be aware.

OPTIMA RESPONSE: We agree with the recommendation.

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<sup>22</sup> Referred to as a "sponsor" in Florida

### J. Self-development

55. Observation: TCCA's principal is engaged in ongoing professional development that I consider thorough.

Discussion: Because of the complexity involved in leading a charter school, it is desirable for the school leader<sup>23</sup> to continuously develop her skills. When I asked the principal what she is doing with respect to ongoing professional development, including books she is reading, she supplied me with the following list:

- Hillsdale leadership training Jan 2022
- Apex leadership classes through Great Hearts spring 2022
- Summer Hillsdale leadership session 2022
- Optima Leadership Training Tampa July 2022
- Monthly Mentor meetings with Benjamin Payne from Hillsdale
- Leadership Bootcamp Hillsdale Oct 2022

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<sup>23</sup> In this context, school leader refers to TCCA's principal

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- Meeting with Becky Lincoln, Maegan Satcher and the Hillsdale Academic team weekly
  - 1-1 Meetings with Janine Swearingin Optima
  - Heading to Hillsdale Leadership training Jan 29, 2023
  - Books
  - Tried and True Daniel Copeland
  - Aristotle's Nicomachean Ethics
  - Get Better Faster A 90 Day coaching Plan for Teachers
  - Abolition of Man, CS Lewis-In Process
  - Leaders Eat Last-Simon Sinek (in progress)
- Recommendation(s): None.

\*\*\*\*\*End of Audit Report\*\*\*\*\*

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<sup>23</sup> In this context, school leader refers to TCCA's principal



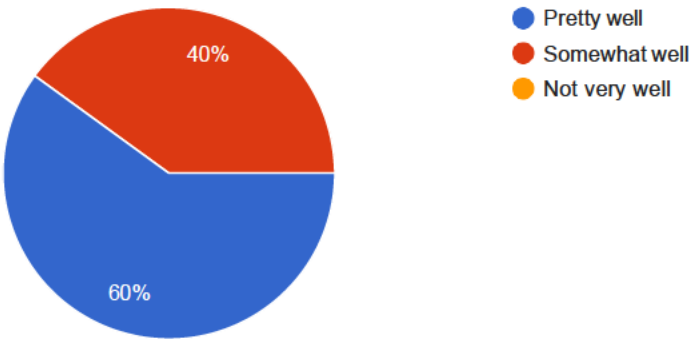
# Board Responses to Pre-Retreat Survey

5 responses

About how well would you say the minutes of your board meetings board reflect adherence to basic parliamentary procedure?

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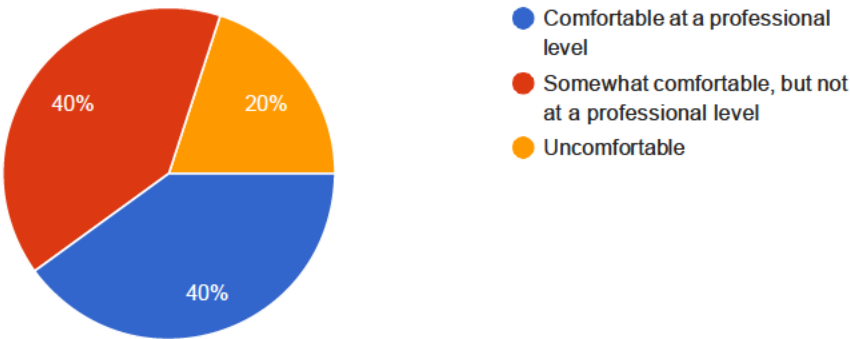
5 responses



What's your comfort level with understanding a balance sheet?

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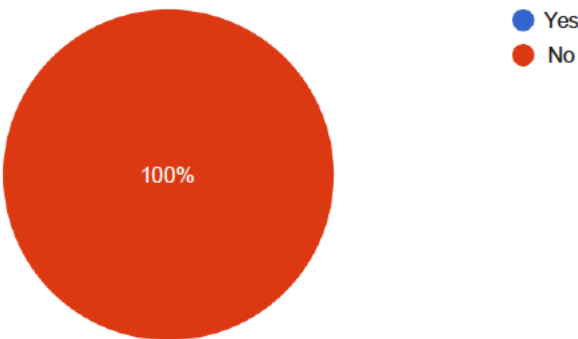
5 responses



Are you related to anyone employed by the school or on the board or in Optima?

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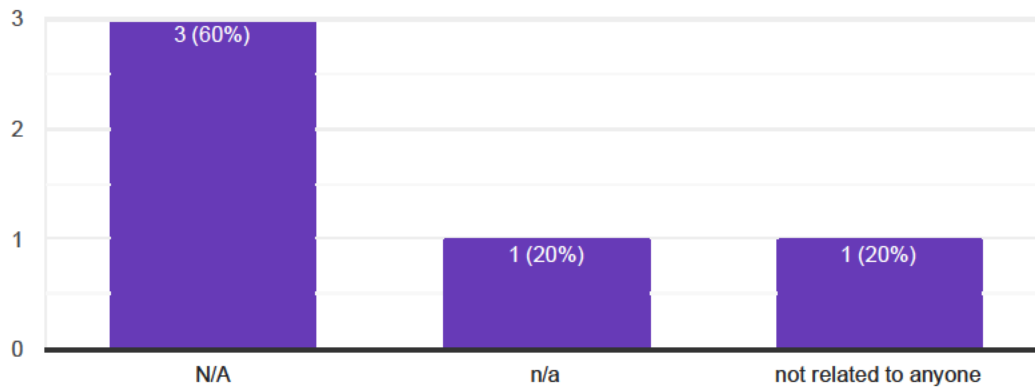
5 responses



If yes to the previous question, please specify to whom you are related and how (e.g., cousin, spouse, sibling, etc.) (If you are not related to anyone on the board or in the school, write N/A in blank.)

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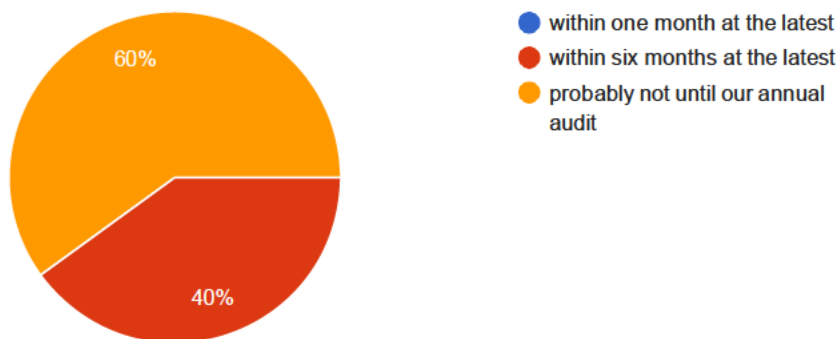
5 responses



Hypothetically speaking, if someone were to embezzle \$10,000 from the school, about how long do you think it would take for the board to detect it?

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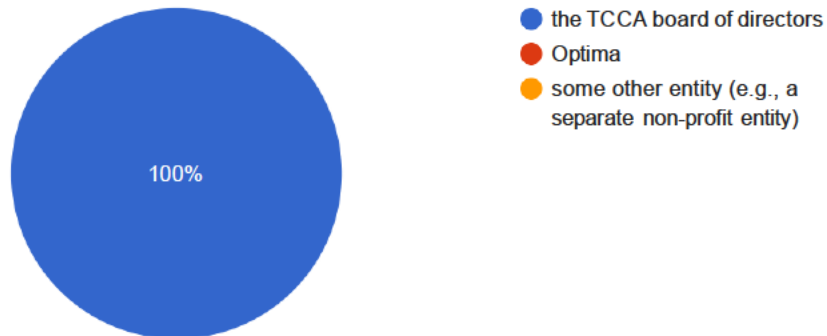
5 responses



Who is the legal charter holder at TCCA? (i.e., who has ultimate legal authority over the school?)

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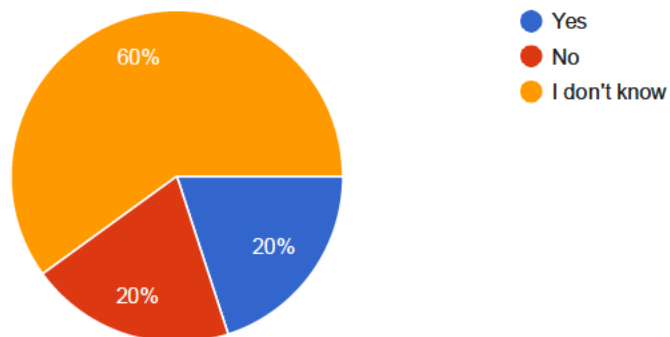
5 responses



Do your board president and treasurer direct the executive director in between board meetings?

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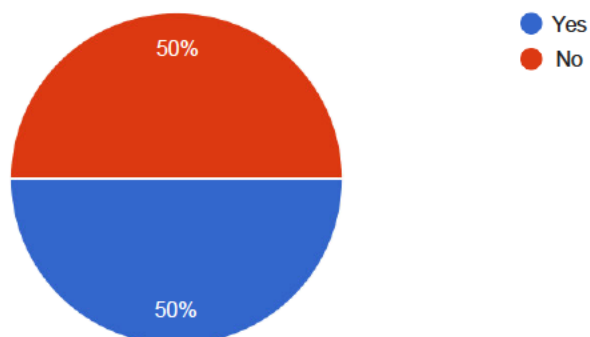
5 responses



Do one or more board committees direct the executive director (within the scope of that committee's purpose)?

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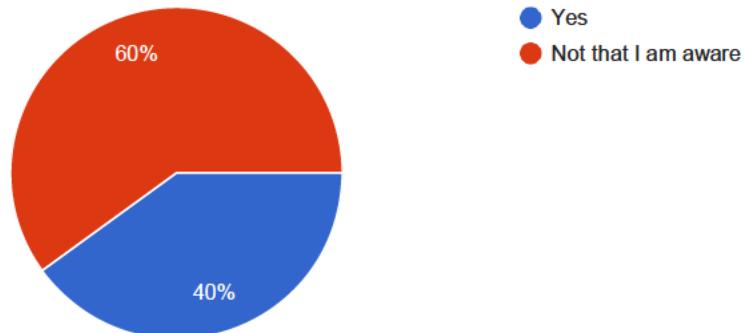
4 responses



Does your board president maintain a relationship with the school's authorizer on the board's behalf?

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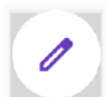
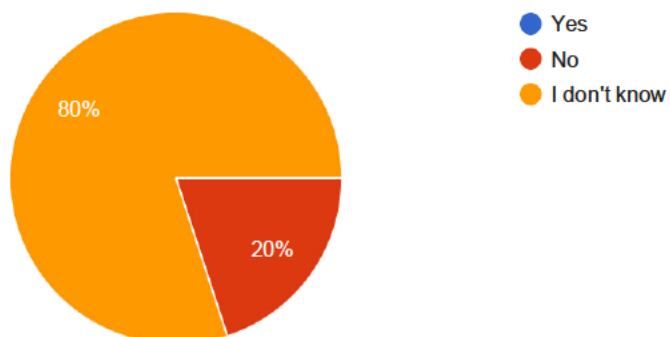
5 responses



Does your board have a written policy that requires stakeholders to take concerns and complaints to the school's executive director before the board will take any action on them?

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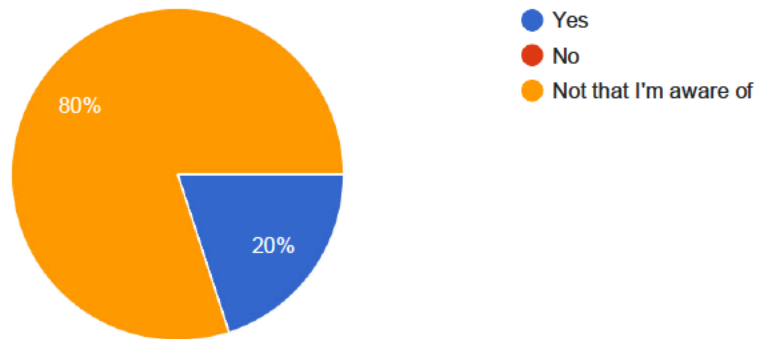
5 responses



Regarding the preceding question, have there been any instances in the past year when the board or any of its members or committees took action on a stakeholder concern or complaint before TCCA's executive director had the opportunity to address it?

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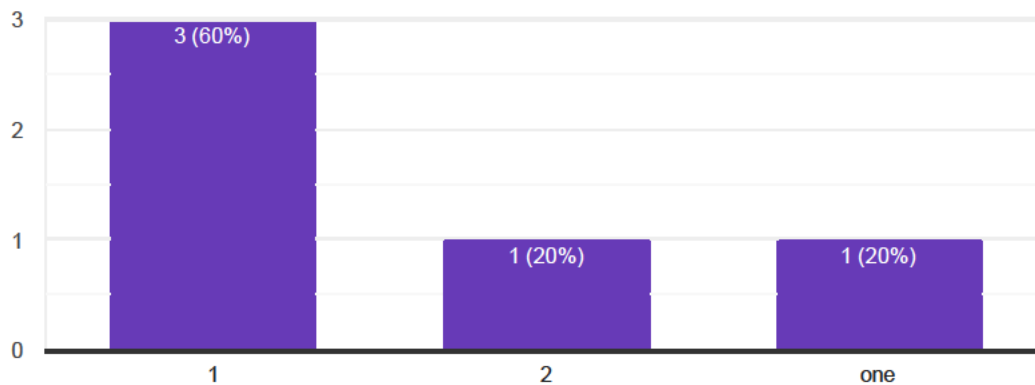
5 responses



How many executive directors has TCCA had in the past five years, including the current one?

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5 responses

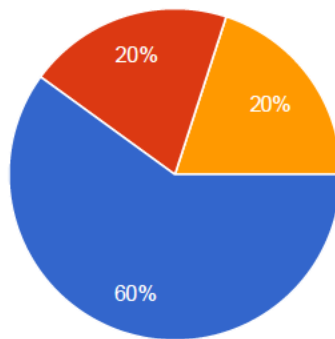




What's your comfort level with understanding an income statement?

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5 responses

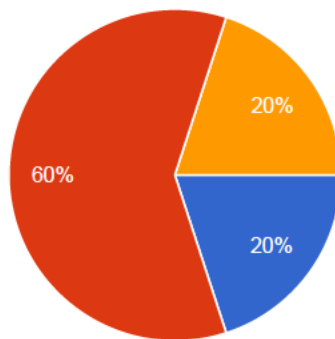


- Comfortable at a professional level
- Somewhat comfortable, but not at a professional level
- Uncomfortable

About how long have you served on this board (including any previous terms)?

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5 responses

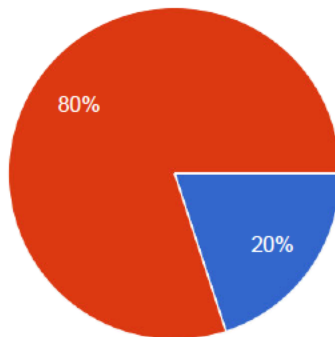


- Less than a year
- More than a year but less than three years
- More than three years

Overall, compared to nearby public schools (including other charter schools), how well do TCCA's students perform academically?

 Copy

5 responses



- I think we perform academically about the same as nearby public schools.
- I think we perform academically better than nearby public schools.
- I think we perform academically worse than nearby public schools.



In what year does your current charter expire?

4 responses

Not sure

2024

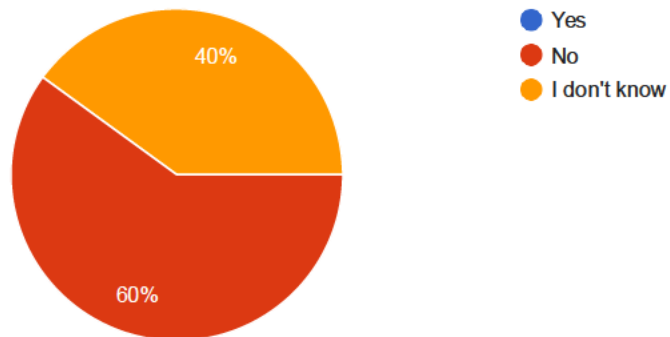
Unsure

I don't know.

Does the board have its own independent, outside legal counsel that it has selected?

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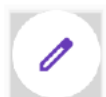
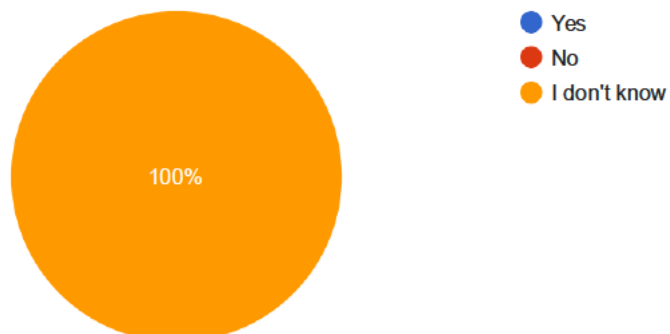
5 responses



Does the board have a document (or software application) in which its yearly work is systematically organized?

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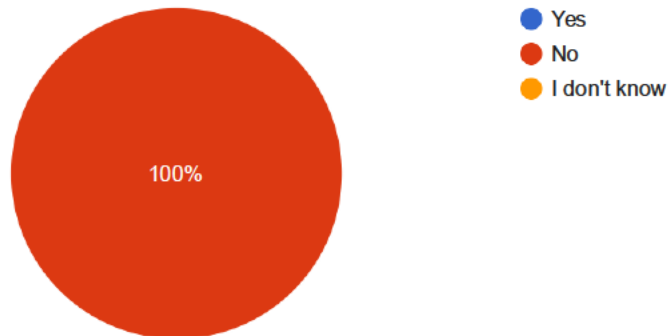
5 responses



In TCCA's most recent audit, did the auditor report any findings or any issues?

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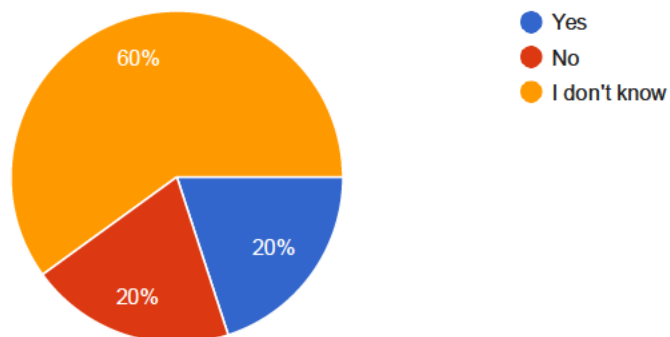
5 responses



Has the board adopted a whistleblower protections policy?

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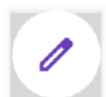
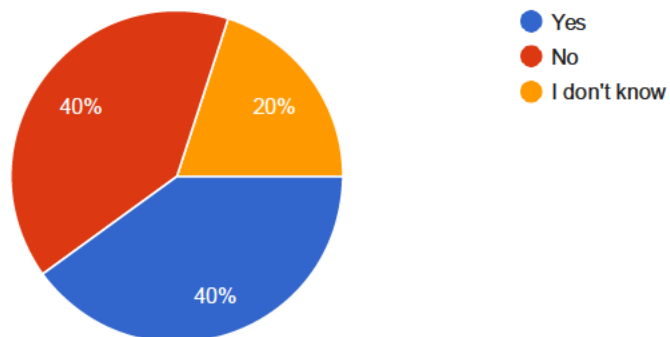
5 responses



Does the board formally review its liability insurance coverages in a board meeting at least once yearly?

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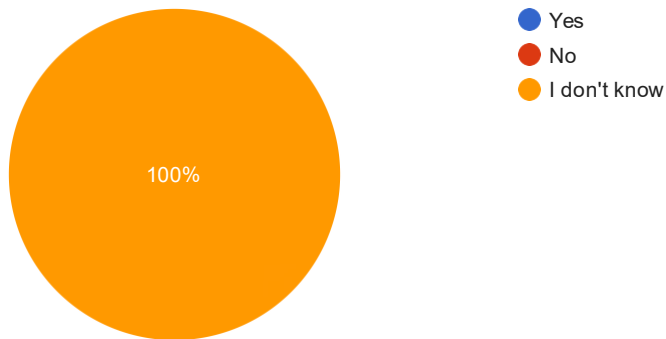
5 responses



Does your school have one or more credit cards?

 Copy

5 responses



Do you serve on any board committees? If no, write no. If yes, please write the names of the committee(s) on which you serve.

5 responses

Audit

Audit

Audit Committee

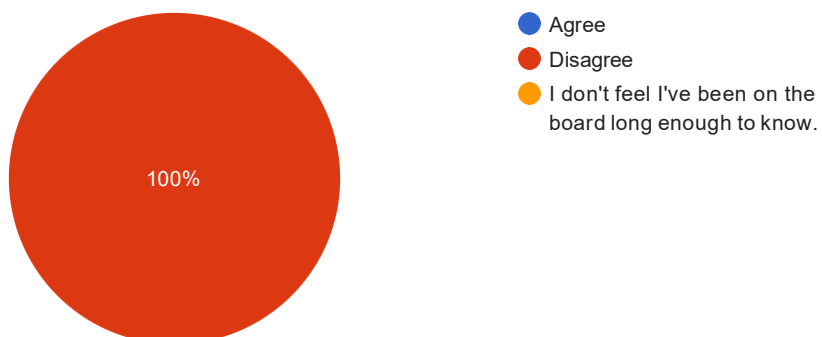
No.

No

Agree or disagree: Our board has factions or individuals working against each other and/or the executive director.

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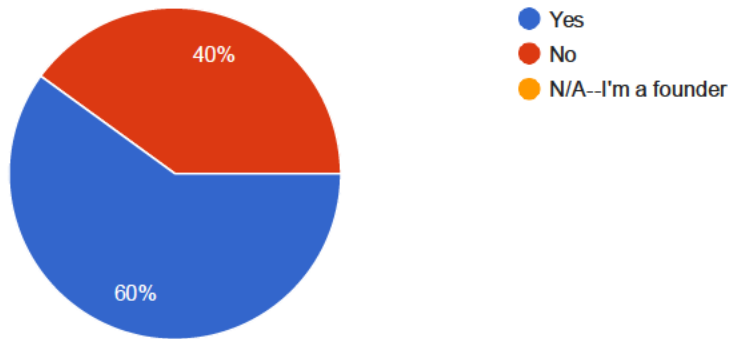
5 responses



Did you receive a thorough orientation when you joined the board?

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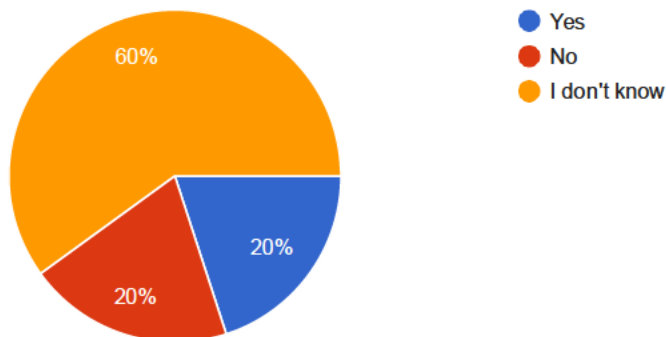
5 responses



Do your board's bylaws contain provisions for the existence of an "executive committee?"

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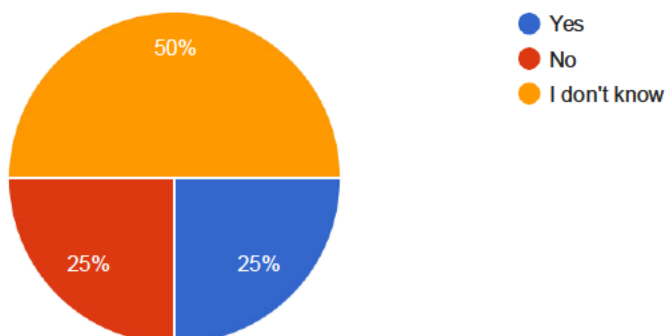
5 responses



In the past 12 months, has your board has reviewed an annual risk management plan?

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4 responses

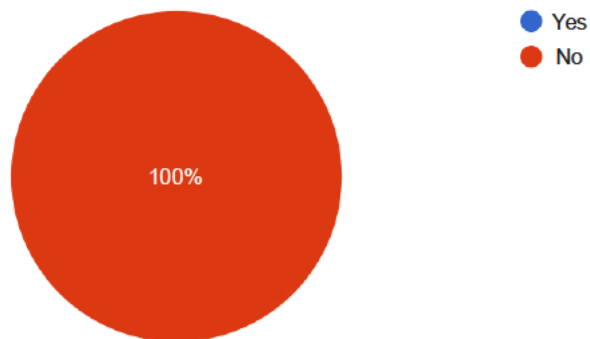




Is your school currently engaged in any litigation or threatened litigation?

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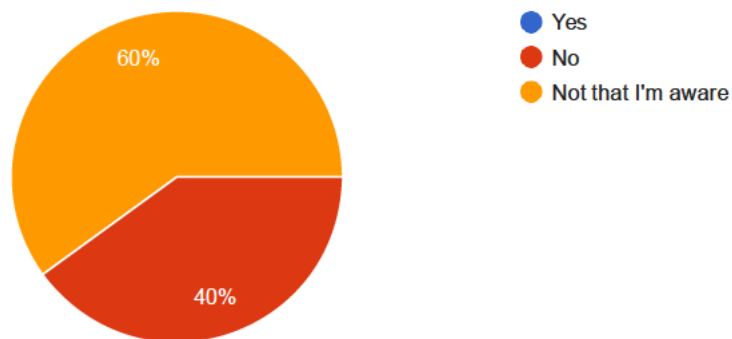
5 responses



Has the school had to pay out money to settle any lawsuits in the past five years?

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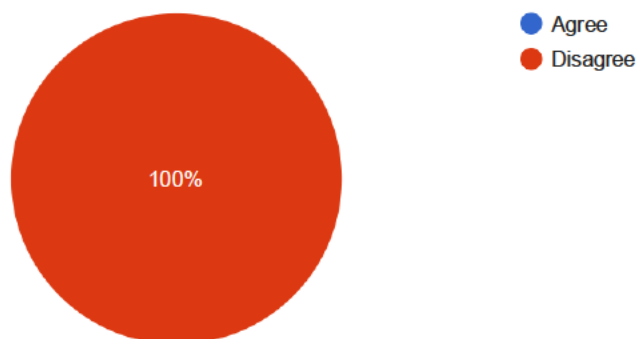
5 responses



Agree or disagree: As a board member, if I were to give a directive to the executive director or other employee, he or she would be obligated to follow it.

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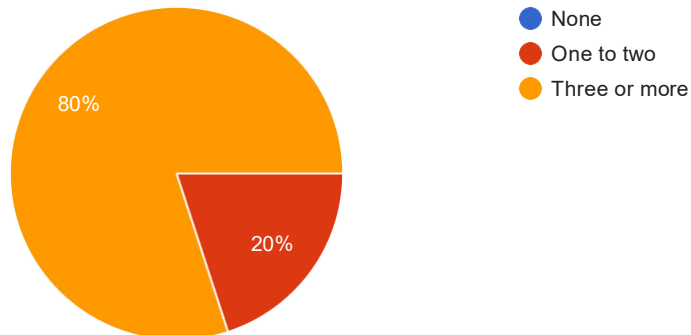
5 responses



In the past 12 months, in how many board meetings has the TCCA board discussed the school's academic performance?



5 responses



At this time, what are your biggest concerns about TCCA?

5 responses

ability to maintain staff, relationship with Optima

Working together as a board to improve the relationship between Optima and the TCCA staff

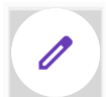
TCCA's relationship with Optima

Staff morale. I'm concerned they are not paid well enough and feel pushed around by Optima and are not sure who their "boss" is. I'm concerned about losing good staff members because they don't feel heard / valued or they get hired by Optima directly.

Optima overreach and obligations to investors

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Google Forms



# Survey: TCCA Faculty & Staff Opinion Survey from Dr. Carpenter

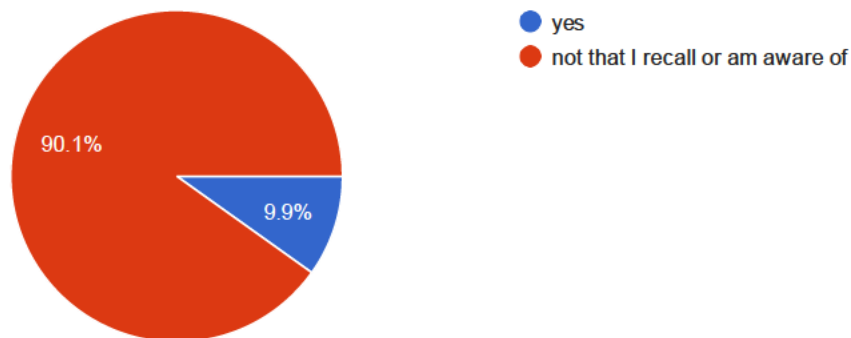
72 responses

[Publish analytics](#)

1. Regarding the announced open-enrollment window to switch your healthcare plan, did management solicit your input about switching plans prior to the announcement?

 [Copy](#)

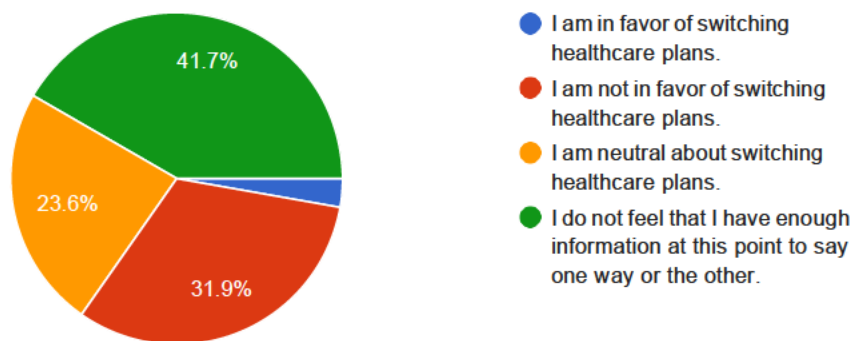
71 responses



2. Please select the response that best describes what you think about switching healthcare plans:

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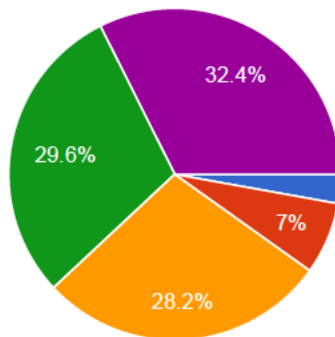
72 responses



3. I trust ESI's management of TCCA's HR-related matters.

 Copy

71 responses

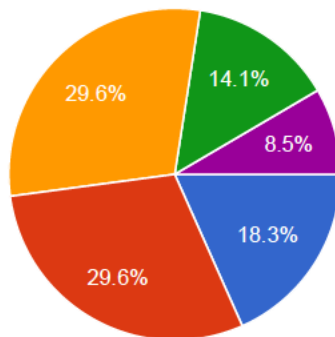


-  I strongly disagree with this statement.
-  I disagree somewhat with this statement.
-  I am neutral with respect to this statement.
-  I agree somewhat with this statement.
-  I strongly agree with this statement.

4. I trust Optima's management of TCCA.

 Copy

71 responses

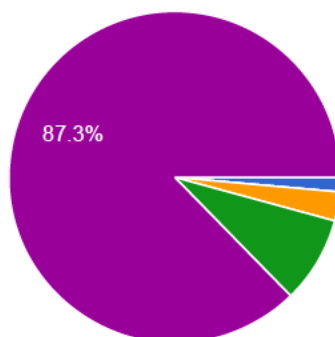


-  I strongly disagree with this statement.
-  I disagree somewhat with this statement.
-  I am neutral with respect to this statement.
-  I agree somewhat with this statement.
-  I strongly agree with this statement.

5. I trust our principal's management of academic-related matters.

 Copy

71 responses



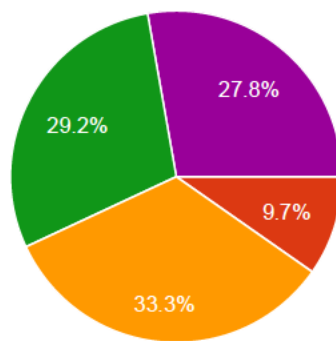
-  I strongly disagree with this statement.
-  I disagree somewhat with this statement.
-  I am neutral with respect to this statement.
-  I agree somewhat with this statement.
-  I strongly agree with this statement.



6. I trust the TCCA Board's governance of our school.

 Copy

72 responses



-  I strongly disagree with this statement.
-  I disagree somewhat with this statement.
-  I am neutral with respect to this statement.
-  I agree somewhat with this statement.
-  I strongly agree with this statement.



7. If there are any particular comments you would like me to share with the board, please write them here. (Again, no one's name will be disclosed to anyone on the board or in management.)

36 responses

The schools overall communication and moral this year has been disappointing. The sudden switch from ESI to Optima seems unnecessary and makes me feel unsettled. I feel that there are lots of things going on behind the scenes that the staff isn't being made aware of and that is also unsettling. I have been with the school since it's opening and love my job however, this year has felt off and I have heard from other staff members that they feel the same. I have had one encounter with optima at a meeting last year, I can't recall her name, but I remember she clearly lacked respect for the teachers and it has stuck with me since that staff meeting. This is one of the many reasons that I feel very unsettled with optima taking over HR. As well as the new medical plans being offered seeming to be more expensive and with less coverage then the plans offered from ESI. However, I have not physically compared them so I could be wrong. I apologize for my rambling, I just wanted to be sure you heard all of my thoughts. Thank you for reading!

Switching healthcare plans about a month or less after we had to sort it out through ESI was extremely poor managing and not to the benefit of the teachers and felt like it didn't have us or our good in mind at all. We weren't asked about it or informed prior that it was in discussion. ESI worked out some kinks, but overall is good and responsive. I feel like Optima is out of touch with teacher/school needs (supplies, materials, building infrastructure, playground, parking, etc.). I feel like trying to save money and not allowing orders or not putting orders in for supplies when asked is a detriment to teaching. Tissues, lined paper, text books, etc. There are places to save money, but teaching supplies is not the place. Board meetings should not take place during the school day. Teachers should be able to attend.

I would like to see a training process for new teachers before they start and better help and guidance for certification. The only people that have helped with this is ESI so my concern is where will we get help for those questions. I also see concerns for the scholars with 504 and IEP needing a more specific plan of action and support for the teacher on how to incorporate them in an intense curriculum environment. I am also very concerned with the expenses that Cigna will bring. Our raise will now be non existent as the PPO option is well above our raise amount. Expenses have already increased and Cigna is even more. For someone needing to see a specialist on a consistent basis, PPO is really needed. We have gone from \$22 a paycheck last year to \$55 now with Florida blue. Cigna will be \$80. My family lives on a tight budget so this is very concerning.

We are going to lose the instructional assistants unless their salary is raised. It is not justifiable for them to be paid less than 15/ph for amount of work they do. They are VITAL to us. Same with the paras. Especially when it is going around that the district/state has raised the wages.

I am unaware of board meeting discussions/decisions, and if possible would like to be informed via meeting notes or have the opportunity to attend meetings held during non-work





hours.

In regard to ESI's support, I am very pleased with ESI's promptness, professionalism, and time in supporting my needs and have been since I began working at TCCA in 2019. They are not just HR support, but they really care about you and treat you like family.

Employee retention and morale over the past three years seems to get lower and lower. I think the combination of high work load and expectations paired with lack of communication and training to do our jobs puts staff in a stressful environmental that is difficult to overcome. In terms of the healthcare, I am concerned about the lowered amount of dental coverage. I am also concerned about the amount of funding Optima has received yet staff pay and benefits do not reflect.

The reason I disagree somewhat with trusting Optima is because of what just occurred with our insurance plans. In a very personal way, this has strongly affected me as I am pregnant and will be into my 3rd trimester when our insurance is scheduled to change. There was no communication about this change until it was in effect and happened within a very short time period... right after we had just re-enrolled through ESI. With this change I have tried to reach out to Optima with questions but have not received a response yet. I am scheduled to have paid all of my prenatal, delivery, labor fees by the end of this month. Which all may be different now once my new insurance is effective (I will be 32 weeks pregnant when our insurance switches)... after I have already had to register at a hospital, etc. I share all of this in hopes that the board is able to see a personal, real example. I love our school and really trust our school administration and leadership; this has just been a very hard pill to swallow for me personally with feeling like there is not an HR department available to give me solidified answers or support yet with this change. ESI has been the one to answer me within the past few days, but are unable to really help me navigate the specific questions that are aimed towards the new coverage, my leave, etc.

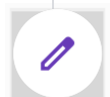
I cannot speak highly enough about ESI. Every time I have emailed Ashley from ESI I have received a response same day with an answer. They have helped me through my certification route and are still trying to do their best to help me navigate my short term disability forms for my maternity leave in the spring, even without being the point of contact beyond Dec. 31st. I wish we had been given the opportunity to give feedback as staff members before a decision was made (even if this decision would've still been the same) to feel like we had a voice in the decision.

\*Dear Board Members,

Thank you for serving our school! We are so blessed to have such a qualified group of people to run our school. Thank you for volunteering and desiring to make TCCA the best it can be. Thank you for hiring Dr. Carpenter to "iron things out."

Here are some ideas:

- 1- Board Member's Bios should be available for every board member on the website.
- 2- Board meetings should be open to the public and held after 5 p.m. so that school staff can attend.
- 3- The board should make the final decisions as the governing body of the school. I hope



everyone can figure out how to work together (ESI, Optima, TCCA board) because we're stronger together and have a lot of potential to affect real change.

4- We need more employees to meet scholar's needs. Teachers should not have the full burden of MTSS. Additional staff could be trained to pull groups.

5- Staff should not ever feel obligated to stay past 3:30 p.m. (i.e. to help with car line). Our contracted hours end at 3:30 p.m.

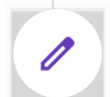
My frustration with Optima lies in that it took from June until October for me to be reimbursed for my plane ticket to training over the summer. I emailed multiple times and got a couple responses but no results until a member of administration took care of it for me.

Is our school ran by our board or is our school ran by Optima... Because it seems like it's the latter.

I am in hopes that everyone involved realizes how the change in insurance in the middle of the year could affect some teachers employment. Teachers at TCCA do not have the same salary as public school and this change could force some to leave TCCA for both better pay and more stable insurance. It is very concerning that such a big change was made without prior notification and input from employees. It is hard to understand large companies not taking into consideration those employees that make up their workforce and seem to be driven more by their own financial gain than that of the teachers that are responsible for making sure all scholars get a prime education.

My answers are such because I have no idea what transpires inboard meetings regarding the direction of the school. Yes, they are public, but we are working and are not able to attend. I know that Optima has engaged in several situations that I feel are not straight forward it for the benefit of our school directly (fundraising issues with Gayla, firing a TCCA employee and rehiring their own choice the same day, having Janine accept a job with them, and she then use our team during school hours with no compensation to develop what was needed for some certification for Optima and not TCCA, pursuing other TCCA staff to join their team, shoving more and more children in classrooms while using non-teaching staff names as teachers to avoid penalty from the state, and overwhelming our classrooms above the state recommendation per grade level to cover the budget for the year. They require too much money from us (a larger percentage), they use our people for their gain, even having them train other school sites with no compensation, and I have just about no trust in their decisions for TCCA because all of their decisions seem to revolve around their gain and benefit as a company. Their expansion has been too great and too fast, and as their first school, we have historically, so it feels, gotten the short stick when it comes to their support.

As for the board, they have no presence at our school, and most have no idea who any of them are or what they do. We all feel as though Optima runs the school, not the board. Although I don't believe their motives are selfish, I do believe they don't have a true understanding of who we are as a school because they don't seem to be present and ask. To run a school, I feel as though you need to know the school. My concern is that they approve things based on "good judgement", but without personal knowledge and experience. Our building is a perfect example. The current building is not well suited for the needs of our students or staff, but plans for then new building (when shared in August just because I asked to see them) are following the same pattern. No one is seeking input from the people that live in this school



daily and know the areas for improvement. My concern is going into debt again for a building that we out grow in year such as this one. I don't feel as though the long road ahead and preparing the school for what it can be and what it could and should offer is taken seriously. In fact, Janine Swearingin plainly said in a board meeting that I was able to attend that "all charters outsource" athletic needs. This was in response to bleachers in a gym, space on the soccer field for teams and spectators, locker rooms, an area for weight conditioning, a band room that is built for a true band to practice, and a stage in the cafeteria or gym for performances, assemblies, etc. as a classical school, we have no where to showcase performing arts, and little ability to offer athletics. Outsourcing means children leave. As a staff, we want this chili to grow, and have high schoolers, but we have to be somewhat competitive. We are not. Most current 9th graders this year are planning to leave for traditional high schools next year. Thinking ahead, how do you staff a classroom with only a few high schoolers at different grade levels and abilities? This model doesn't make sense for any logical thinker or teacher that will have to prep for these different types of classes and ability levels.

Please help both parties to see the errors of their ways along with their strengths. This school and this staff is extraordinary, seriously, a dream team. I want to see this school flourish. Thank you for your time.

My experience is that ESI/Optima is not forth coming with salary or raises. There is a lot of avoidance with answering questions. We had to sign a contract for the upcoming (in May) school year not knowing our pay. At the beginning of the following school year we found out our annual pay was 9 cents more than the previous year. They later adjusted the pay which was not much more. I am a highly effective, experienced and certified teacher yet it was not recognized monetarily (Teacher of the Year). I was receiving the same tiny pay increase as a new teacher uncertified. Also the school received money from the state for being an A rated/effective school. What are they planning on doing with the money? Is money for our school going towards other charter schools? Or is the money being used for portables at our school? The school is at maximum capacity yet Optima does not seem to have the plans for the continuation of the high school grades. They showed a rendering of the high school building at the school gala which clearing is not going to be built any time soon. This past summer Optima placed the responsibility on administration to figure out where to put the 9th grade leaving teachers with no classrooms and having to go from class to class using a cart. Although TCCA is highly effective now over time the lack of school planning, information and monetary recognition will deteriorate the school morale. Thank you for your time and keeping my comments anonymous.

I think it is unfortunate there is no relationship whatsoever with the board and the faculty. The meetings are during the school day making it impossible for us to even attend. I have been with TCCA since it's first day and have never met a board member or heard of one interacting with anyone other than Optima, ESI or Admin. I truly appreciate the work they do for us but wish there was a relationship between them and the "physical" school. I also am not happy that we were told without warning, or even asked our opinion about the switch, that Optima was taking over the HR. They have dropped the ball on things in the school building, mostly ordering supplies late or not providing us with what we needed so I am not very comfortable with this change. They control us from a distance and I feel they are out of touch with our needs and wants to make TCCA an amazing place. In the past when we were asked to fill out a survey the response was a faculty meeting where they basically gaslit the faculty and told us if

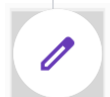


we cared about the kids we wouldn't have these opinions. It made us all afraid to be honest in fear of backlash which we had no power to speak for ourselves. So the move that Optima made does make me nervous.

It is difficult to say how well the board manages the school because we do not have much interaction with it. I am grateful for their service, however. As for the Healthcare switch, this was a complete shock. There have been things that have been done in the past by Optima that have created a divide between the staff and the entity; however, there has been a marked improvement in communication and responsiveness this year. In previous years, it felt as though teachers were not trusted to do their jobs and that those in positions above were unaware of the immense sacrifices many staff members have made in terms of workload and time. One question that needs to be addressed is why we have not been told about what will happen with the money awarded by the state for the achievement of our scholars in testing. I learned through news articles only that \$216k was awarded to TCCA (though I was absent for the last faculty meeting due to illness, so I do not know if it was mentioned). What is being done with this money? This is a significant recognition that should be celebrated with the teachers. Here is the article: <https://www.wptv.com/news/education/florida-department-of-education-awards-200-million-to-schools-for-student-growth-teaching-excellence>. Please do keep this confidential. I love my job. The curriculum is amazing, my colleagues create an amazing environment to work in, we love the scholars, and this year's admin team is absolutely phenomenal. Morale is definitely up. I am also grateful for the supplies and support we receive from Optima. Overall, working at TCCA is the best experience of my working life, and I am older than much of the staff, so I have worked in many environments to compare with TCCA. We have a very special school! Thank you for your time!

In my career in both corporate and non-profit management, I have rarely seen a team that works so hard with such a positive attitude and goes above and beyond every day. It is an honor and a privilege to be a part of TCCA. I hope that the transition to OMS will bring costs down, especially health insurance, so that more of the pay incentive promised by the FL Governor or Martin County taxpayers can reach the teachers; it would be great if the Florida Classical schools could lead the way in reversing the pay inequity that is a fundamental flaw in public education nationwide. Finally, if capital funds are raised in the future or corporate sponsorships are solicited, I would love to see solar panels installed on the roof of all buildings, it makes financial and environmental sense. Thank you for your efforts on behalf of TCCA.

As a founding member of the faculty who has been involved in many roles of leadership, I have never once felt as though my job has been made easier by Optima, and in many ways my job (to do the mission of the school) has been made more difficult by various bureaucratic measures. Optima does not demonstrate functional knowledge or care of classical education (Evidence by Optima Classical Academy being a VR based "classical school" which they have promoted on campus at TCCA), and in many ways has acted in opposition to the core virtues of the school through dishonesty (Optima has frequently misrepresented both the leadership structure of the school to faculty members, undermining the authority of the principal and board, but also on many occasions not told parents the truth about things like the expansion and that no more 9th grade scholars would be added to the Upper School), a lack of courtesy (frequently teachers have reported rude and even combative communication by Optima employees. I have personally felt intimidated and disrespected by the actions of Optima



employees on multiple occasions for seeking to communicate ideas they do not like or agree with.) abandonment of responsibility (school lacking major operational elements in floors, paint on the walls, district standard safety system and filling the school beyond what is conducive to a quality education for explicit monetary benefit), a selfish approach to service (Optima often utilizes the work of TCCA faculty for their own purposes and other schools they service, of which they have used TCCA budget to either promise stipends that are not paid, or come out of TCCA's budget for their gain). Plainly: Optima acts in Optima's best interest nearly all of the time. They do not serve the school in ways that are meaningful or thoughtful. I do not have any confidence in Optima as a management company of a classical school and frankly think of them as less of a operational management company and more of a franchising corporation with business like ambition that settles for less than what could be excellent. It is clear that they do not demonstrate servant hearted, missional mindsets for the good of all involved. I fully recommend the board to consider parting ways from Optima as a management company and pursuing other options that are more suited towards the health of the school as a whole (faculty, administration, families, scholars).

TCCA is a school unique to Martin County and the culture of Martin County is hometown oriented. The decisions, leadership, and governance of TCCA should rest with those who love the culture, community, and people of Martin County. The local people will best serve the interest of those attending and working for the school and sacrifice for its success.

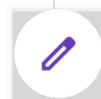
In speaking with other teachers outside of TCCA (both from schools with Hillsdale affiliation as well as other teachers), our workload is higher and the pay doesn't reflect the difference. The plan to open this school does not seem entirely thought out and we are all dealing with the ramifications of the early and subsequent decisions. From what I understand, many of us like our jobs and our school but feel overwhelmed by the pressure and expectations. Students can be wonderful and loving but also several unruly and disrespectful. We have too many kids in the classes making it more difficult to manage these negative behaviors which distract from the ones adhering. We have many wonderful, passionate, excellent people on staff right now, who are eager to see TCCA succeed and who are desiring to have the community see us in the respectful light we deserve. We are very proud of the A grade earned last year. As much as we want to see success and like certain aspects, I'm concerned we are still going to continue to lose great educators and staff due to the ramifications of decisions made from opening to present, increasing workloads, the pressure, and the expectations.

I'm just very confused about this whole situation

N/a

TCCA is a newer school. Knowing that, growing pains are expected. ESI, Optima, and TCCA's academic crew have worked together with what was thought to be a similar vision of creating a school of excellence, while building the minds and hearts of young people – young people who will one day shape the world and society's trajectory. At the time I have been employed at TCCA, I have, more than a few times, felt as if there were too many hands in the pot, so to speak. A few things I have witnessed and been concerned about are the following: health/safety, culture, and operational concerns.

Safety: Our campus's perimeter is open, leaving the school vulnerable and exposed. Visitors

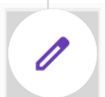


must go through a check-in process prior to coming on campus, but even visitors and new, unintroduced employees have been on campus without badges or accompanied by an employee. Drills are done monthly to help faculty and scholars become familiar with the best reaction, if an emergency situation were to arise, but this does not make the campus safe. An SRO is present, but he is one person protecting 1,200 plus people, all of whom are in a building, on a campus, that is vulnerable. Securing the building and following through with preventative, protective procedures should be non-negotiable.

Health: My concern for health is two-fold: healthcare and mental health/wellness. Many staff members, myself included, came to TCCA, knowing they would receive pay-cuts or lose accrued pension/retirement, to pursue the school's mission. The health benefits were a positive part of moving to the school. A free PPO plan was offered with great benefits. However, when the state mandated teachers make a certain salary, our school could not match what the district school teachers were being promised. The issue was pacified with the fact that our superior benefits plans were great for employees and decent for employees with children. The market price has increased, and new benefits packages were offered this year. The only free, employee plan was an HMO, which offers fewer benefits and choices where healthcare, coverage, and available practitioners are concerned. Within approximately two weeks of ESI's new enrollment window closing, Optima emailed a PDF offering a totally different set of benefits to choose from and a notice that Optima was cutting ties with ESI and exclusively offering insurance to TCCA employees. These new insurance options are not as affordable or desirable benefits-wise. Pet insurance, however, may be a beneficial addition.

Secondly, mental health and wellness of faculty is a concern. There isn't one job at TCCA that can be deemed "easy". Teaching, in general, is known to be a career in which some work is taken home (i.e. grading, studying curriculum, etc.). Again, since the school is growing and the curriculum is rigorous, most – if not all – positions at TCCA require more than what the job description depicts. It is not sustainable. This is a well-known truth. In fact, during a previous PD session, the results of an anonymous staff satisfaction survey were discussed with staff. Administration, at the time, and Optima personnel came in to discuss some of the concerns. One such concern was about working over contracted hours and extensive workloads with additional responsibilities that were being asked above and beyond what is listed in a teacher's job description. The Optima personnel scoffed and mentioned the fact that almost everyone's job description purposely has the last line "any other duties as assigned", making it known that there is a loophole, contractually, for being held responsible for duties outside of those listed. When there is an air of disregard and a complete lack of understanding or compassion for teachers/school staff who almost always go above and beyond their assigned duties and are expected to do more, there is a problem. Statistically, employees who work with administrative personnel who brazenly show a lack of concern for health, safety, and wellness, are not retained long in that workforce. Even if this lack of health, safety, and wellness was not the intention, that is how it was perceived by all of the staff who were present. Perhaps public relations and communication, then, are the areas in need of improvement.

TCCA's staff, as a whole, want to work, and they want to work well. We are driven by the mission – a mission of excellence and virtue. Adding additional duties to a job that can be overwhelming is not healthy – regardless of whether you are offered a stipend or not. This is, assuming, you receive your stipend or promised compensation – which Optima or affiliated programs have failed to give on more than one occasion. Even my own position is overflowing with "other duties". This year, at least forty percent of my week is utilized on such duties – be it

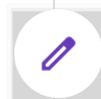




administrative, car line, lunch duty, data/document retrieval, calls and trainings for other Optima schools (with me as the trainer or as a general participant of the call). Last year alone, a team of people spent weeks completing Optima's accreditation documentation and observations of the staff within an unrealistic deadline, all while pushing aside the responsibilities of their actual jobs. Situations such as these, place the employee in a predicament of being dishonest with their time/efforts – working on TCCA's property on Optima's assignments, on TCCA's time. On that same note, it is rather uncomfortable to consistently be asked for documents that our staff have created, lesson plans included, for use at other schools. A fellow teacher recently mentioned that someone from another school, which she did not even know, was asking for access to documents – by title – from her shared grade-level drive; this means someone from another school has access to TCCA's plans, possibly our Google drive, and can use those documents without consent or giving recognition. Please note, being willing to serve is not the issue; being unable to do what my job description actually depicts, due to "other duties", is the problem. As mentioned, it is not sustainable; frankly, it is morally and mentally crushing, as well as stressful.

Culture is also a concern that is multi-fold. First and foremost, TCCA's current administrative staff is highly concerned and intentional about building a positive culture with the teachers and faculty. Some of the effects of not being intentional can be seen in the aforementioned concerns. One variable that strongly affects the culture of our staff is a lack of virtue. Optima and previous leaders have made promises to staff and parents to encourage them to participate or be a part of the school – be it for the first time or to stay at the school. Teachers were promised an upper school building, classrooms, compensation, etc. to retain them in their current positions. Many teachers have left due to the lack of trust and delivery of promised goods/situations. Parents, too, were told information that was not true about enrollment and class sizes. Our charter mentions smaller class sizes – approximately 18-22 students to one teacher. In order to look like these are the number of students in our classrooms, non-instructional but certified personnel are listed as co-teaching classes and, therefore, assigned students. The grade level's class sizes appear to be within the promised ranges - virtually - because the number of students in a grade level can be averaged over the number of actual grade level teachers (between 4-6) in addition to the "co-teachers". This involves the well-earned certifications of the non-instructional personnel in an issue of legality and integrity, without regard to their opinion or desires. Transparency and honesty are necessary, especially in a school environment which uses virtue as a pillar of education and character development.

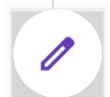
Another pillar of classical education, according to Hillsdale, is the understanding that the teacher is the expert in the classroom. The academic side of Optima may not agree with this sentiment where non-instructional, administrative personnel at TCCA are concerned. On several occasions, decisions have been made about what TCCA will be doing in the classrooms – regardless of the concerns that TCCA's staff have voiced. Some examples are: asking students to take multiple diagnostic/state tests (FAST, iReady, CLT, etc.) – some multiple times a year – when TCCA staff have voiced that students are being tested too often, and it is/will take a toll on student behavior, motivation, and learning; utilizing non-Hillsdale programs in the classroom, when they take away from our curriculum and effective leveled groups that are specifically for meeting students at their academic levels and improving student abilities; etc. These types of situations occur relatively often between the TCCA academic/admin team and Optima academic team. The Optima team has, however, proven helpful and knowledgeable in some situations.



Finally, some parts of operations are a concern. The one I am most concerned about is the budget and the things that are directly affected. One, enrollment: it is a very well known fact that if there is space in the classroom for students, Optima wants it filled. Please note the aforementioned issue with promises of smaller class sizes to parents and students from within our charter. Pertaining specifically to upper school, the over enrollment of classes has made scheduling very difficult, as well as made it almost impossible for TCCA to create an elective, mandatory intervention class for the lowest quartile of students. Since there are so many students enrolled with varying schedules, classrooms are inaccessible for a pull-out intervention class, as every room is full throughout the day. On this same note, our Latin program and the requirements and regulations for coding courses makes scheduling brand new middle and high school students unimaginable. Each new middle school student needs to go into either first and then send year Latin or a condensed version of the two courses prior to taking high school level Latin. The sheer number of new students who need one of these courses is astonishing. More space is needed; more teachers are needed. Latin, too, is not the only subject in need of more teachers. Additional teachers are needed in order to fully service the number of students we have enrolled – especially if the students are expected to receive a quality education that meets their needs and is required from the state. It is shared that there is no budget for additional teachers.

On this note, Optima planned fundraising events occur annually. Though I do not know where the money is used, it is often said that there is not enough money in the budget for things. This is understandable where frivolity is concerned. However, the lack of honesty and the inconsistency that has been seen from Optima – not those who work in the TCCA building – begs the question. Where is this money going? Also, why, when school-wide fundraisers were previously suggested, was it never allowed? I admit, I do NOT know all of the details of the budget, but something seems off. This seems especially true when a group of TCCA admin and staff members worked diligently over the summer to prepare the building for teachers, since the cleaning and maintenance crew were let go prior to walls being painted and holes being spackled and sanded. Another crew was not hired until for over a month and into the school year. Note I do NOT have all the information about this, but it has taken up until approximately a month ago for a second janitorial staff member to be hired. The lunch room had been cleaned by one custodian and the help of staff who had been assigned lunch duty up until this point.

Lastly, where the budget is concerned, outside of TCCA's hands is the approval of our curriculum purchases and financing. This year, the curriculum inventories were completed on time and shared. Purchasing is allowed mid-summer, when the fiscal year changes. Approval to purchase tens of thousands of dollars' worth of curriculum was pushed back over a month. The curriculum then arrived late and instructional time was wasted, as teachers scrambled – even with support – to fill in the subjects areas without curriculum with quality instruction. Some variables are uncontrollable: being delivered the wrong pallet of goods, out of stock school supplies, etc. However, this is the second year in a row that the curriculum has been late, and teachers have had to teach without curriculum. Though they do it well, it should not have to happen. All of this being said, when the school supplies also arrived later than expected – though due to shortages- the Optima personnel that work in the TCCA building, as well as TCCA's administrative staff, worked incredibly hard to get supplies out prior to teachers arriving for training.



All three of these entities have good parts. It is apparent, though, that the trajectory of all is not the same – the purpose of the charter and the classically-minded Hillsdale vision. The relationship between these groups is not healthy, and it affects the teachers, which can affect the students. Something needs to change.

Our principal is incredible. Definitely do not like that I will be picking health care for the third time within about 5 months. I, since I am a new hire. Super frustrating. Administration is incredible though. They handle matters with much competence

N/A

As a teacher i wish we had more time in the morning before the students came in at 7:30 from downatairs. Also after, I personally am with students last period of the day from 2:10 - 3:30 if the students are there until last call. During the period our teaching time gets disrupted by announcements at 2:45 after such it continues rest of time. So 8 th period is definitely shorten by 15 minutes of educational time. Other issues are obvious such as the lake of teachers restrooms etc

I have trust in the leadership of TCCA. It has been exampled and modeled, in support, throughout the short, rewarding time I have been on staff. Thank you.

Being on the Board is a big job (done for free or not), and I appreciate the time that these people have invested in the success of TCCA. I'd like to know more about the School Board. Are the members willing to visit classrooms or have lunch with teachers? The leadership of TCCA seems to emanate from multiple fronts, and I haven't figured out exactly who decides TCCA's future, or my future, for that matter. Optima seems to run the show, and they're rather visible. That organization seems dedicated to profit sometimes to the detriment of the school itself. TCCA is a unicorn among schools -- the teachers work as a team, the scholars are willing to challenge themselves, the Hillsdale curriculum is strong, and our academic administration team is enormously supportive. I hope that the association with Optima does not derail our victories that exist off the balance sheet.

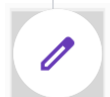
I think TCCA faculty members would benefit greatly from a bi-weekly newsletter from Optima, ESI, and the board. We need to be on the same page to work together and problem-solve.

The cleanliness of our school is a huge concern (specifically the classrooms). Last week, I had 7 scholars out sick. The floors are not mopped as often as they should be and I'm lucky if I don't come back the next morning to find food from the day before on the floor. I feel as though the lack of cleaning being done is a direct connection to the amount of kids who have been sick in my class. Additionally, I have had 4 bug sightings in my classroom this year.

Not at the moment!

No

I enjoy coming work everyday.



There is nothing I wish to share at this time. Thank you!

The building size and amount of students is difficult to handle to impossible to handle. The lack of staff bathrooms is incomprehensible, unprofessional and honestly disrespectful to any professional adults. The carline situation has been properly dealt with by Mrs. Pendleton but is ultimately the problem of who designed the building and its location on the property.

We need more bathrooms for the staff. It is unprofessional and unacceptable to have so few toilets for so many staff. The facilities are too small for the amount of people expected to work and learn within them. There needs to be an expansion or a reduction in the student population. Mrs. Pendleton has done an excellent job so far in making TCCA a positive work environment.

Optima has created a fearsome environment that causes employees to feel like they aren't valued and can be terminated at any time. Employees are finally starting to feel comfortable and finally heard for the first time and yet Optima keeps saying that saying the moral is low when in fact that is not the truth.

When dealing with Optima they are rarely kind and not knowledgeable and constantly make errors like posting job posting on public sites for current employee positions.

We are subjected to an extremely rude IT person each week that continues to be unprofessional and insulting our staff and teachers but because he's "Optima" no one dares to complain to Optima.

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**Important Message From Our Chief Executive Officer**

1 message

OMS HR <omshr@optimaed.com>  
To: OMS HR <omshr@optimaed.com>

Mon, Oct 31, 2022 at 3:37 PM



*A Message from The Chief Executive Officer*

Dear Valued Team Members,

My vision when we started **The Optima Foundation** was to provide an excellent education option to families, like mine, whose children needed something different, something better. I discovered and fell in love with classical education - the knowledge the students acquire, the joy that they get from learning, and most of all the virtues they learn in our programs.

I also envisioned a company where employees feel valued as professionals; where we trust one another and work to out-serve one another. I wanted to create a place where work-family truly feels like a family. I believe we are living this vision every day thanks to each of you.

I would like to update you on the continuing endeavors occurring within **OptimaEd** as we expand. In 2017 we started with five employees who served multiple roles. As a start-up company, we utilized outsourced vendors for many functions including Accounting, Information Technology, Human Resources, Payroll, and Recruiting.

Today we are serving five charter schools, nearly 450 employees, and we have three new approved charters scheduled to open in 2023 and 2024. We also launched the world's first Virtual Reality Classical School, reorganized into **OptimaEd**, and created **Optima Management Services (OMS)** as a wholly owned subsidiary. This inspiring growth is a testament to our mission and your hard work.

Our expansion has supported successfully moving several previously outsourced functions internally. In the past year we hired a Chief Financial Officer, an Accounting Manager, three new Accountants, and are actively recruiting for a Payroll Supervisor. We also added an IT Director, four IT Service Specialists and are adding an IT Data Specialist.

**We are excited to share that we are now ready to move Human Resources, Payroll and Recruiting in-house through our subsidiary, Optima Management Services (OMS). Our relationship with ESI will end on December 31, 2022, and all Human Resources, Payroll, and Recruiting functions will be provided by OMS effective January 1, 2023.**

The establishment of a Human Resources Department began early in 2021 with the creation of the Director of Human Resources Position, which has been filled. We also hired a People Relations Specialist, and we are presently interviewing for a Recruiting Manager and additional Human Resource Generalists.

**Optima Management Services** has gone through a diligent vetting process for the selection of our Benefit Broker, Payroll Provider, and 401k Advisor. The following providers were selected for their creativity, customizable solutions, cost containment, and ability to service a group of our size:

**Brown & Brown** was selected as our Benefits Broker. We look forward to introducing our new Benefits Package soon. Additional information on Brown & Brown will be sent in the coming days.

**Paycor** was selected as our payroll provider. You will receive more information on Paycor will follow as we

move through the process.

**Strategic Retirement Partners** was selected as our 401k Advisor. They have a strong relationship with John Hancock, and we are in the process of facilitating the movement of our Plan to **OMS**. Additional information on the 401k will follow as we move through the process.

With any transition, there are many moving parts and a lot of work to be accomplished. Our internal Project Team has been working diligently and will continue to focus on creating a smooth transition for everyone throughout the process.

Today I am asking each and every Team Member to be an active participant in this process. We will all need to register in the new and improved technology platforms. There will be on-site meetings to roll out the new Benefit Package that I hope you will attend. We may need you to sign some forms and respond to other small actions to facilitate the transition. Our Project Team has developed a communications campaign that you will be receiving in the coming days. Please read those emails and respond as requested.

Our Human Resources Team and Vendor Partners will be here to support you every step of the way. We created a new email account to make the process of communicating even easier. You can now send Human Resource inquiries to **OMSHR@OptimaEd.com** and our Human Resources Team will respond as quickly as possible.

The launch of **Optima Management Services** is a huge step towards achieving our vision. You are not just an employee, and you are not just filling a position. *You are part of a beautiful and good mission.* Not only for our students, families, and communities but also for each other - the colleagues we work alongside every day.

Our goal is that working for **OptimaEd** or one of our schools will be one of your greatest joys and pleasures, and our offering to you is exactly that - humble service in appreciation for your excellent work. We look forward to continuing our growth and making **OptimaEd** an outstanding place to work.

With appreciation,



Erika B. Donalds, CPA, CGMA  
Chief Executive Officer

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**From:** Erika Donalds <erika@optimaed.com>  
**Sent:** Saturday, October 15, 2022 6:30 PM  
**To:** John Snyder <john@esiworks.com>  
**Cc:** David Coons <dcoons@optimaed.com>; Shawn Arnold <sarnold@arnoldlawfirmllc.com>  
**Subject:** Re: Notice of Termination

John,

As the Executive Director for each of our schools, and under each school's agreement with Optima, I am authorized to sign and act on behalf of the boards in these matters. Although unnecessary, I allowed the board chairs to sign the termination letters instead of me. Either signature has the same legal effect and must be honored. This is not a matter that must be brought before the full boards, and those board chairs and I are in agreement on this course of action.

In the absence of personal relationships, this is a straightforward business decision.

Erika

**\*\*Note my email address has changed to [erika@OptimaEd.COM](mailto:erika@OptimaEd.COM)**

Erika Donalds, CPA, CGMA  
Chief Executive Officer  
OptimaEd  
239.449.8555  
[erika@OptimaEd.com](mailto:erika@OptimaEd.com)



September 22, 2022

Treasure Coast Classical Academy  
Board of Directors

Joseph Featherstone, Chairman  
Brandon Tucker, Treasurer  
Gary Uber, Director  
Brandon Miller, Director  
Rebecca Negron, Director

Re: The Optima Foundation's response to employee concerns

Board members,

Thank you for the opportunity to respond to concerns raised by Treasure Coast Classical Academy staff members via email this month. As mutual stakeholders in the school's success, Optima desires to work with the board and administration to address these concerns constructively and use this opportunity to build trust and collaboration for the future success of our school. We look forward to discussing this further and answering any questions you may have at the next board meeting on Tuesday, September 27<sup>th</sup>.

**1. Concern:** Class size and building capacity

**Response:** [F.S. 1003.03](#) outlines limits on class size and defines various strategies to remove any class size overages. Many of these strategies are not consistent with the classical education model, including pushing upper school students into dual enrollment, scheduling evening classes, operating school year-round, and enrolling students in FLVS courses. Optima has contracted with a third-party consultant to optimize our class size amendment compliance and TCCA has been in compliance with the class size amendment since its inception; whereas, Martin County School District has routinely approved the waiver of meeting class size limits after October for their 30 schools.

There is no evidence that smaller class size facilitates higher student achievement in the classical model. In fact, many high-performing BCSI and other classical schools outside of Florida operate at an average class size of 30 students.

TCCA's original budget, on which the school was financed and built, assumed current class sizes. A Florida charter school cannot operate, i.e., pay teachers competitively, provide professional development, pay for a facility, have a playground, and manage operating costs, if it maintains small class sizes. Since opening, each year's budget has assumed certain class sizes in order to meet fixed operating costs like salaries and debt service. This is not an Optima choice; it is consistent with TCCA's long-term financial plan established in 2017 when

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the school elected to build a \$20 million facility and has allowed us to remain competitive with the district on starting teacher salaries.

The building capacity, as outlined by the attached architect's report, is 2,088 total occupants. We run at about 65% occupancy. While some individual classes may be full, e.g., Latin I, the building is not being used beyond capacity. The additional 16 classrooms included in the gym design will provide more flexibility in scheduling.

**2. Concern:** Multiple course codes assigned to one course

**Response:** Because of TCCA's small high school, we have asked Hilldale and other Hillsdale-affiliated schools to address varying academic levels in small classes. Hillsdale agreed that our core high school classes are the equivalent of Honors classes and to use that designation as the course unless we needed to differentiate for specific students (for classes such as history, literature, and science). With a small number of students, one way of handling this is to have two different course codes within one class. Students would be held accountable to the standards of the class they are coded for on their schedule. We do offer individual math classes for all levels needed, as well as remedial English, three elective classes, Latin I and II. We have a total of 16 classes for 43 scholars. Optima has offered multiple solutions to ensure we are meeting the needs of our scholars and are in compliance with state requirements regarding course codes and corresponding academic standards.

**3. Concern:** TCCA staff working on Optima/network projects

**Response:** TCCA employees who are working on network-wide assignments are doing so by their own choice and because they welcome the opportunity to earn additional compensation. These employees are often honored to be selected and given the chance to build their professional expertise, leadership experience, and network.

Payments or stipends made to staff members working on Optima network-wide projects are paid by Optima, not the school. This is clearly outlined in the stipend instructions provided to the HR vendor. We are in the process of auditing all stipends issued and will correct any errors immediately if needed. The process for issuing stipends will be amended to ensure all payments notate the work completed and the organization for which the work was performed.

Treasure Coast Classical Academy is part of a network of not only Optima schools, but also the Hillsdale Barney Charter School Initiative (BCSI). These BCSI member schools, currently 22 locations throughout the United States and counting, share a common mission of educating students via the classical model. Advancing that mission involves member schools working together in recognition of the newness of each school and the success that results from collaboration. While we often offer assistance to non-Optima BCSI schools, we also

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receive benefits from these schools, such as when Atlanta Classical Academy hosted TCCA and Jacksonville Classical Academy employees in preparation for adding a high school.

Optima currently offers a stipend to an employee at Jacksonville Classical Academy as Lead Assessment Coordinator. She ensures that all schools are well trained and ready to execute state-mandated assessments and often answers questions as emergencies arise during testing. In addition, Optima pays a stipend to Mrs. Fletcher as a Lead Student Services Director. She supports all student services directors across the network to ensure that we are meeting the needs of our students with accommodations. We also have a Lead Math Coach (from Optima Classical Academy) and a Lead Literacy Coach (from Jacksonville Classical Academy) who support TCCA in these areas. Optima often offers Leads additional professional development opportunities to build upon their expertise for the benefit of the entire network.

Having a network of schools and support in Florida is critical, as Hillsdale provides a program adaptable to all states and our local support is equipped to align to very specific state mandates.

The Optima Foundation supports the BCSI mission by offering staff at all of its schools the chance to be a leader on a variety of topics. Any employee who is not able to fulfill their TCCA obligations in addition to any network opportunities is expected to make adjustments as needed.

#### **4. Concern:** Timing of approvals

**Response:** Approvals cannot be rushed, and often take time to ensure that policies, budgets, deadlines, and proper documentation are met. TCCA is a taxpayer-supported organization, with an obligation to expend funds carefully, within budget, and with fidelity to school policies. The process of approvals and related documentation is audited each year; an area of non-compliance impacts the school's ability to renew its charter contract, obtain financing, and remain within its budget. Optima's role in managing the school is to recognize the multiple layers of compliance to which a public charter school is bound and meet all of them.

#### **5. Concern:** Speak Life (an anti-bullying program) not implemented

**Response:** While the process did take longer than usual, there was a lot of back and forth in receiving the materials (video and lesson) for review. We actually received the entire video from someone outside the organization before the school provided it. Anytime a school requests to add a component that isn't part of the BCSI program, we are expected to evaluate to ensure it fits our philosophy and culture. Once the school reviews it, they send to the Director of Academics and then Hillsdale is consulted when necessary. In this case, the

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video was a high school musical with an emphasis on dating and other relationships. While this is often used in progressive, public schools, we recommend emphasizing our virtues and mission by our own teachers, in a setting more aligned with our style of teaching, to teach this sensitive topic.

**6. Concern: Safety and Security**

**Response:** TCCA has spent \$380,540 on safety and security improvements to the building, including access control systems, cameras, fencing, and alarms. Additional cameras and monitors can be added to the system as needed. The school's panic system is consistent with the type of system utilized at many single charter schools. Martin County School District, and other large districts in the state, may use different panic alert systems which are more appropriate for organizations with 18,000 students spread out among 30 buildings. Such systems cost upwards of \$40,000 which is not a sustainable cost for a single charter school.

AEDs can be purchased when staff is trained on the proper use of these devices. Optima can provide recommendations in consultation with Ms. Stewart on staff medical emergency training. School-wide CPR training was made available to staff.

**7. Concern: Marketing and Advertising**

**Response:** Many of the issues regarding marketing involve the timing of approvals, which was addressed in section 4 above. Optima is also in the process of adding additional marketing expertise to support the schools, as well as implementing a more streamlined approach to marketing and events in response to TCCA's feedback. We expect this to help fundraisers develop more quickly and adapt to the school's preferences. Branding and image are important, and Optima works to ensure that all materials from flyers to websites are consistent and reflective of TCCA's mission. However, we recognize that the current process can be cumbersome at times and are in the process of making needed improvements.

**8. Concern: TCCA Employees made aware of advancement opportunities**

**Response:** One benefit of being part of a network, instead of just a single school, is the ability to provide pathways for outstanding faculty to increase their responsibility and impact through continuous professional development and career advancement. This is a great advantage to the employee because they can continue in the same culture and mission that they love while still reaching their long-term career goals. Each school, instead of losing these employees to other schools or to the district, can still benefit from the employee's growth and expertise as part of the same network support system. Moving these employees up also allows a place for up-and-coming leaders to develop and shine. This cycle of career advancement builds the school's bench and improves the network at all levels.

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Since TCCA is the most mature school in the network, several faculty members have shown themselves to be capable of future school leadership. We invest in these employees by providing an aspiring leaders program and encouraging them to participate. We want to create a culture where employees know we are interested in their goals and helping with their attainment. We would never want to give the impression of trying to hold people back from applying for a position they aspire to by not informing them of the opportunity or otherwise discouraging their advancement.

#### **9. Concern: Human Resources & HR**

**Response:** Every one of our network schools, including TCCA, has provided consistent complaints regarding ESI's recruiting, payroll, and human resource services. These issues included lack of adequate recruiting to meet school needs; lack of follow-up on applicants-in-process; excessive toll on school leadership for HR-related matters; miscalculation of PTO, benefit deductions, and compensation; and the inability of ESI to establish themselves as a trusted HR ally. ESI's errors in billing to the schools and their inability to manage out-of-field and teacher certification tracking have led us to the conclusion that a comprehensive HR solution is required.

Over the past year, Optima has hired two HR staff members to provide support to schools in addition to ESI (at no cost to the schools). We found that we would need to add significantly more HR staff to effectively manage the gaps in services. Over the past eight months, Optima worked in coordination with ESI on potential solutions to improve the HR services our schools are receiving. Unfortunately, we have been unable to come to an agreement with ESI on a long-term transition or a restructuring of the HR relationship that would work well for all parties. After consideration of various options, Optima recommends bringing all HR functions in-house.

Optima has prepared a detailed proposal on its HR program, which highlights cost savings, improvement in performance and accountability, and alignment with TCCA's goals for employee performance, retention, and school culture.

In July, ESI determined that they would no longer provide recruitment services for Optima schools. This was not at Optima's request and in fact, was a surprise because ESI was (and remains) under contract for recruitment. Optima was not prepared to take on all school recruitment at that time, since we were not aware that ESI would no longer be fulfilling the terms of their agreement with the schools and we received only one business day's notice of the breach in services. Therefore, concerns about Optima's inability to handle recruitment on short notice are valid. However, in the past couple of months since the sudden break in services, we have taken the necessary steps to build a recruitment infrastructure, purchase recruitment software, and are in the process of hiring a talent acquisition manager. If ESI is continuing to recruit for TCCA, we were not aware of it, but they will be compensated for any hires according to the existing contract. It should also be noted that we have asked ESI to

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continue recruitment services and requested a contract for them to do so for all Optima schools.

### **Closing Remarks**

As an integral partner to TCCA, Optima has worked tirelessly to show the school, its leadership, students, staff, and stakeholders our level of dedication and commitment to the school's long-term success and generational impact. The years leading up to opening were met with fierce opposition, tempered by skillful responses from Optima and the dedication of volunteer board members and families. The first year was challenging, between permitting delays, temporary facilities, and lower-than-expected enrollment. We "shook the trees" to safeguard the school by obtaining almost \$1,000,000 in additional funding. And as we navigated the operational and academic needs, we engaged the district in a battle for TCCA's share of local referendum funds, eventually winning the school \$1,682,000.

TCCA is a success by every measurable metric – we have an A school with A+ ratings from the district on their internal scorecard. We have near-full enrollment with a waitlist in most grades, high retention rates among teachers and students, our salary and benefits remain competitive with the district, and we have several opportunities for funding our expansion efforts after being vetted by underwriters and investors. Optima's team adds value in all of the above aspects of managing a K-12 school, as well as in harder-to-measure ways, such as providing critical public relations leadership in the face of major incidents; adeptly answering compliance questions on district requests, or in response to student injuries; handling the complex operation of the National School Lunch Program; and navigating federal auditing for grant funds. Optima earned network-wide accreditation from Cognia and shared that status with TCCA to open the door to capital funding earlier than otherwise possible.

There are always opportunities for improvement, and Optima has maintained its willingness to receive constructive feedback and demonstrate its commitment to excellence and service.

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June 11, 2020

Marlin County  
Building Department  
2401 SE Monterey Rd.  
Stuart, FL 34996

RE: Treasure Coast Classical Academy

To Whom it May Concern,

Treasure Coast Classical Academy is a new 65,303sf, two-story building consisting of a group 'E' educational occupancy with group 'B' business and group 'A' assembly which are ancillary to the main occupancy of the building.

The total occupant load for the spaces computed using the Florida Building Code (FBC) table 1004.1.2 is 2,088 total occupants.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Beach".

Brad Beach  
Architect - Partner, LEED AP

10175 Fortune Parkway, Suite 701 - Jacksonville, FL 32256 - p 904-683-9201 f 904-683-9702 - [www.kasperarch.com](http://www.kasperarch.com)  
kasper architects + associates  
AA26000802

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## Attachment F

Martin County School District Teacher Schedule  
Adams-Stence, Gideon

## 16 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	M/J LATIN BEG	234	Full Year	MTWHF	0706000	61	21
01	01	M/J LATIN BEG	234	Full Year	MTWHF	0706000	71	4
01	01	M/J LATIN BEG	234	Full Year	MTWHF	0706000	81	0
02	02	M/J LATIN BEG	234	Full Year	MTWHF	0706000	62	19
02	02	M/J LATIN BEG	234	Full Year	MTWHF	0706000	72	2
02	02	M/J LATIN BEG	234	Full Year	MTWHF	0706000	82	3
03	03	M/J LATIN BEG	234	Full Year	MTWHF	0706000	63	22
03	03	M/J LATIN BEG	234	Full Year	MTWHF	0706000	73	1
03	03	M/J LATIN BEG	234	Full Year	MTWHF	0706000	83	2
04	04	M/J LATIN BEG	234	Full Year	MTWHF	0706000	64	25
04	04	M/J LATIN BEG	234	Full Year	MTWHF	0706000	74	1
05	05	M/J LATIN BEG	234	Full Year	MTWHF	0706000	65	20
05	05	M/J LATIN BEG	234	Full Year	MTWHF	0706000	75	4
05	05	M/J LATIN BEG	234	Full Year	MTWHF	0706000	85	1
08	08	M/J LATIN BEG	234	Full Year	MTWHF	0706000	68	25
08	08	M/J LATIN BEG	234	Full Year	MTWHF	0706000	78	1

Martin County School District Teacher Schedule  
Adelman, Kimberly

7 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	U SKLS SOC&EMOT:PK-5	125	Full Year	MTWHF	7721020	SE	2
02	02	LANG ARTS GRADE 1	125	Full Year	MTWHF	5010042	DSI	4
04	04	LANG ARTS GRADE 2	125	Full Year	MTWHF	5010043	DSI	1
06	06	MATH GRADE ONE	125	Full Year	MTWHF	5012030	DSI	1
06	06	U SKLS: PK-5	117	Full Year	MTWHF	7763010	IND9	2
06	06	U SKLS SOC&EMOT:PK-5	125	Full Year	MTWHF	7721020	SE1	1
07	07	LANG ARTS GRADE 3	125	Full Year	MTWHF	5010044	DSI	3

Martin County School District Teacher Schedule  
Burnam, Kayla

12 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	ART - INTERM 3	118	Full Year	H	5001060	53KT	23
01	01	M/J VISUAL ART 3	225	Full Year	MF	0101120	81	17
02	02	M/J VISUAL ART 3	223	Full Year	MF	0101120	82	22
03	03	ART - INTERM 1	118	Full Year	H	5001040	34JP	21
03	03	M/J VISUAL ART 3	206	Full Year	MF	0101120	83	20
04	04	M/J VISUAL ART 3	228	Full Year	MF	0101120	84	21
05	05	ART - GRADE 2	145	Full Year	H	5001030	25SZ	21
05	05	ART - INTERM 2	238	Full Year	H	5001050	46KS	23
05	05	M/J VISUAL ART 3	220	Full Year	MF	0101120	85	19
05	05	ART - GRADE 2	147	Full Year	W	5001030	22AG	22
07	07	M/J VISUAL ART 3	216	Full Year	MF	0101120	87	23
08	08	M/J VISUAL ART 3	227	Full Year	MF	0101120	88	24

Martin County School District Teacher Schedule  
 Carrion Orrantia, Claudia

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	LANG ARTS GRADE K	134	Full Year	MTWHF	5010041	K10	21
01	01	Basic Skills in Reading: K-2	134	Full Year	MTWHF	5010020	K1	0
03	03	SCIENCE GRADE K	134	Full Year	MTWHF	5020010	K1	21
04	04	MATH GRADE K	134	Full Year	MTWHF	5012020	K1	21
05	05	LANG ARTS GRADE K	134	Full Year	MTWHF	5010041	K1R	21
06	06	PHYSICAL EDUCATION K	134	Full Year	H	5015020R	K11	21
07	07	SOC STUDIES K	134	Full Year	MTWHF	5021020	K1	21
08	08	MATH GRADE K	134	Full Year	MTWHF	5012020	K1MG	21
09	09	STUDY HALL E	134	Full Year	MTWHF	5022000K	K1	21



Martin County School District Teacher Schedule  
Coleman, Melissa

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	MATH GRADE THREE	142	Full Year	MTWHF	5012050	32	22
03	03	PHYSICAL EDUCATION 3	142	Full Year	M	5015050R	32	22
04	04	Basic Skills in Reading 3-5	142	Full Year	MTWHF	5010024	32	22
04	04	LANG ARTS GRADE 3	142	Full Year	MTWHF	5010044	32	22
05	05	MATH GRADE THREE	142	Full Year	MTWHF	5012050	32MG	22
06	06	SCIENCE GRADE THREE	142	Full Year	MTWHF	5020040	32	22
07	07	LANG ARTS GRADE 3	142	Full Year	MTWHF	5010044	32R	22
08	08	SOC STUDIES 3	142	Full Year	MTWHF	5021050	32	22
09	09	STUDY HALL E	142	Full Year	MTWHF	5022000	32	22

Martin County School District Teacher Schedule

Cox, Tiana

**13 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	ELEM SPANISH	207	Full Year	MW	5007020	55HW	23
01	01	ELEM SPANISH	203	Full Year	TH	5007020	54HG	24
03	03	ELEM SPANISH	138	Full Year	MW	5007020	31KZ	22
03	03	ELEM SPANISH	142	Full Year	TF	5007020	32MC	22
05	05	ELEM SPANISH	143	Full Year	MW	5007020	21CH	22
05	05	ELEM SPANISH	144	Full Year	TH	5007020	27AM	22
05	05	SPANISH E	237	Full Year	TH	5007020X	44CP	23
05	05	ELEM SPANISH	145	Full Year	WF	5007020	25SZ	21
05	05	SPANISH E	240	Full Year	WF	5007020X	42SO	24
06	06	ELEM SPANISH	112	Full Year	MW	5007020	K1CO	21
06	06	ELEM SPANISH	132	Full Year	TH	5007020	K3JD	22
08	08	ELEM SPANISH	131	Full Year	TH	5007020	16TL	22
08	08	ELEM SPANISH	135	Full Year	WF	5007020	15SS	21

Martin County School District Teacher Schedule  
 Cutts, Christina

26 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	OCCU THRPY: PK-5	116	Full Year	MTWHF	7763050	OT11	2
01	01	OCCU THRPY: 6-8	116	Full Year	MTWHF	7866050	OT12	0
01	01	OCCU THRPY: PK-5	116	Full Year	MTWHF	7763050	OT12	3
01	01	OCCU THERAPY	125	Full Year	MTWHF	7966020	OT91	0
02	02	OCCU THRPY: PK-5	116	Full Year	MTWHF	7763050	OT21	2
02	02	OCCU THRPY: 6-8	116	Full Year	MTWHF	7866050	OT22	2
02	02	OCCU THERAPY	125	Full Year	MTWHF	7966020	OT92	0
03	03	OCCU THRPY: PK-5	116	Full Year	MTWHF	7763050	OT31	4
03	03	OCCU THRPY: 6-8	116	Full Year	MTWHF	7866050	OT32	1
03	03	OCCU THERAPY	125	Full Year	MTWHF	7966020	OT93	0
04	04	OCCU THRPY: PK-5	116	Full Year	MTWHF	7763050	OT41	1
04	04	OCCU THRPY: 6-8	116	Full Year	MTWHF	7866050	OT42	0
04	04	OCCU THERAPY	125	Full Year	MTWHF	7966020	OT94	0
05	05	OCCU THRPY: PK-5	116	Full Year	MTWHF	7763050	OT51	3
05	05	OCCU THRPY: 6-8	116	Full Year	MTWHF	7866050	OT52	0
05	05	OCCU THERAPY	125	Full Year	MTWHF	7966020	OT95	0
06	06	OCCU THRPY: PK-5	116	Full Year	MTWHF	7763050	OT61	0
06	06	OCCU THRPY: 6-8	116	Full Year	MTWHF	7866050	OT62	7
06	06	OCCU THRPY: PK-5	116	Full Year	MTWHF	7763050	OT62	0
06	06	OCCU THERAPY	125	Full Year	MTWHF	7966020	OT96	0
07	07	OCCU THRPY: 6-8	116	Full Year	MTWHF	7866050	OT72	0
07	07	OCCU THRPY: PK-5	116	Full Year	MTWHF	7763050	OT72	0
07	07	OCCU THERAPY	125	Full Year	MTWHF	7966020	OT97	0
08	08	OCCU THRPY: 6-8	116	Full Year	MTWHF	7866050	OT82	0
08	08	OCCU THRPY: PK-5	116	Full Year	MTWHF	7763050	OT82	2
08	08	OCCU THERAPY	125	Full Year	MTWHF	7966020	OT98	0

Martin County School District Teacher Schedule  
DANAHY, LAURA

6 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
02	02	M/J CIVICS ADV CAR P	225	Full Year	MTWHF	2106026	82	24
03	03	M/J CIVICS ADV CAR P	225	Full Year	MTWHF	2106026	83	18
04	04	M/J CIVICS ADV CAR P	225	Full Year	MTWHF	2106026	84	23
05	05	M/J CIVICS ADV CAR P	225	Full Year	MTWHF	2106026	85	19
07	07	M/J CIVICS ADV CAR P	225	Full Year	MTWHF	2106026	87	20
08	08	M/J CIVICS ADV CAR P	225	Full Year	MTWHF	2106026	88	20

Martin County School District Teacher Schedule

Dayus, Vanessa

**13 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	SOC STUDIES 4	241	Full Year	MTWHF	5021060	41	24
03	03	Basic Skills in Reading 3-5	241	Full Year	MTWHF	5010024	41	24
03	03	LANG ARTS GRADE 4	241	Full Year	MTWHF	5010045	41	24
04	04	MATH GRADE FOUR	241	Full Year	MTWHF	5012060	41	24
04	04	ADV ACAD: K-5 GIFTED	231	Full Year	MTWHF	7755040	GC41	0
04	04	ADV ACAD 6-8 GIFTED	231	Full Year	MTWHF	7855040	GC42	0
05	05	PHYSICAL EDUCATION 4	241	Full Year	F	5015060R	41VD	24
06	06	MATH GRADE FOUR	241	Full Year	MTWHF	5012060	41MG	24
06	06	ADV ACAD 6-8 GIFTED	231	Full Year	MTWHF	7855040	GC62	0
06	06	ADV ACAD: K-5 GIFTED	231	Full Year	MTWHF	7755040	GC62	0
07	07	SCIENCE GRADE FOUR	241	Full Year	MTWHF	5020050	41	24
08	08	LANG ARTS GRADE 4	241	Full Year	MTWHF	5010045	41R	24
09	09	STUDY HALL E	241	Full Year	MTWHF	5022000	41	24

Martin County School District Teacher Schedule

Degenova, Jamie

9 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	LANG ARTS GRADE K	132	Full Year	MTWHF	5010041	3K4	22
01	01	Basic Skills in Reading: K-2	132	Full Year	MTWHF	5010020	K3	0
03	03	SCIENCE GRADE K	132	Full Year	MTWHF	5020010	K4	22
04	04	MATH GRADE K	132	Full Year	MTWHF	5012020	K4	22
05	05	LANG ARTS GRADE K	132	Full Year	MTWHF	5010041	K3R	22
06	06	PHYSICAL EDUCATION K	132	Full Year	F	5015020R	K41	22
07	07	SOC STUDIES K	132	Full Year	MTWHF	5021020	K4	22
08	08	MATH GRADE K	132	Full Year	MTWHF	5012020	K3MG	22
09	09	STUDY HALL E	132	Full Year	MTWHF	5022000K	K3	22



Martin County School District Teacher Schedule

DeJulia, Robert Andrew

10 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
02	02	BIO 1 HON	222	Full Year	MTWHF	2000320	92	17
06	06	CRIT THINK ST SKLS	218	Full Year	MTW	1700370	Mat1	7
06	06	CRIT THINK ST SKLS	218	Full Year	MTW	1700370	Mat2	9
06	06	CRIT THINK ST SKLS	218	Full Year	MTW	1700370	Mat3	2
06	06	CRIT THINK ST SKLS	218	Full Year	MTW	1700370	Math	4
06	06	CRIT THINK ST SKLS	218	Full Year	WHF	1700370	Rea1	8
06	06	CRIT THINK ST SKLS	218	Full Year	WHF	1700370	Rea2	6
06	06	CRIT THINK ST SKLS	218	Full Year	WHF	1700370	Rea3	0
06	06	CRIT THINK ST SKLS	218	Full Year	WHF	1700370	READ	1
07	07	BIO 1 HON	222	Full Year	MTWHF	2000320	97	23

Martin County School District Teacher Schedule

Dray, Megan

9 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	Basic Skills in Reading: K-2	148	Full Year	MTWHF	5010020	K2	0
01	01	LANG ARTS GRADE K	148	Full Year	MTWHF	5010041	K2	22
03	03	SCIENCE GRADE K	148	Full Year	MTWHF	5020010	K3	22
04	04	MATH GRADE K	148	Full Year	MTWHF	5012020	K2	22
05	05	LANG ARTS GRADE K	148	Full Year	MTWHF	5010041	K2R	22
06	06	PHYSICAL EDUCATION K	148	Full Year	W	5015020R	K31	22
07	07	SOC STUDIES K	148	Full Year	MTWHF	5021020	K3	22
08	08	MATH GRADE K	148	Full Year	MTWHF	5012020	K2MG	22
09	09	STUDY HALL E	148	Full Year	MTWHF	5022000K	K2	22

Martin County School District Teacher Schedule  
Ecker, Blake Mackenzie

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	LATIN 1	218	Full Year	MTWHF	0706300	81	13
01	01	LATIN 1	218	Full Year	MTWHF	0706300	91	1
03	03	LATIN 1	218	Full Year	MTWHF	0706300	83	22
04	04	LATIN 1	218	Full Year	MTWHF	0706300	84	12
04	04	LATIN 1	218	Full Year	MTWHF	0706300	94	4
05	05	LATIN 1	218	Full Year	MTWHF	0706300	85	7
05	05	LATIN 1	218	Full Year	MTWHF	0706300	96	6
07	07	LATIN 1	218	Full Year	MTWHF	0706300	87	17
08	08	LATIN 1	218	Full Year	MTWHF	0706300	88	14

Martin County School District Teacher Schedule  
 Eckhardt, Kathryn

**8 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	EASTWEST HERI HON	219	Full Year	MTWHF	2100460	91	5
02	02	EASTWEST HERI HON	219	Full Year	MTWHF	2100460	92	18
04	04	LATIN 2	219	Full Year	MTWHF	0706310	94	10
05	05	LATIN 1	206	Full Year	MTWHF	0706300	86	17
05	05	LATIN 1	219	Full Year	MTWHF	0706300	95	6
06	06	STUDY HALL E	219	Full Year	MTWHF	5022000	92	18
07	07	EASTWEST HERI HON	219	Full Year	MTWHF	2100460	97	17
08	08	LATIN 2	219	Full Year	MTWHF	0706310	98	13

Martin County School District Teacher Schedule

Fess, Laura

8 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	PHYSICAL EDUCATION 5	201	Full Year	H	5015070R	51	25
02	02	MATH GRADE FIVE	201	Full Year	MTWHF	5012070	51	25
03	03	MATH GRADE FIVE	201	Full Year	MTWHF	5012070	51MG	25
04	04	SCIENCE GRADE FIVE	201	Full Year	MTWHF	5020060	51	25
05	05	MATH GRADE FIVE	201	Full Year	MTWHF	5012070	54	24
06	06	MATH GRADE FIVE	201	Full Year	MTWHF	5012070	54MG	24
07	07	SCIENCE GRADE FIVE	201	Full Year	MTWHF	5020060	54	24
09	09	STUDY HALL E	201	Full Year	MTWHF	5022000	51	25

Martin County School District Teacher Schedule

Feurer, Sonya

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	MATH GRADE TWO	117	Full Year	MTWHF	5012040	23	20
02	02	MATH GRADE TWO	117	Full Year	MTWHF	5012040	23MG	20
03	03	SCIENCE GRADE TWO	117	Full Year	MTWHF	5020030	23	20
04	04	LANG ARTS GRADE 2	117	Full Year	MTWHF	5010043	23R	20
05	05	PHYSICAL EDUCATION 2	117	Full Year	T	5015040R	23SF	20
06	06	Basic Skills in Reading: K-2	117	Full Year	MTWHF	5010020	23	20
06	06	LANG ARTS GRADE 2	117	Full Year	MTWHF	5010043	23	20
08	08	SOC STUDIES 2	117	Full Year	MTWHF	5021040	23	20
09	09	STUDY HALL E	117	Full Year	MTWHF	5022000S	23	20



Martin County School District Teacher Schedule  
Fletcher, Jessica

25 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	LANG THRPY: 6-8	116	Full Year	MTWHF	7866040	LG12	0
01	01	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG13	0
01	01	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP13	0
01	01	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP14	0
01	01	SPEECH THRPY: 6-8	116	Full Year	MTWHF	7866030	SP1F	2
02	02	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP23	9
02	02	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP24	0
03	03	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP32	6
03	03	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP34	0
04	04	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG43	1
04	04	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP42	9
04	04	SPEECH THRPY: 6-8	116	Full Year	MTWHF	7866030	SP 43	1
04	04	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP44	0
05	05	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP51	9
05	05	SPEECH THRPY: 6-8	116	Full Year	MTWHF	7866030	SP 52	2
05	05	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP52	3
06	06	LANG THRPY: 6-8	116	Full Year	MTWHF	7866040	LG63	5
06	06	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG63	0
06	06	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP61	6
06	06	SPEECH THRPY: 6-8	116	Full Year	MTWHF	7866030	SP63	4
06	06	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP64	1
07	07	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP71	10
08	08	LANG THRPY: 6-8	116	Full Year	MTWHF	7866040	LG82	0
08	08	SPEECH THRPY: 6-8	116	Full Year	MTWHF	7866030	SP83	0
08	08	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP83	13

Martin County School District Teacher Schedule

Foat, Samuel

7 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	STUDY HALL E	225	Full Year	W	5022000	81	17
02	02	STUDY HALL E	223	Full Year	W	5022000	82	22
03	03	STUDY HALL E	206	Full Year	W	5022000	83	20
04	04	STUDY HALL E	228	Full Year	W	5022000	84	21
05	05	STUDY HALL E	220	Full Year	W	5022000	85	19
07	07	STUDY HALL E	216	Full Year	W	5022000	87	23
08	08	STUDY HALL E	227	Full Year	W	5022000	88	24

Martin County School District Teacher Schedule  
Forbes, Bettina

12 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	M/J INTERM	226	Full Year	MTWHF	0706010	71	21
01	01	M/J LATIN INTERM	226	Full Year	MTWHF	0706010	81	4
02	02	LATIN 1	218	Full Year	MTWHF	0706300	82	12
02	02	M/J LATIN INTERM	218	Full Year	MTWHF	0706010	82	0
04	04	M/J LATIN INTERM	217	Full Year	MTWHF	0706010	74	18
04	04	M/J LATIN INTERM	217	Full Year	MTWHF	0706010	84	5
05	05	M/J LATIN INTERM	215	Full Year	MTWHF	0706010	75	16
05	05	M/J LATIN INTERM	215	Full Year	MTWHF	0706010	85	8
07	07	M/J LATIN INTERM	206	Full Year	MTWHF	0706010	77	16
07	07	M/J LATIN INTERM	206	Full Year	MTWHF	0706010	87	6
08	08	M/J LATIN INTERM	224	Full Year	MTWHF	0706010	78	20
08	08	M/J LATIN INTERM	224	Full Year	MTWHF	0706010	88	4

Martin County School District Teacher Schedule  
 Forlenza, Gabrielle

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	MATH GRADE THREE	141	Full Year	MTWHF	5012050	33	21
03	03	PHYSICAL EDUCATION 3	141	Full Year	W	5015050R	33	21
04	04	Basic Skills in Reading 3-5	141	Full Year	MTWHF	5010024	33	21
04	04	LANG ARTS GRADE 3	141	Full Year	MTWHF	5010044	33	21
05	05	MATH GRADE THREE	141	Full Year	MTWHF	5012050	33MG	21
06	06	SCIENCE GRADE THREE	141	Full Year	MTWHF	5020040	33	21
07	07	LANG ARTS GRADE 3	141	Full Year	MTWHF	5010044	33R	21
08	08	SOC STUDIES 3	141	Full Year	MTWHF	5021050	33	21
09	09	STUDY HALL E	141	Full Year	MTWHF	5022000	33	21

Martin County School District Teacher Schedule

Gargis, Brogan

9 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	SOC STUDIES 4	239	Full Year	MTWHF	5021060	45	24
03	03	Basic Skills in Reading 3-5	239	Full Year	MTWHF	5010024	45	24
03	03	LANG ARTS GRADE 4	239	Full Year	MTWHF	5010045	45	24
04	04	MATH GRADE FOUR	239	Full Year	MTWHF	5012060	45	24
05	05	PHYSICAL EDUCATION 4	239	Full Year	M	5015060R	45BG	24
06	06	MATH GRADE FOUR	239	Full Year	MTWHF	5012060	45MG	24
07	07	SCIENCE GRADE FOUR	239	Full Year	MTWHF	5020050	45	24
08	08	LANG ARTS GRADE 4	239	Full Year	MTWHF	5010045	45R	24
09	09	STUDY HALL E	239	Full Year	MTWHF	5022000	45	24

Martin County School District Teacher Schedule  
Geer, Andrea Christine

8 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	ALG 1 HON	216	Full Year	MTWHF	12003207	71	0
01	01	ALG 1 HON	216	Full Year	MTWHF	1200320	81	21
02	02	M/J Foundational Skills in Mathematics 6-8	216	Full Year	MTWHF	1204000	82	22
03	03	M/J PRE-ALG	216	Full Year	MTWHF	12050706	83	21
04	04	M/J PRE-ALG	216	Full Year	MTWHF	12050706	84	19
05	05	ALG 1 HON	216	Full Year	MTWHF	1200320	85	21
05	05	ALG 1 HON	216	Full Year	MTWHF	1200320	95	2
08	08	M/J PRE-ALG	216	Full Year	MTWHF	12050706	88	19



Martin County School District Teacher Schedule  
 Grummert, Shauna

**5 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	PHY THRPY: PK-5	116	Full Year	MTWHF	7763070	PT1	0
02	02	PHY THRPY: PK-5	116	Full Year	MTWHF	7763070	PT2	0
06	06	PHY THRPY: PK-5	116	Full Year	MTWHF	7763070	PT62	0
06	06	PHY THRPY: 6-8	116	Full Year	MTWHF	7866070	PT6	1
08	08	PHY THRPY: PK-5	116	Full Year	MTWHF	7763070	PT8	0

Martin County School District Teacher Schedule  
Guay, Hayley

**10 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	PHYSICAL EDUCATION 5	203	Full Year	W	5015070R	54	24
02	02	LANG ARTS GRADE 5	203	Full Year	MTWHF	5010046	51	24
02	02	Basic Skills in Reading 3-5	203	Full Year	MTWHF	5010024	54	24
03	03	SOC STUDIES 5	203	Full Year	MTWHF	5021070	54	24
04	04	LANG ARTS GRADE 5	203	Full Year	MTWHF	5010046	54R	24
05	05	LANG ARTS GRADE 5	203	Full Year	MTWHF	5010046	51R	25
06	06	Basic Skills in Reading 3-5	203	Full Year	MTWHF	5010024	51	25
06	06	LANG ARTS GRADE 5	203	Full Year	MTWHF	5010046	54	25
07	07	SOC STUDIES 5	203	Full Year	MTWHF	5021070	51	25
09	09	STUDY HALL E	203	Full Year	MTWHF	5022000	54	24

Martin County School District Teacher Schedule

Hazel, Tara

4 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
06	06	CRIT THINK ST SKLS	234	Full Year	MTWHF	1700370	MT3	0
06	06	CRIT THINK ST SKLS	234	Full Year	MTWHF	1700370	MthT3	5
06	06	CRIT THINK ST SKLS	234	Full Year	MTWHF	1700370	T3Math	2
06	06	CRIT THINK ST SKLS	234	Full Year	MTWHF	1700370	T3M	1

Martin County School District Teacher Schedule

Hooks, Cristy H

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	MATH GRADE TWO	143	Full Year	MTWHF	5012040	21	22
02	02	MATH GRADE TWO	143	Full Year	MTWHF	5012040	21MG	22
03	03	SCIENCE GRADE TWO	143	Full Year	MTWHF	5020030	21	22
04	04	LANG ARTS GRADE 2	143	Full Year	MTWHF	5010043	21R	22
05	05	PHYSICAL EDUCATION 2	143	Full Year	F	5015040R	21CH	22
06	06	Basic Skills in Reading: K-2	143	Full Year	MTWHF	5010020	21	22
06	06	LANG ARTS GRADE 2	143	Full Year	MTWHF	5010043	21	22
08	08	SOC STUDIES 2	143	Full Year	MTWHF	5021040	21	22
09	09	STUDY HALL E	143	Full Year	MTWHF	5022000S	21	22

Martin County School District Teacher Schedule  
Ibalarrosa, Joel Ross Tobio

**22 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
02	02	PHYSICAL EDUCATION 3	138	Full Year	MTWHF	5015050	31KZ	22
02	02	PHYSICAL EDUCATION 3	142	Full Year	MTWHF	5015050	32MC	22
02	02	PHYSICAL EDUCATION 3	141	Full Year	MTWHF	5015050	33GF	21
02	02	PHYSICAL EDUCATION 3	140	Full Year	MTWHF	5015050	34JP	21
02	02	PHYSICAL EDUCATION 3	136	Full Year	MTWHF	5015050	35RM	22
02	02	PHYSICAL EDUCATION 3	139	Full Year	MTWHF	5015050	36SM	22
02	02	PHYSICAL EDUCATION K	134	Full Year	MTWHF	5015020	K1CO	21
02	02	PHYSICAL EDUCATION K	148	Full Year	MTWHF	5015020	K2MD	22
02	02	PHYSICAL EDUCATION K	132	Full Year	MTWHF	5015020	K3JD	22
02	02	PHYSICAL EDUCATION K	146	Full Year	MTWHF	5015020	K4LT	23
03	03	PHYSICAL EDUCATION 1	137	Full Year	MTWHF	5015030	12EW	22
03	03	PHYSICAL EDUCATION 1	139	Full Year	MTWHF	5015030	13TL	22
03	03	PHYSICAL EDUCATION 1	138	Full Year	MTWHF	5015030	14NS	22
03	03	PHYSICAL EDUCATION 1	135	Full Year	MTWHF	5015030	15SS	21
03	03	TEAM SPRTS 1	114	Full Year	MTWHF	1503350	93	14
07	07	PHYSICAL EDUCATION 2	143	Full Year	MTWHF	5015040	21CH	22
07	07	PHYSICAL EDUCATION 2	147	Full Year	MTWHF	5015040	22AG	22
07	07	PHYSICAL EDUCATION 2	117	Full Year	MTWHF	5015040	23SF	20
07	07	PHYSICAL EDUCATION 2	147	Full Year	MTWHF	5015040	24JN	20
07	07	PHYSICAL EDUCATION 2	145	Full Year	MTWHF	5015040	25SZ	21
07	07	PHYSICAL EDUCATION 2	115	Full Year	MTWHF	5015040	26AT	21
07	07	PHYSICAL EDUCATION 2	144	Full Year	MTWHF	5015040	27AM	22

Martin County School District Teacher Schedule

James, Jada

6 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
02	02	M/J WRITING 1	209	Full Year	MTWHF	1009030	62	24
03	03	M/J WRITING 1	209	Full Year	MTWHF	1009030	63	21
04	04	M/J WRITING 1	209	Full Year	MTWHF	1009030	64	24
05	05	M/J WRITING 1	209	Full Year	MTWHF	1009030	65	23
07	07	M/J WRITING 1	209	Full Year	MTWHF	1009030	67	20
08	08	M/J WRITING 1	209	Full Year	MTWHF	1009030	68	20

Martin County School District Teacher Schedule  
Joiner, Nathanael

28 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	MUSIC-INTERM 3	203	Full Year	F	5013110	54HG	24
01	01	MUSIC-INTERM 3	207	Full Year	H	5013110	55HW	23
01	01	MUSIC-INTERM 3	201	Full Year	M	5013110	51LF	25
01	01	MUSIC-INTERM 3	204	Full Year	T	5013110	52NP	22
01	01	MUSIC-INTERM 3	202	Full Year	W	5013110	56AS	23
03	03	MUSIC-INTERM 1	141	Full Year	F	5013090	33GF	21
03	03	MUSIC-INTERM 1	138	Full Year	H	5013090	31KZ	22
03	03	MUSIC-INTERM 1	139	Full Year	M	5013090	36SM	22
03	03	MUSIC-INTERM 1	136	Full Year	T	5013090	35RM	22
03	03	MUSIC-INTERM 1	142	Full Year	W	5013090	32MC	22
05	05	MUSIC - GRADE 2	144	Full Year	F	5013080	27AM	22
05	05	MUSIC-INTERM 2	237	Full Year	F	5013100	44CP	23
05	05	MUSIC - GRADE 2	143	Full Year	H	5013080	21CH	22
05	05	MUSIC-INTERM 2	200	Full Year	H	5013100	43GM	25
05	05	MUSIC - GRADE 2	117	Full Year	M	5013080	23SF	20
05	05	MUSIC-INTERM 2	240	Full Year	M	5013100	42SO	24
05	05	MUSIC - GRADE 2	147	Full Year	T	5013080	24JN	20
05	05	MUSIC-INTERM 2	241	Full Year	T	5013100	41VD	24
05	05	MUSIC - GRADE 2	115	Full Year	W	5013080	26AT	21
05	05	MUSIC-INTERM 2	239	Full Year	W	5013100	45BG	24
06	06	MUSIC - GRADE K	148	Full Year	F	5013060	K2MD	22
06	06	MUSIC - GRADE K	146	Full Year	H	5013060	K4LT	23
06	06	MUSIC - GRADE K	132	Full Year	M	5013060	K3JD	22
06	06	MUSIC - GRADE K	134	Full Year	T	5013060	K1CO	21
08	08	MUSIC - GRADE 1	131	Full Year	F	5013070	16TL	22
08	08	MUSIC - GRADE 1	135	Full Year	M	5013070	15SS	21
08	08	MUSIC - GRADE 1	133	Full Year	T	5013070	14NS	22
08	08	MUSIC - GRADE 1	137	Full Year	W	5013070	12EW	22



Martin County School District Teacher Schedule

Kastanias, Joy

6 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	M/J LANG ARTS 1	211	Full Year	MTWHF	1001010	64	22
02	02	M/J LANG ARTS 1	211	Full Year	MTWHF	1001010	62	23
03	03	M/J Intensive Reading 1	211	Full Year	MTWHF	1000010	63	22
05	05	M/J LANG ARTS 1	211	Full Year	MTWHF	1001010	65	19
07	07	M/J LANG ARTS 1	211	Full Year	MTWHF	1001010	67	22
08	08	M/J LANG ARTS 1	211	Full Year	MTWHF	1001010	68	24

Martin County School District Teacher Schedule  
Kennedy, Robert

**10 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	U SKLS SOC&EMOT:PK-5	142	Full Year	MTWHF	7721020	SES2	2
02	02	U SKLS CURRLRN 6-8	218	Full Year	HF	7863040	IND1	0
02	02	PERSONAL DEV CAR P	218	Full Year	TH	8500430	SA1	0
05	05	LANG ARTS GRADE K	125	Full Year	MTWHF	5010041	DSI1	1
05	05	U SKLS: SOC&EMO 6-8	227	Full Year	MTWHF	7863000	ESS5	1
05	05	U SKLS CURRLRN 6-8	227	Full Year	TH	7863040	IND2	1
07	07	LANG ARTS GRADE 3	125	Full Year	MTWHF	5010044	DSI2	1
07	07	U SKLS SOC&EMOT:PK-5	238	Full Year	MTWHF	7721020	SES1	0
08	08	LANG ARTS GRADE 4	125	Full Year	MTWHF	5010045	DSI1	1
08	08	U SKLS CURRLRN 6-8	220	Full Year	H	7863040	IND3	0

Martin County School District Teacher Schedule  
Klinkhardt, Tyler

6 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	M/J Foundational Skills in Mathematics 6-8	233	Full Year	MTWHF	1204000	61	21
02	02	M/J MATH 1	233	Full Year	MTWHF	1205010	62	22
03	03	M/J MATH 1	233	Full Year	MTWHF	1205010	63	23
04	04	M/J Foundational Skills in Mathematics 6-8	233	Full Year	MTWHF	1204000	64	18
07	07	M/J MATH 1	233	Full Year	MTWHF	1205010	67	23
08	08	M/J MATH 1	233	Full Year	MTWHF	1205010	68	25

Martin County School District Teacher Schedule

Kopp, Makenzie

2 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
04	04	U SKLS: 9-12	222	Full Year	MTWHF	7963130	INDF	0
05	05	PERSONAL DEV CAR P	227	Full Year	MW	8500430	SA2	1

Martin County School District Teacher Schedule

Lages, Misty

**6 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	M/J WORLD HIST	236	Full Year	MTWHF	2109010	61	24
02	02	M/J WORLD HIST	236	Full Year	MTWHF	2109010	62	24
03	03	M/J WORLD HIST	236	Full Year	MTWHF	2109010	63	20
04	04	M/J WORLD HIST	236	Full Year	MTWHF	2109010	64	20
05	05	M/J WORLD HIST	236	Full Year	MTWHF	2109010	65	23
07	07	M/J WORLD HIST	236	Full Year	MTWHF	2109010	67	21

Martin County School District Teacher Schedule  
 La Mattery, Jeffrey  
 8 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	ALG 1 HON	222	Full Year	MTWHF	1200320	82	2
01	01	ALG 1 HON	222	Full Year	MTWHF	1200320	91	20
04	04	Foundational Skills in Mathematics 9-12	222	Full Year	MTWHF	1200400	94	5
05	05	ALG 2 HON	222	Full Year	MTWHF	1200340	85	1
05	05	ALG 2 HON	222	Full Year	MTWHF	1200340	95	6
06	06	STUDY HALL E	222	Full Year	MTWHF	5022000	91	21
08	08	GEO HON	222	Full Year	MTWHF	1206320	88	8
08	08	GEO HON	222	Full Year	MTWHF	1206320	98	7

Martin County School District Teacher Schedule

Lavelle, Teri

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	Basic Skills in Reading: K-2	131	Full Year	MTWHF	5010020	16	22
01	01	LANG ARTS GRADE 1	131	Full Year	MTWHF	5010042	16	22
02	02	LANG ARTS GRADE 1	131	Full Year	MTWHF	5010042	16R	22
04	04	MATH GRADE ONE	131	Full Year	MTWHF	5012030	16	22
05	05	SCIENCE GRADE ONE	131	Full Year	MTWHF	5020020	16	22
06	06	MATH GRADE ONE	131	Full Year	MTWHF	5012030	16MG	22
07	07	SOC STUDIES 1	131	Full Year	MTWHF	5021030	16	22
08	08	PHYSICAL EDUCATION 1	131	Full Year	W	5015030R	16TL	22
09	09	STUDY HALL E	131	Full Year	MTWHF	5022000F	16	22



Martin County School District Teacher Schedule  
MacMaster, Rosemary

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	MATH GRADE THREE	136	Full Year	MTWHF	5012050	35	22
03	03	PHYSICAL EDUCATION 3	136	Full Year	F	5015050R	35	22
04	04	Basic Skills in Reading 3-5	136	Full Year	MTWHF	5010024	35	22
04	04	LANG ARTS GRADE 3	136	Full Year	MTWHF	5010044	35	22
05	05	MATH GRADE THREE	136	Full Year	MTWHF	5012050	35MG	22
06	06	SCIENCE GRADE THREE	136	Full Year	MTWHF	5020040	35	22
07	07	LANG ARTS GRADE 3	136	Full Year	MTWHF	5010044	35R	22
08	08	SOC STUDIES 3	136	Full Year	MTWHF	5021050	35	22
09	09	STUDY HALL E	136	Full Year	MTWHF	5022000	35	22

Martin County School District Teacher Schedule  
Marshall, Deborah

**6 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
03	03	MATH GRADE FIVE	125	Full Year	MTWHF	5012070	DSI	1
05	05	LANG ARTS GRADE 5	125	Full Year	MTWHF	5010046	DSI	3
06	06	MATH GRADE FOUR	125	Full Year	MTWHF	5012060	DSI	4
06	06	U SKLS: PK-5	203	Full Year	MTWHF	7763010	IND6	1
07	07	U SKLS SOC&EMOT:PK-5	142	Full Year	MTWHF	7721020	SF	2
08	08	LANG ARTS GRADE 4	125	Full Year	MTWHF	5010045	DSI	4

Martin County School District Teacher Schedule  
Martin, Tara Ann

4 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
06	06	CRIT THINK ST SKLS	224	Full Year	MTWHF	1700370	ReT3	4
06	06	CRIT THINK ST SKLS	224	Full Year	MTWHF	1700370	RT3	1
06	06	CRIT THINK ST SKLS	224	Full Year	MTWHF	1700370	T3Read	0
06	06	CRIT THINK ST SKLS	224	Full Year	MTWHF	1700370	T3R	4

Martin County School District Teacher Schedule  
 Massey, Stephanie N

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	MATH GRADE THREE	139	Full Year	MTWHF	5012050	36	22
03	03	PHYSICAL EDUCATION 3	139	Full Year	H	5015050R	36	22
04	04	Basic Skills in Reading 3-5	139	Full Year	MTWHF	5010024	36	22
04	04	LANG ARTS GRADE 3	139	Full Year	MTWHF	5010044	36	22
05	05	MATH GRADE THREE	139	Full Year	MTWHF	5012050	36MG	22
06	06	SCIENCE GRADE THREE	139	Full Year	MTWHF	5020040	36	22
07	07	LANG ARTS GRADE 3	139	Full Year	MTWHF	5010044	36R	22
08	08	SOC STUDIES 3	139	Full Year	MTWHF	5021050	36	22
09	09	STUDY HALL E	139	Full Year	MTWHF	5022000	36	22

Martin County School District Teacher Schedule  
 McCausland, Gabriela Sophia

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	SOC STUDIES 4	200	Full Year	MTWHF	5021060	43	25
03	03	Basic Skills in Reading 3-5	200	Full Year	MTWHF	5010024	43	25
03	03	LANG ARTS GRADE 4	200	Full Year	MTWHF	5010045	43	25
04	04	MATH GRADE FOUR	200	Full Year	MTWHF	5012060	43	25
05	05	PHYSICAL EDUCATION 4	200	Full Year	T	5015060R	43GM	25
06	06	MATH GRADE FOUR	200	Full Year	MTWHF	5012060	43MG	25
07	07	SCIENCE GRADE FOUR	200	Full Year	MTWHF	5020050	43	25
08	08	LANG ARTS GRADE 4	200	Full Year	MTWHF	5010045	43R	25
09	09	STUDY HALL E	200	Full Year	MTWHF	5022000	43	25

Martin County School District Teacher Schedule

Mendel, Angela

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	MATH GRADE TWO	144	Full Year	MTWHF	5012040	27	22
02	02	MATH GRADE TWO	144	Full Year	MTWHF	5012040	27MG	22
03	03	SCIENCE GRADE TWO	144	Full Year	MTWHF	5020030	27	22
04	04	LANG ARTS GRADE 2	144	Full Year	MTWHF	5010043	27R	22
05	05	PHYSICAL EDUCATION 2	144	Full Year	M	5015040R	27AM	22
06	06	Basic Skills in Reading: K-2	144	Full Year	MTWHF	5010020	27	22
06	06	LANG ARTS GRADE 2	144	Full Year	MTWHF	5010043	28	22
08	08	SOC STUDIES 2	144	Full Year	MTWHF	5021040	27	22
09	09	STUDY HALL E	144	Full Year	MTWHF	5022000S	27	22

Martin County School District Teacher Schedule  
 NAUGHTON, JENNIFER

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	MATH GRADE TWO	119	Full Year	MTWHF	5012040	24	20
02	02	MATH GRADE TWO	119	Full Year	MTWHF	5012040	24MG	20
03	03	SCIENCE GRADE TWO	119	Full Year	MTWHF	5020030	24	20
04	04	LANG ARTS GRADE 2	119	Full Year	MTWHF	5010043	24R	20
05	05	PHYSICAL EDUCATION 2	147	Full Year	W	5015040R	24JN	20
06	06	Basic Skills in Reading: K-2	119	Full Year	MTWHF	5010020	24	20
06	06	LANG ARTS GRADE 2	119	Full Year	MTWHF	5010043	24	20
08	08	SOC STUDIES 2	119	Full Year	MTWHF	5021040	24	20
09	09	STUDY HALL E	119	Full Year	MTWHF	5022000S	24	20

Martin County School District Teacher Schedule  
Osborn, Sarah

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	SOC STUDIES 4	240	Full Year	MTWHF	5021060	42	24
03	03	Basic Skills in Reading 3-5	240	Full Year	MTWHF	5010024	42	24
03	03	LANG ARTS GRADE 4	240	Full Year	MTWHF	5010045	42	24
04	04	MATH GRADE FOUR	240	Full Year	MTWHF	5012060	42	24
05	05	PHYSICAL EDUCATION 4	240	Full Year	H	5015060R	42SO	24
06	06	MATH GRADE FOUR	240	Full Year	MTWHF	5012060	42MG	24
07	07	SCIENCE GRADE FOUR	240	Full Year	MTWHF	5020050	42	24
08	08	LANG ARTS GRADE 4	240	Full Year	MTWHF	5010045	42R	24
09	09	STUDY HALL E	240	Full Year	MTWHF	5022000	42	24



Martin County School District Teacher Schedule

PARKER, COURTNEY MARIE

9 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	SOC STUDIES 4	237	Full Year	MTWHF	5021060	44	23
03	03	Basic Skills in Reading 3-5	237	Full Year	MTWHF	5010024	44	23
03	03	LANG ARTS GRADE 4	237	Full Year	MTWHF	5010045	44	23
04	04	MATH GRADE FOUR	237	Full Year	MTWHF	5012060	44	23
05	05	PHYSICAL EDUCATION 4	237	Full Year	W	5015060R	44CP	23
06	06	MATH GRADE FOUR	237	Full Year	MTWHF	5012060	44MG	23
07	07	SCIENCE GRADE FOUR	237	Full Year	MTWHF	5020050	44	23
08	08	LANG ARTS GRADE 4	237	Full Year	MTWHF	5010045	44R	23
09	09	STUDY HALL E	237	Full Year	MTWHF	5022000	44	23

Martin County School District Teacher Schedule

Petric, Jill

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	MATH GRADE THREE	140	Full Year	MTWHF	5012050	34	21
03	03	PHYSICAL EDUCATION 3	140	Full Year	T	5015050R	34	21
04	04	Basic Skills in Reading 3-5	140	Full Year	MTWHF	5010024	34	21
04	04	LANG ARTS GRADE 3	140	Full Year	MTWHF	5010044	34	21
05	05	MATH GRADE THREE	140	Full Year	MTWHF	5012050	34MG	21
06	06	SCIENCE GRADE THREE	140	Full Year	MTWHF	5020040	34	21
07	07	LANG ARTS GRADE 3	140	Full Year	MTWHF	5010044	34R	21
08	08	SOC STUDIES 3	140	Full Year	MTWHF	5021050	34	21
09	09	STUDY HALL E	140	Full Year	MTWHF	5022000	34	21

Martin County School District Teacher Schedule  
Pittman, Madison

12 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	MUSIC-INTERM 3	205	Full Year	M	5013110	53KT	23
01	01	M/J MUS THEORY 2	225	Full Year	TH	1300010	81	17
02	02	M/J MUS THEORY 2	223	Full Year	TH	1300010	82	22
03	03	MUSIC-INTERM 1	140	Full Year	M	5013090	34JP	21
03	03	M/J MUS THEORY 2	206	Full Year	TH	1300010	83	20
04	04	M/J MUS THEORY 2	228	Full Year	TH	1300010	84	21
05	05	MUSIC - GRADE 2	147	Full Year	F	5013080	22AG	22
05	05	MUSIC - GRADE 2	145	Full Year	M	5013080	25SZ	21
05	05	MUSIC-INTERM 2	238	Full Year	M	5013100	46KS	23
05	05	M/J MUS THEORY 2	220	Full Year	TH	1300010	85	19
07	07	M/J MUS THEORY 2	216	Full Year	TH	1300010	87	23
08	08	M/J MUS THEORY 2	227	Full Year	TH	1300010	88	24

Martin County School District Teacher Schedule  
 Poole, Nicholas

**10 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	PHYSICAL EDUCATION 5	204	Full Year	F	5015070R	52	22
02	02	LANG ARTS GRADE 5	204	Full Year	MTWHF	5010046	52	22
02	02	Basic Skills in Reading 3-5	204	Full Year	MTWHF	5010024	56	22
03	03	SOC STUDIES 5	204	Full Year	MTWHF	5021070	56	22
04	04	LANG ARTS GRADE 5	204	Full Year	MTWHF	5010046	56R	22
05	05	LANG ARTS GRADE 5	204	Full Year	MTWHF	5010046	52R	23
06	06	Basic Skills in Reading 3-5	204	Full Year	MTWHF	5010024	52	23
06	06	LANG ARTS GRADE 5	204	Full Year	MTWHF	5010046	57	23
07	07	SOC STUDIES 5	204	Full Year	MTWHF	5021070	52	23
09	09	STUDY HALL E	204	Full Year	MTWHF	5022000	52	22

Martin County School District Teacher Schedule  
Price, James

**13 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	M/J VISUAL ART 2	221	Semester 1	MTWHF	0101110	71	0
01	01	M/J VISUAL ART 1	221	Semester 2	MTWHF	0101100	61	22
02	02	M/J VISUAL ART 2	221	Semester 1	MTWHF	0101110	72	0
02	02	M/J VISUAL ART 1	221	Semester 2	MTWHF	0101100	62	20
03	03	DRAW 1	221	Full Year	MTWHF	0104340	93	16
04	04	M/J VISUAL ART 2	221	Semester 1	MTWHF	0101110	74	0
04	04	M/J VISUAL ART 1	221	Semester 2	MTWHF	0101100	64	21
05	05	M/J VISUAL ART 2	221	Semester 1	MTWHF	0101110	75	0
05	05	M/J VISUAL ART 1	221	Semester 2	MTWHF	0101100	65	23
07	07	M/J VISUAL ART 2	234	Semester 1	MTWHF	0101110	77	0
07	07	M/J VISUAL ART 1	221	Semester 2	MTWHF	0101100	67	24
08	08	M/J VISUAL ART 2	221	Semester 1	MTWHF	0101110	78	0
08	08	M/J VISUAL ART 1	221	Semester 2	MTWHF	0101100	68	22

Martin County School District Teacher Schedule  
Price, William

8 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	ANCIENT LIT HONORS	206	Full Year	MTWHF	1020870	91	14
02	02	Intensive Reading 1	206	Full Year	MTWHF	1000412	92	5
03	03	HUMANE LETTERS 1	219	Full Year	MTWHF	1005345	93	10
04	04	ANCIENT LIT HONORS	206	Full Year	MTWHF	1020870	94	21
05	05	Writing 1	206	Semester 1	MTWHF	1009300	95	0
05	05	DEBATE 1	206	Semester 2	MTWHF	1007330	95	20
08	08	Writing 1	206	Semester 1	MTWHF	1009300	98	0
08	08	DEBATE 1	206	Semester 2	MTWHF	1007330	98	20

Martin County School District Teacher Schedule

Rielly, Patricia

6 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	M/J COMPRE SCI 1	235	Full Year	MTWHF	2002040	61	22
03	03	M/J COMPRE SCI 1	235	Full Year	MTWHF	2002040	63	24
04	04	M/J COMPRE SCI 1	235	Full Year	MTWHF	2002040	64	24
05	05	M/J COMPRE SCI 1	235	Full Year	MTWHF	2002040	65	24
07	07	M/J COMPRE SCI 1	235	Full Year	MTWHF	2002040	67	22
08	08	M/J COMPRE SCI 1	235	Full Year	MTWHF	2002040	68	16

Martin County School District Teacher Schedule

Rogers, Joseph Cody

**6 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	M/J WRITING 2	215	Full Year	MTWHF	1009040	71	23
02	02	M/J WRITING 2	215	Full Year	MTWHF	1009040	72	21
03	03	M/J WRITING 2	215	Full Year	MTWHF	1009040	73	17
04	04	M/J WRITING 2	215	Full Year	MTWHF	1009040	74	23
07	07	M/J WRITING 2	215	Full Year	MTWHF	1009040	77	20
08	08	M/J WRITING 3	215	Full Year	MTWHF	1009050	88	21



Martin County School District Teacher Schedule

Saenz, Rosa Nieves

**11 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	ELEM SPANISH	205	Full Year	WF	5007020	53KT	23
03	03	ELEM SPANISH	136	Full Year	MH	5007020	35RM	22
03	03	ELEM SPANISH	140	Full Year	WF	5007020	34JP	21
05	05	ELEM SPANISH	147	Full Year	MH	5007020	24JN	20
05	05	SPANISH E	241	Full Year	MH	5007020X	41VD	24
05	05	ELEM SPANISH	115	Full Year	TF	5007020	26AT	21
05	05	SPANISH E	238	Full Year	WF	5007020X	46KS	23
06	06	ELEM SPANISH	148	Full Year	TH	5007020	K2MD	22
06	06	ELEM SPANISH	146	Full Year	WF	5007020	K4LT	23
08	08	ELEM SPANISH	133	Full Year	MH	5007020	14NS	22
08	08	ELEM SPANISH	137	Full Year	TF	5007020	12EW	22

Martin County School District Teacher Schedule  
 Sanderson, Michelle

**28 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	ART - INTERM 3	118	Full Year	F	5001060	55HW	23
01	01	ART - INTERM 3	118	Full Year	H	5001060	56AS	23
01	01	ART - INTERM 3	118	Full Year	M	5001060	54HG	24
01	01	ART - INTERM 3	118	Full Year	T	5001060	51LF	25
01	01	ART - INTERM 3	118	Full Year	W	5001060	52NP	22
03	03	ART - INTERM 1	118	Full Year	F	5001040	31KZ	22
03	03	ART - INTERM 1	118	Full Year	H	5001040	32MC	22
03	03	ART - INTERM 1	118	Full Year	M	5001040	33GF	21
03	03	ART - INTERM 1	118	Full Year	T	5001040	36SM	22
03	03	ART - INTERM 1	118	Full Year	W	5001040	35RM	22
05	05	ART - GRADE 2	118	Full Year	F	5001030	24JN	20
05	05	ART - INTERM 2	118	Full Year	F	5001050	43GM	25
05	05	ART - GRADE 2	118	Full Year	H	5001030	23SF	20
05	05	ART - INTERM 2	118	Full Year	H	5001050	45BG	24
05	05	ART - GRADE 2	118	Full Year	M	5001030	26AT	21
05	05	ART - INTERM 2	118	Full Year	M	5001050	44CP	23
05	05	ART - GRADE 2	118	Full Year	T	5001030	21CH	22
05	05	ART - INTERM 2	118	Full Year	T	5001050	42SO	24
05	05	ART - GRADE 2	118	Full Year	W	5001030	27AM	22
05	05	ART - INTERM 2	118	Full Year	W	5001050	41VD	24
06	06	ART - GRADE K	118	Full Year	F	5001010	K1CO	21
06	06	ART - GRADE K	118	Full Year	M	5001010	K2MD	22
06	06	ART - GRADE K	118	Full Year	T	5001010	K4LT	23
06	06	ART - GRADE K	118	Full Year	W	5001010	K3JD	22
08	08	ART - GRADE 1	118	Full Year	H	5001020	12EW	22
08	08	ART - GRADE 1	118	Full Year	M	5001020	16TL	22
08	08	ART - GRADE 1	118	Full Year	T	5001020	15SS	21
08	08	ART - GRADE 1	118	Full Year	W	5001020	14NS	22

Martin County School District Teacher Schedule  
Sears, Jennifer

**6 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
02	02	M/J Foundational Skills in Mathematics 6-8	226	Full Year	MTWHF	1204000	77	17
03	03	M/J MATH 2	226	Full Year	MTWHF	1205040	73	21
04	04	M/J MATH 2	226	Full Year	MTWHF	1205040	74	23
05	05	M/J MATH 2	226	Full Year	MTWHF	1205040	75	22
07	07	M/J PRE-ALG	226	Full Year	MTWHF	12050706	87	14
08	08	M/J MATH 2	226	Full Year	MTWHF	1205040	78	21

Martin County School District Teacher Schedule  
Sempier, David

**30 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
02	02	PHYSICAL EDUCATION 4	241	Full Year	MTWHF	5015060	41VD	24
02	02	PHYSICAL EDUCATION 4	240	Full Year	MTWHF	5015060	42SO	24
02	02	PHYSICAL EDUCATION 4	200	Full Year	MTWHF	5015060	43GM	25
02	02	PHYSICAL EDUCATION 4	237	Full Year	MTWHF	5015060	44CP	23
02	02	PHYSICAL EDUCATION 4	239	Full Year	MTWHF	5015060	45BG	24
02	02	PHYSICAL EDUCATION 4	238	Full Year	MTWHF	5015060	46KS	23
06	06	M/J COMPRE PE GR7/8	114	Full Year	MTWHF	1508070	ATH	26
06	06	M/J COMPRE PE GR6/7	114	Full Year	MTWHF	1508060	ATHE	21
06	06	M/J COMPRE PE GR7/8	114	Full Year	MTWHF	1508070	ATHE	16
06	06	M/J COMPRE PE GR7/8	114	Full Year	MTWHF	1508070	COR	21
06	06	M/J COMPRE PE GR6/7	114	Full Year	MTWHF	1508060	CORI	21
06	06	M/J COMPRE PE GR7/8	114	Full Year	MTWHF	1508070	CORI	17
06	06	M/J COMPRE PE GR7/8	114	Full Year	MTWHF	1508070	DEL	21
06	06	M/J COMPRE PE GR6/7	114	Full Year	MTWHF	1508060	DELP	22
06	06	M/J COMPRE PE GR7/8	114	Full Year	MTWHF	1508070	DELP	21
06	06	M/J COMPRE PE GR6/7	114	Full Year	MTWHF	1508060	ITHA	21
06	06	M/J COMPRE PE GR7/8	114	Full Year	MTWHF	1508070	ITHA	15
06	06	M/J COMPRE PE GR7/8	114	Full Year	MTWHF	1508070	ITH	19
06	06	M/J COMPRE PE GR7/8	114	Full Year	MTWHF	1508070	OLY	25
06	06	M/J COMPRE PE GR6/7	114	Full Year	MTWHF	1508060	OLYM	21
06	06	M/J COMPRE PE GR7/8	114	Full Year	MTWHF	1508070	OLYM	14
06	06	M/J COMPRE PE GR7/8	114	Full Year	MTWHF	1508070	SPA	24
06	06	M/J COMPRE PE GR6/7	114	Full Year	MTWHF	1508060	SPAR	23
06	06	M/J COMPRE PE GR7/8	114	Full Year	MTWHF	1508070	SPAR	13
08	08	PHYSICAL EDUCATION 5	201	Full Year	MTWHF	5015070	51LF	24
08	08	PHYSICAL EDUCATION 5	204	Full Year	MTWHF	5015070	52NP	23
08	08	PHYSICAL EDUCATION 5	205	Full Year	MTWHF	5015070	53KT	23
08	08	PHYSICAL EDUCATION 5	203	Full Year	MTWHF	5015070	54HG	25
08	08	PHYSICAL EDUCATION 5	207	Full Year	MTWHF	5015070	55HW	23
08	08	PHYSICAL EDUCATION 5	202	Full Year	MTWHF	5015070	56AS	22

Martin County School District Teacher Schedule  
Shelley, Stacy

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	Basic Skills in Reading: K-2	135	Full Year	MTWHF	5010020	15	21
01	01	LANG ARTS GRADE 1	135	Full Year	MTWHF	5010042	15	21
02	02	LANG ARTS GRADE 1	135	Full Year	MTWHF	5010042	15R	21
04	04	MATH GRADE ONE	135	Full Year	MTWHF	5012030	15	21
05	05	SCIENCE GRADE ONE	135	Full Year	MTWHF	5020020	15	21
06	06	MATH GRADE ONE	135	Full Year	MTWHF	5012030	15MG	21
07	07	SOC STUDIES 1	135	Full Year	MTWHF	5021030	15	21
08	08	PHYSICAL EDUCATION 1	135	Full Year	H	5015030R	15SS	21
09	09	STUDY HALL E	135	Full Year	MTWHF	5022000F	15	21

Martin County School District Teacher Schedule  
 Spotswood, Nicole

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	Basic Skills in Reading: K-2	133	Full Year	MTWHF	5010020	14	22
01	01	LANG ARTS GRADE 1	133	Full Year	MTWHF	5010042	14	22
02	02	LANG ARTS GRADE 1	133	Full Year	MTWHF	5010042	14R	22
04	04	MATH GRADE ONE	133	Full Year	MTWHF	5012030	14	22
05	05	SCIENCE GRADE ONE	133	Full Year	MTWHF	5020020	14	22
06	06	MATH GRADE ONE	133	Full Year	MTWHF	5012030	14MG	22
07	07	SOC STUDIES 1	133	Full Year	MTWHF	5021030	14	22
08	08	PHYSICAL EDUCATION 1	133	Full Year	F	5015030R	14NS	22
09	09	STUDY HALL E	133	Full Year	MTWHF	5022000F	14	22

Martin County School District Teacher Schedule

Stacy, Kelly

9 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	SOC STUDIES 4	238	Full Year	MTWHF	5021060	46	23
03	03	Basic Skills in Reading 3-5	238	Full Year	MTWHF	5010024	46	23
03	03	LANG ARTS GRADE 4	238	Full Year	MTWHF	5010045	46	23
04	04	MATH GRADE FOUR	238	Full Year	MTWHF	5012060	46	23
05	05	PHYSICAL EDUCATION 4	238	Full Year	T	5015060R	46KS	23
06	06	MATH GRADE FOUR	238	Full Year	MTWHF	5012060	46MG	23
07	07	SCIENCE GRADE FOUR	238	Full Year	MTWHF	5020050	46	23
08	08	LANG ARTS GRADE 4	238	Full Year	MTWHF	5010045	46R	23
09	09	STUDY HALL E	238	Full Year	MTWHF	5022000	46	23

Martin County School District Teacher Schedule  
 Stoddard, Alissa

**8 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	PHYSICAL EDUCATION 5	202	Full Year	M	5015070R	56	23
02	02	MATH GRADE FIVE	202	Full Year	MTWHF	5012070	52	23
03	03	MATH GRADE FIVE	202	Full Year	MTWHF	5012070	52MG	23
04	04	SCIENCE GRADE FIVE	202	Full Year	MTWHF	5020060	52	23
05	05	MATH GRADE FIVE	202	Full Year	MTWHF	5012070	57	22
06	06	MATH GRADE FIVE	202	Full Year	MTWHF	5012070	56MG	22
07	07	SCIENCE GRADE FIVE	202	Full Year	MTWHF	5020060	56	22
09	09	STUDY HALL E	202	Full Year	MTWHF	5022000	56	23



Martin County School District Teacher Schedule  
 Stritzinger, Rose

**6 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	M/J COMPRE SCI 3	220	Full Year	MTWHF	2002100	81	23
02	02	M/J COMPRE SCI 3	220	Full Year	MTWHF	2002100	82	22
03	03	M/J COMPRE SCI 3	220	Full Year	MTWHF	2002100	83	20
04	04	M/J COMPRE SCI 3	220	Full Year	MTWHF	2002100	84	23
07	07	M/J COMPRE SCI 3	220	Full Year	MTWHF	2002100	87	24
08	08	M/J COMPRE SCI 3	220	Full Year	MTWHF	2002100	88	20

Martin County School District Teacher Schedule

Strube, Jolie

6 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	M/J COMPRE SCI 2	224	Full Year	MTWHF	2002070	71	22
02	02	M/J COMPRE SCI 2	224	Full Year	MTWHF	2002070	72	21
03	03	M/J COMPRE SCI 2	224	Full Year	MTWHF	2002070	73	21
04	04	M/J COMPRE SCI 2	224	Full Year	MTWHF	2002070	74	23
05	05	M/J COMPRE SCI 3	224	Full Year	MTWHF	2002100	85	15
07	07	M/J COMPRE SCI 2	224	Full Year	MTWHF	2002070	77	17

Martin County School District Teacher Schedule  
SUGGS, CAROLYN ANN

10 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	M/J Foundational Skills in Mathematics 6-8	125	Full Year	MTWHF	1204000	DSI1	1
01	01	U SKLS: SOC&EMO 6-8	211	Full Year	MTWHF	7863000	ESS1	2
01	01	U SKLS CURRLRN 6-8	233	Full Year	MTWHF	7863040	IND5	2
03	03	M/J Intensive Reading 1	125	Full Year	MTWHF	1000010	DSI	1
03	03	U SKLS: SOC&EMO 6-8	233	Full Year	MTWHF	7863000	ESS3	2
03	03	U SKLS CURRLRN 6-8	211	Full Year	MTWHF	7863040	IND4	3
04	04	U SKLS: SOC&EMO 6-8	207	Full Year	MTWHF	7863000	ESSC	0
07	07	U SKLS: SOC&EMO 6-8	217	Full Year	MTWHF	7863000	ESS7	3
07	07	U SKLS CURRLRN 6-8	217	Full Year	MTWHF	7863040	IND7	1
08	08	U SKLS: SOC&EMO 9-12	206	Full Year	MTWHF	7963070	ESS8	1

Martin County School District Teacher Schedule  
 Sullivan, Tracie Erin

6 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	M/J WRITING 3	223	Full Year	MTWHF	1009050	81	25
03	03	M/J WRITING 3	223	Full Year	MTWHF	1009050	83	21
04	04	M/J WRITING 3	223	Full Year	MTWHF	1009050	84	21
05	05	M/J WRITING 3	223	Full Year	MTWHF	1009050	85	20
07	07	M/J WRITING 3	223	Full Year	MTWHF	1009050	87	22
08	08	M/J WRITING 3	223	Full Year	MTWHF	1009050	89	17

Martin County School District Teacher Schedule  
TBA, ZZ TCAA, TBA

1 Course

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
06		DIGITAL TOOLS		Full Year	MTWHF	0000000	CERT	0

Martin County School District Teacher Schedule

Thomas, Amber Nicole

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	MATH GRADE TWO	115	Full Year	MTWHF	5012040	26	21
02	02	MATH GRADE TWO	115	Full Year	MTWHF	5012040	26MG	21
03	03	SCIENCE GRADE TWO	115	Full Year	MTWHF	5020030	26	21
04	04	LANG ARTS GRADE 2	115	Full Year	MTWHF	5010043	26R	21
05	05	PHYSICAL EDUCATION 2	115	Full Year	H	5015040R	26AT	21
06	06	Basic Skills in Reading: K-2	115	Full Year	MTWHF	5010020	26	21
06	06	LANG ARTS GRADE 2	115	Full Year	MTWHF	5010043	26	21
08	08	SOC STUDIES 2	115	Full Year	MTWHF	5021040	26	21
09	09	STUDY HALL E	115	Full Year	MTWHF	5022000S	26	21

Martin County School District Teacher Schedule  
 Thomas Jr., Kenneth Carlos

**8 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	PHYSICAL EDUCATION 5	205	Full Year	T	5015070R	53	23
02	02	MATH GRADE FIVE	205	Full Year	MTWHF	5012070	55	23
03	03	SCIENCE GRADE FIVE	207	Full Year	MTWHF	5020060	53	23
03	03	MATH GRADE FIVE	205	Full Year	MTWHF	5012070	55MG	23
05	05	MATH GRADE FIVE	205	Full Year	MTWHF	5012070	53	23
06	06	MATH GRADE FIVE	205	Full Year	MTWHF	5012070	53MG	23
07	07	SCIENCE GRADE FIVE	207	Full Year	MTWHF	5020060	55	23
09	09	STUDY HALL E	205	Full Year	MTWHF	5022000	53	23

Martin County School District Teacher Schedule  
THOMSON, LOGAN C

9 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	Basic Skills in Reading: K-2	146	Full Year	MTWHF	5010020	K4	0
01	01	LANG ARTS GRADE K	146	Full Year	MTWHF	5010041	K7	23
03	03	SCIENCE GRADE K	146	Full Year	MTWHF	5020010	K7	23
04	04	MATH GRADE K	146	Full Year	MTWHF	5012020	K7	23
05	05	LANG ARTS GRADE K	146	Full Year	MTWHF	5010041	K4R	23
06	06	PHYSICAL EDUCATION K	146	Full Year	M	5015020R	K71	23
07	07	SOC STUDIES K	146	Full Year	MTWHF	5021020	K7	23
08	08	MATH GRADE K	146	Full Year	MTWHF	5012020	K4MG	23
09	09	STUDY HALL E	146	Full Year	MTWHF	5022000K	K4	23



Martin County School District Teacher Schedule

Tingo, Laura

12 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	M/J BASIC MUS THEORY	209	Semester 1	MTWHF	1300025	61	0
01	01	M/J MUS THEORY 1	209	Semester 2	MTWHF	1300000	71	23
02	02	M/J BASIC MUS THEORY	235	Semester 1	MTWHF	1300025	62	0
02	02	M/J MUS THEORY 1	235	Semester 2	MTWHF	1300000	72	18
04	04	M/J BASIC MUS THEORY	211	Semester 1	MTWHF	1300025	64	0
04	04	M/J MUS THEORY 1	211	Semester 2	MTWHF	1300000	74	16
05	05	M/J BASIC MUS THEORY	233	Semester 1	MTWHF	1300025	65	0
05	05	M/J MUS THEORY 1	233	Semester 2	MTWHF	1300000	75	19
07	07	M/J BASIC MUS THEORY	234	Semester 1	MTWHF	1300025	67	0
07	07	M/J MUS THEORY 1	234	Semester 2	MTWHF	1300000	77	12
08	08	M/J BASIC MUS THEORY	236	Semester 1	MTWHF	1300025	68	0
08	08	M/J MUS THEORY 1	236	Semester 2	MTWHF	1300000	78	16

Martin County School District Teacher Schedule

Vogeli, Molly Wells

55 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	LANG THRPY: 6-8	116	Full Year	MTWHF	7866040	LG11	0
01	01	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG11	0
01	01	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG12	2
01	01	LANG THERAPY	125	Full Year	MTWHF	7966040	LG91	0
01	01	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP11	2
01	01	SPEECH THRPY: 6-8	116	Full Year	MTWHF	7866030	SP12	2
01	01	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP12	2
02	02	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG21	0
02	02	LANG THRPY: 6-8	116	Full Year	MTWHF	7866040	LG22	1
02	02	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG22	0
02	02	LANG THERAPY	125	Full Year	MTWHF	7966040	LG92	0
02	02	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP21	5
02	02	SPEECH THRPY: 6-8	116	Full Year	MTWHF	7866030	SP22	3
02	02	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP22	0
03	03	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG31	3
03	03	LANG THRPY: 6-8	116	Full Year	MTWHF	7866040	LG32	0
03	03	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG32	1
03	03	LANG THERAPY	125	Full Year	MTWHF	7966040	LG93	0
03	03	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP31	15
03	03	SPEECH THRPY: 6-8	116	Full Year	MTWHF	7866030	SP32	0
03	03	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP33	3
04	04	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG41	2
04	04	LANG THRPY: 6-8	116	Full Year	MTWHF	7866040	LG42	0
04	04	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG42	3
04	04	LANG THERAPY	125	Full Year	MTWHF	7966040	LG94	0
04	04	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP41	11
04	04	SPEECH THRPY: 6-8	116	Full Year	MTWHF	7866030	SP42	2
04	04	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP43	0
05	05	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG51	3
05	05	LANG THRPY: 6-8	116	Full Year	MTWHF	7866040	LG52	0
05	05	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG52	1
05	05	LANG THERAPY	125	Full Year	MTWHF	7966040	LG95	0
05	05	SPEECH THRPY: 6-8	116	Full Year	MTWHF	7866030	SP51	2
05	05	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP53	8
06	06	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG61	5
06	06	LANG THRPY: 6-8	116	Full Year	MTWHF	7866040	LG62	4
06	06	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG62	1
06	06	LANG THERAPY	125	Full Year	MTWHF	7966040	LG96	1
06	06	SPEECH THRPY: 6-8	116	Full Year	MTWHF	7866030	SP62	2
06	06	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP62	8
06	06	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP63	0
07	07	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG71	3
07	07	LANG THRPY: 6-8	116	Full Year	MTWHF	7866040	LG72	2
07	07	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG72	3
07	07	LANG THERAPY	125	Full Year	MTWHF	7966040	LG97	0
07	07	SPEECH THRPY: 6-8	116	Full Year	MTWHF	7866030	SP72	4
07	07	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP72	10
07	07	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP73	0
08	08	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG81	0
08	08	LANG THRPY: PK-5	116	Full Year	MTWHF	7763040	LG82	0
08	08	LANG THRPY: 6-8	116	Full Year	MTWHF	7866040	LG84	0
08	08	LANG THERAPY	125	Full Year	MTWHF	7966040	LG98	0
08	08	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP81	2
08	08	SPEECH THRPY: 6-8	116	Full Year	MTWHF	7866030	SP82	0
08	08	SPEECH THRPY: PK-5	116	Full Year	MTWHF	7763030	SP82	6

Martin County School District Teacher Schedule  
WALKER, ANISSA D

6 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	M/J CIVICS ADV CAR P	217	Full Year	MTWHF	2106026	81	23
02	02	M/J US HIST ADV	217	Full Year	MTWHF	2100020	72	25
03	03	M/J US HIST ADV	217	Full Year	MTWHF	2100020	73	19
05	05	M/J US HIST ADV	217	Full Year	MTWHF	2100020	75	20
07	07	M/J US HIST ADV	217	Full Year	MTWHF	2100020	77	18
08	08	M/J US HIST ADV	217	Full Year	MTWHF	2100020	78	22

Martin County School District Teacher Schedule  
 Webster, Alexis

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	MATH GRADE TWO	147	Full Year	MTWHF	5012040	22	22
02	02	MATH GRADE TWO	147	Full Year	MTWHF	5012040	22MG	22
03	03	SCIENCE GRADE TWO	147	Full Year	MTWHF	5020030	22	22
04	04	LANG ARTS GRADE 2	147	Full Year	MTWHF	5010043	22R	22
05	05	PHYSICAL EDUCATION 2	147	Full Year	M	5015040R	22MH	22
06	06	Basic Skills in Reading: K-2	147	Full Year	MTWHF	5010020	22	22
06	06	LANG ARTS GRADE 2	147	Full Year	MTWHF	5010043	22	22
08	08	SOC STUDIES 2	147	Full Year	MTWHF	5021040	22	22
09	09	STUDY HALL E	147	Full Year	MTWHF	5022000S	22	22

Martin County School District Teacher Schedule  
Wilson, Heather

**10 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	PHYSICAL EDUCATION 5	207	Full Year	T	5015070R	55	23
02	02	Basic Skills in Reading 3-5	207	Full Year	MTWHF	5010024	53	23
02	02	LANG ARTS GRADE 5	207	Full Year	MTWHF	5010046	53	23
04	04	LANG ARTS GRADE 5	207	Full Year	MTWHF	5010046	53R	23
04	04	SOC STUDIES 5	205	Full Year	MTWHF	5021070	55	23
05	05	LANG ARTS GRADE 5	207	Full Year	MTWHF	5010046	55R	23
06	06	Basic Skills in Reading 3-5	207	Full Year	MTWHF	5010024	55	23
06	06	LANG ARTS GRADE 5	207	Full Year	MTWHF	5010046	55	23
07	07	SOC STUDIES 5	205	Full Year	MTWHF	5021070	53	23
09	09	STUDY HALL E	207	Full Year	MTWHF	5022000	55	23

Martin County School District Teacher Schedule  
 Wilson, Jeremiah

7 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	M/J Intensive Reading 3	227	Full Year	MTWHF	1000014	81	19
02	02	M/J LANG ARTS 3	227	Full Year	MTWHF	1001070	86	23
03	03	M/J LANG ARTS 3	227	Full Year	MTWHF	1001070	83	23
04	04	M/J LANG ARTS 3	227	Full Year	MTWHF	1001070	84	23
05	05	M/J LANG ARTS 3	227	Full Year	MTWHF	1001070	85	19
07	07	M/J Intensive Reading 3	227	Full Year	MTWHF	1000014	82	1
07	07	M/J LANG ARTS 3	227	Full Year	MTWHF	1001070	87	20

Martin County School District Teacher Schedule  
 Wilson, Jonathan

6 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	M/J Intensive Reading 2	228	Full Year	MTWHF	1000012	71	11
02	02	M/J LANG ARTS 3	228	Full Year	MTWHF	1001070	82	19
03	03	M/J LANG ARTS 2	228	Full Year	MTWHF	1001040	73	25
05	05	M/J LANG ARTS 2	228	Full Year	MTWHF	1001040	74	23
07	07	M/J LANG ARTS 2	228	Full Year	MTWHF	1001040	77	21
08	08	M/J LANG ARTS 2	228	Full Year	MTWHF	1001040	78	24

Martin County School District Teacher Schedule

Wolfe, Emily

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	Basic Skills in Reading: K-2	137	Full Year	MTWHF	5010020	12	22
01	01	LANG ARTS GRADE 1	137	Full Year	MTWHF	5010042	12	22
02	02	LANG ARTS GRADE 1	137	Full Year	MTWHF	5010042	12R	22
04	04	MATH GRADE ONE	137	Full Year	MTWHF	5012030	12	22
05	05	SCIENCE GRADE ONE	137	Full Year	MTWHF	5020020	12	22
06	06	MATH GRADE ONE	137	Full Year	MTWHF	5012030	12MG	22
07	07	SOC STUDIES 1	137	Full Year	MTWHF	5021030	12	22
08	08	PHYSICAL EDUCATION 1	137	Full Year	M	5015030R	12EW	22
09	09	STUDY HALL E	137	Full Year	MTWHF	5022000F	12	22



Martin County School District Teacher Schedule

Zapata, Jorge

9 Courses

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	ELEM SPANISH	204	Full Year	MH	5007020	52NP	22
01	01	ELEM SPANISH	202	Full Year	TF	5007020	56AS	23
01	01	ELEM SPANISH	201	Full Year	WF	5007020	51LF	25
03	03	ELEM SPANISH	141	Full Year	TH	5007020	33GF	21
03	03	ELEM SPANISH	139	Full Year	WF	5007020	36SM	22
05	05	SPANISH E	200	Full Year	MW	5007020X	43GM	25
05	05	SPANISH E	239	Full Year	TF	5007020X	45BG	24
05	05	ELEM SPANISH	147	Full Year	TH	5007020	22AG	22
05	05	ELEM SPANISH	117	Full Year	WF	5007020	23SF	20

Martin County School District Teacher Schedule  
 ZEIDMAN, SARA JEAN

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	MATH GRADE TWO	145	Full Year	MTWHF	5012040	25	21
02	02	MATH GRADE TWO	145	Full Year	MTWHF	5012040	25MG	21
03	03	SCIENCE GRADE TWO	145	Full Year	MTWHF	5020030	25	21
04	04	LANG ARTS GRADE 2	145	Full Year	MTWHF	5010043	25R	21
05	05	PHYSICAL EDUCATION 2	145	Full Year	T	5015040R	25SZ	21
06	06	Basic Skills in Reading: K-2	145	Full Year	MTWHF	5010020	25	21
06	06	LANG ARTS GRADE 2	145	Full Year	MTWHF	5010043	25	21
08	08	SOC STUDIES 2	145	Full Year	MTWHF	5021040	25	21
09	09	STUDY HALL E	145	Full Year	MTWHF	5022000S	25	21

Martin County School District Teacher Schedule  
 Zimmerman, Kimberly

**9 Courses**

Period	End Period	Course	Room	Term	Meeting Days	Course Num	Section Num	Number of Students
01	01	MATH GRADE THREE	138	Full Year	MTWHF	5012050	31	22
03	03	PHYSICAL EDUCATION 3	138	Full Year	T	5015050R	31	22
04	04	Basic Skills in Reading 3-5	138	Full Year	MTWHF	5010024	31	22
04	04	LANG ARTS GRADE 3	138	Full Year	MTWHF	5010044	31	22
05	05	MATH GRADE THREE	138	Full Year	MTWHF	5012050	31MG	22
06	06	SCIENCE GRADE THREE	138	Full Year	MTWHF	5020040	31	22
07	07	LANG ARTS GRADE 3	138	Full Year	MTWHF	5010044	31R	22
08	08	SOC STUDIES 3	138	Full Year	MTWHF	5021050	31	22
09	09	STUDY HALL E	138	Full Year	MTWHF	5022000	31	22

	Teacher Name	Grade/course									
			Count	Allowed	Excess						
1	Adams-Stence	NA				Latin					
2	Adelman	NA				ESE					
3	Burnam	NA				Art					
4	Carrion-Orrantia	Kindergarten	21	18	3						
5	Coleman	3rd	22	18	4						
6	Cox	NA				elementary Spanish					
7	Cutts	NA				ESE					
8	Danahy	NA				Over in two periods					
9	Dayus	4th	22		2						
10	Degenovia	Kindergarten	24	18	4						
11	Dejulia	NA				critical thinking skills					
12	Dray	Kindergarten	22	18	4						
13	Ecker	NA				Latin					
14	Eckhardt	NA				No excess					
15	Fess	5th Math/Science	25	22	3	(also over 2 in three other periods)					
16	Feurer	2nd	18	20	2						
17	Fletcher	NA				Speech therapy					
18	Foat	NA				Dean of Upper School					
19	Forbes	NA				Latin					
20	Forlenza	3rd	18	21	3						
21	Gargis	4th	24	22	2						
22	Geer	NA				No excess					
23	Grummert	NA				physical therapy					
24	Gauy	NA				same students as Fess; already counted					
25	Hazel	NA				critical thinking skills					
26	Hooks	2nd	22	18	4						
27	Ibalarrosa	NA				PE					
28	James	NA				over one or two students in three periods					
29	Joiner	NA				music					
30	Kastanias	NA				over one or two students in three periods					
31	Kennedy	NA				ESE					
32	Klinkhardt	NA				over one, two, or three students in three periods					
33	Kopp	NA				ESE					
34	Lages	NA				over one or two students in three periods					
35	La Mattery	NA				No excess					
36	Lavelle	1st	22	18	4						

37	MacMaster	3rd	22	18	4						
38	Marshall	NA				ESE					
39	Martin	NA				critical thinking skills					
40	Massey	3rd	22	18	4						
41	McCausland	4th	25	22	3						
42	Mendel	2nd	22	18	4						
43	Naughton	2nd	20	18	2						
44	Osborn	4th	24	22	2						
45	Parker	4th	23	22	1						
46	Petric	3rd	21	18	3						
47	Pittman	NA				music					
48	Poole	NA				over one in four periods					
49	Price, J	NA				art					
50	Price, W	NA				No excess					
51	Rielly	NA				over two in three periods					
52	Rogers	NA				over one in two periods					
53	Saenz	NA				elementary Spanish					
54	Sanderson	NA				Art					
55	Sears	NA				over one in one period					
56	Sempier	NA				PE					
57	Shelley	1st	21	18	3						
58	Spotswood	1st	22	18	4						
59	Stacy	4th	23	22	1						
60	Stoddard	NA				same students as Poole; already counted					
61	Stritzinger	NA				over one or two students in two periods					
62	Strube	NA				over one in one period					
63	Suggs	NA				ESE					
64	Sullivan	NA				over three in one period					
65	Thomas, A	2nd	21	18	3						
67	Thomas, K	5th Math/Science	23	22	1						
68	Thompson	Kindergarten	23	18	5						
69	Tingo	NA				music					
70	Vogeli	NA				Speech therapy					
71	Walker	NA				over one or three in two periods					
72	Webster	2nd	22	18	4						
73	Wilson, H	NA				same students as Thomas, K; already counted					
74	Wilson, Jer	NA				over one student in three periods					
75	Wilson, Jon	NA				over one, two, or three students in three periods					

76	Wolfe	1st	22	18	4						
77	Zapata	NA				elementary Spanish					
78	Zeidman	2nd	21	18	3						
79	Zimmerman	3rd	22	18	4						
					90						
	Less students enrolled after 10/14/22				-5						
					85	Minimum FTE students enrolled in excess of statute					
Notes:											
1	Because statute uses the words "core-curricula courses," I excluded class size for what I believed to be non-core-curricula courses.										
2	The principal informed that 10/14/22 was the fall cut-off date after which the law allows a few more student per grade level										
	to enroll, provided certain requirements are met by the school (which I don't think were).										
3	For the purposes of this performance audit, I have not examined the data around the five students who enrolled after 10/14.										
4	For the purposes of this performance audit, I have not computed the FTE values of students that are over in some periods, but not others.										

**From:** Taylor Ruzicka <[truzicka@optimaed.com](mailto:truzicka@optimaed.com)>  
**Sent:** Wednesday, August 17, 2022 2:34 PM  
**To:** ESI Human Resources <[HR@esiworks.com](mailto:HR@esiworks.com)>; Madelyne Wilson  
<[Madelyne@esiworks.com](mailto:Madelyne@esiworks.com)>  
**Cc:** Kim Nichols <[knichols@optimaed.com](mailto:knichols@optimaed.com)>  
**Subject:** Termination

Hello,

We are no longer in need of [REDACTED] services as a TCCA sub. Please terminate [REDACTED] employment effective immediately.

Also, please mark [REDACTED] in system as not rehire-able.

## Attachment I

Mr. Chairman,

Per our conversation, below are the bullets we discussed

### 1. More control at the school level. Proper communication is challenging {too many chiefs on the Optima level}

- Approval goes through many hands.
- There is a disconnect between those approving and those at the school level doing the actual job. Approvers who do not work in a school and approvers who do not understand the day-to-day logistics, staffing, or other items on the school level.
- Approval is time-consuming and becomes a long process - deadlines are often not met {Examples would be reserving locations for events and businesses who await confirmation from us, Speak Life {bully program} ended up pulling out on our end b/c of the long approval process, and never hearing back from us.
- Waiting on Square or Apple Pay, or some form of payment set up for parents to make payments on campus {to pay for a T-shirt or a field trip, at the front office, for example} - still pending approval - several months later.
- School made the decision to pull the carline dismissal system- waiting too long for Optima approval - had to make immediate decisions.
- Organization, communication, and overall management from Optima do not match the timelines of the school's needs. For example - The principal and Ops manager were off-campus in Tampa meeting the week before teachers arrive for training. Hundreds of boxes were arriving on campus, and painting needed to be done, sod was arriving for the PE field. Supplies should be delivered throughout the summer, not a week before school.
- Accountability on money received and where it is being spent

### 2. Fundraising, events, marketing, and graphic design should be done at the local school level, with the local community and parents

- The marketing director is Erica's mother, Gayla
- The graphic designer is Gayla's son, Preston

#### Current Problems with marketing :

- Golf Tournament - the school has been asking for several weeks for updated golf flyers {we can make these ourselves}
- school is waiting for artwork for the Titan 5K . We are paying extra for Southern Timing to help us promote this. This is the school's choice b/c waiting on approval is difficult. Southern Timing begins promoting now but waiting on us. This is common.
- Mistakes in the current golf tournament graphic from optima {this is common} - waiting on corrections
- Can not speak directly to the graphic designer. Do not have an email for him.
- Sent contract for approval twice in the last months for Pipers Landing for Golf Tournament. We are being asked again to send it
- TCCA website is a mess. It's been "under contraction" since January. The principal or Operations manager has zero details on updates. The school admin team has been given zero opportunity to give feedback, work on it ourselves, or add content. {incorrect information, had Naples school address on it, former employees...} No word on when this will be complete.
- Gayla wants us to raise prices on T-shirts from what they were just a few months ago. Not necessary
- school should decide what monies should be spent, what fundraising should be done, and should be able to contract local businesses

\*\*all of these items could be handled by the school on our own, with local people, or with our parents.

\*\*Gayla wants all events, fundraising, etc to go through her. We can get the job done faster on the school level.

### 3. Safety items needing to be addressed:

- The current panic alert system {Crisis Go} is walking the line on compliance. The school would like to be on the same system as Martin County and Palm Beach County. School has received several "warnings" from the Head of Safety for Martin County Schools, the MCSD, and parents and staff
- Cameras in cafeteria and stairways
- Intercom system outside - outdated and not loud enough for emergencies.
- temperant glass for front desk reception
- 2 AEDs are needed for PE, athletics, etc.. - zero on campus

### 4. Lack of space is an issue. {For storage and for people}- storing facilities items in the electrical room - fire hazard issue. Need storage areas



5. Optima HR - not up to par. ESI has been a huge supporter of TCCA in more ways than one. The break with ESI came at the worst time possible for a school (again, optima is not aware of what is best for the school's timeline) Current Optima HR not vetting candidates, not handling HR concerns with the school (firing substitutes w/o our knowledge), and not sending qualified candidates, causing overall more work. ESI knows our school, sells our school appropriately, follows through, and comes to work alongside us when needed.

## SERVICE AGREEMENT

This Service Agreement (the "**Agreement**") is made and entered into as of the 20th day of January, 2019, by and between **The Optima Foundation, Inc.**, a Florida non-profit corporation (the "**Service Provider**"), and **Treasure Coast Classical Academy, Inc.**, a Florida non-profit corporation (the "**School**").

### RECITALS

- A. School has submitted a Charter Application to the Martin County School District (the "Sponsor") to operate a charter school pursuant to a Charter School Contract ("Charter Contract") in accordance with the Florida Statutes Section 1002.33 et. seq. and other laws applicable to Florida Charter Schools ("Applicable Laws" or "Charter School Law") in Martin County, Florida, under the name of "Treasure Coast Classical Academy" ("Charter School").
- B. After conducting all appropriate due diligence, including review of the experience of Service Provider's staff, verification that the Fee for Services is reasonable and consistent with the market for such services, and review of the need for business and operational administrative services, the School agrees that it is in the best interest of School to enter into this Agreement with Service Provider.
- C. The School and Service Provider desire to create an enduring educational alliance, whereby the School and Service Provider will work together to replicate the Hillsdale College Barney Charter School Initiative model.
- D. Service Provider is a nonprofit organization formed for the purpose of supporting public charter schools such as the School, with the mission to provide professional business administration services which will allow instructional personnel, including the School Principal, maximum time and resources to meet the needs of students
- E. Service Provider desires to establish certain best practices and procedures for charter schools within its network in order to qualify for system accreditation with AdvancEd, and School has determined it is in its best interest to join such network to attain such accreditation.
- F. In order to facilitate the organization and opening of the School; including acquisition, equipping and construction of a charter school facility ("Facility"); and to implement an exceptional educational program at the School, the parties desire to establish this arrangement for Service Provider to act in the role similar to an Executive Director of the School, overseeing the non-instructional and operational aspects of the School.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

## ARTICLE I

### CONTRACTING RELATIONSHIP

- A. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- B. **Authority and Compliance with Charter Contract and Applicable Laws.** The Charter School represents that it is authorized by law to contract with Service Provider and for Service Provider to provide business and operational administrative services to the Charter School. The parties acknowledge that all such services must be provided in accordance with the Charter Contract and all State and Federal laws governing public charter schools (referred to collectively herein as "Applicable Laws"). In the event the Sponsor expresses concerns regarding any of the provisions in this Agreement, the Parties agree to work together and with the Sponsor to resolve such concerns.
- C. **Agreement.** Service Provider's obligations to the Charter School and rights with respect to the business and operational administrative services provided to the Charter School shall be only as expressly set forth in this Agreement. Duties required to be carried out by the Charter School which are not expressly set forth herein as being Service Provider's responsibility shall remain the sole responsibility of the Charter School's Governing Board. Notwithstanding the foregoing, Service Provider acknowledges that it shall be engaged by the Board to perform the services set forth in this Agreement on the basis of the knowledge and expertise of the Service Provider. Each party represents and warrants to the other that it has disclosed all matters relevant to the services Service Provider might provide to the Charter School.
- D. **Designation of Agents.** The Board designates the employees of Service Provider as agents of the Charter School having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, the Family Rights and Privacy Act ("FERPA") and other applicable law. The Board hereby authorizes Service Provider to communicate with and negotiate on the Board's behalf with all Federal, state and local government agencies and the Sponsor unless specifically instructed otherwise by the Charter School. Service Provider shall communicate with the Charter School prior to its communication and negotiation with any Federal, state and local governmental agency on behalf of the Board to ensure no duplication of efforts.
- E. **Background Screening.** Service Provider agrees that each of its owners, board members, officers, employees, and agents who will be accessing Charter School grounds when students are present or who have direct contact with students, will undergo and meet Level 2 screening and fingerprint requirements as described in Fla. Stat. §§ 1012.32 and 435.04 and as conducted by the Charter School or Sponsor. Service Provider also agrees that any of its employees or contractors handling funds or finances of the Charter School will be subjected to the screening and fingerprinting requirements required by law for such positions.

- F. **Status of the Parties.** Service Provider is a non-profit Florida corporation qualified to do business in Florida, and is not a division or a part of the School. The School is a non-profit Florida corporation authorized by the Charter Contract and Sponsor to operate a charter school, and is not a division or part of Service Provider. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and not employer - employee. Except as expressly provided in this Agreement, no agent or employee of Service Provider shall be deemed to be the agent or employee of the School. Service Provider shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between Service Provider and the School is based solely on the terms of this Agreement, and the terms of any other written agreements between Service Provider and the School.
- G. **No Related Parties or Common Control.** Service Provider will not have any role or relationship with School that, in effect, substantially limits School's ability to exercise its rights, including termination rights, under this Agreement. School and Service Provider will not be members of the same control group, as defined in Section 1.150-1(e) of the Treasury Regulations under the Internal Revenue Code of 1986, as amended from time to time (collectively, the "1986 Applicable Laws"), or related persons, as defined in Section 144(a)(3) of the 1986 Applicable Laws.
- H. **No Disparagement.** The parties agree that a good working relationship involves mutual respect and decorum. Therefore, during the Term of this Agreement, no party will make (or cause or encourage anyone else to make) any disparaging, untrue, or misleading written or oral statements about or relating to the other party or about or relating to any officer, director, shareholder, agent, employee, or other person acting on such party's behalf. This provision is not intended to prevent or curtail truthful and factual statements made in order to redress issues related to performance of duties under this Agreement by either party.
- I. **Intellectual Property Rights.** Except as otherwise required by Hillsdale College pursuant to its arrangements contained in any Agreement between it and the School, the School will own all proprietary rights to materials that (i) are both directly developed and paid for by the School; or (ii) were developed by Service Provider at the direction of the Board with School funds dedicated for the specific purpose of developing such materials (the "**School Materials**"). Service Provider shall own all proprietary rights to, and the School's proprietary interest shall not include, materials that are or were developed or copyrighted or similarly protected by Service Provider. Service Provider shall also own all intellectual property rights, including, without limitation, any copyright rights in and to any non-curriculum materials created or provided by Service Provider, including all corrections, modifications and derivatives thereof (collectively all of the foregoing shall be referred to as the "**Service Provider Materials**"). The parties acknowledge that to the extent the School's Materials are derivative of Service Provider Materials, the School's intellectual property ownership rights extend only to the new, original aspects of such works and not to any underlying or pre-existing material.

Service Provider hereby grants to the School the non-exclusive, non-transferable license

to use the Service Provider Materials in furtherance of its programs during the term of this Agreement or any renewal thereof, including without limitation, the right to reproduce, publicly display, distribute, and create derivatives of same, in hard copy format, or electronically via the School's intranet. To the extent any part of the School Materials may be derivative of Service Provider Materials, the School shall have the non-exclusive, non-transferable right to use such Service Provider Materials, as same may have been previously embodied or incorporated in the School Materials, beyond the termination or expiration of this Agreement solely in connection with the operation of the School and in the ordinary course of such operations. The School represents and warrants that during the term of this Agreement, or following the expiration or termination of this Agreement, the School will not exploit, or assist any third party in exploiting, the School Materials or any Service Provider Materials for commercial purposes. The School hereby grants Service Provider the non-exclusive, irrevocable, worldwide, assignable right to use, distribute, modify and display the School Materials solely for education purposes in any and all media now known or hereafter developed.

Service Provider hereby grants the School the non-exclusive, non-transferable license to use Service Provider's trade name and any trademark(s) (collectively, the "Service Provider Trademarks"), as they now exist or in the future, to promote and advertise the School. No other use of Service Provider Trademarks is permitted without Service Provider's prior written permission. The School shall acquire no rights in the Service Provider trademarks, and all goodwill of the Service Provider Trademarks shall inure to the benefit of and remain with Service Provider. Service Provider shall have pre-approval rights for each form and manner of public display of the Service Provider Trademarks.

## ARTICLE II

### TERM

- A. **Term.** This Agreement will be effective on the date hereof and shall remain in effect through the last day of the Charter Contract, as that term may be amended from time to time (the "Term"). This Agreement may be terminated by the School prior to the expiration of the term as set forth in this Agreement.
- B. **Renewal.** The Term of this Agreement will be renewed upon renewal of the Charter Contract and extend through the length of such renewed Charter Contract, unless, (i) written notice of intent to terminate or renegotiate is given by either party not less than 180 days prior to the expiration of the Term, or (ii) this Agreement is earlier terminated.

## ARTICLE III

### FUNCTIONS OF SERVICE PROVIDER

- A. **Attendance of Governing Board Meetings and Communication with Governing Board.** A representative of Service Provider shall attend all meetings of the Board. The Service Provider will coordinate with the chairperson of the Board and Charter School Principal as to items that need to be placed on the Agenda. The Service Provider will also coordinate with the Board as to its schedule and arrange for proper notice of Board meetings as such notice is required by the Charter Contract and Applicable Laws. The Service Provider will provide monthly financial reports to the Board, as described herein. The Service Provider will also provide back-up items to the Board a sufficient number of days prior to each Board Meeting to allow for review by Board Members to be prepared for the Board Meeting.
- B. **Administrative Services.** For the Term of this Agreement, subject to the Charter School Contract and the approval of the Board of Directors of School (the "Board"), Service Provider will provide to School for the Charter School the following administrative services (the "Administrative Services"):
- a. **Personnel Management: Non-instructional Personnel.** - Management and professional development of all personnel providing Administrative Services in accordance with this Agreement. Service Provider will identify, recommend for hire, train, evaluate, discipline and recommend for termination all non-instructional personnel. All Charter School personnel shall be employees of School and the final hiring and termination decisions will be made by the Board. The Board will not unreasonably reject Service Provider's recommendations regarding non-instructional personnel.
  - b. **Personnel Assistance: Instructional Personnel.** - Service Provider will assist the School Board and School Principal in identifying, hiring, training, and evaluation of all instructional personnel. Instructional personnel will be accountable to the School Principal, who will have the authority to hire, evaluate, discipline, and terminate such personnel. Service Provider will make recommendations regarding firing and disciplinary decisions, but responsibility for final decisions on such matters shall be for the School Principal or School Board, as appropriate.
  - c. **Facility Operation and Maintenance.** Coordination with entities with which Service Provider contracts on behalf of School for the provision of operation and maintenance services for the Charter School's facility (the "Facility") to the extent consistent with any and all documents pertaining to the Facility, together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved in providing such services.
  - d. **Business Administration.** Administration of all business aspects of School operation, including by way of example and not limitation, financial management, compliance management (including compliance with state accountability

requirements), legal/corporate upkeep, books and records maintenance, and management of equipment/furniture/property. Recommend, manage, oversee and coordinate with human resource service provider and other vendors. Administration of business by Service Provider will only be conducted as allowed by the Charter Contract.

- e. **Government Relations.** Coordination and assistance with any and all government relations efforts, including maintaining positive relationships with local and state elected officials and staff.
- f. **Public Relations.** Coordination and assistance with any and all advertising, media and public relations efforts, including outreach programs. All public relations will be subject to the mutual approval by School and Service Provider, which approval may not be unreasonably withheld.
- g. **Budgeting, Budgeting Process, Financial and Other Reporting.** Preparation of a proposed annual budget (the "Charter School Budget") for each Fiscal Year, in coordination with the Board and Principal, subject to the reasonable approval of the Board acting in its fiduciary capacity. For purposes of this Agreement, the term "Fiscal Year" shall have the meaning as provided in the Charter Contract. The projected Charter School Budget will include, but not be limited to, the financial details relating to the Administrative Services to be provided pursuant to this Agreement, any proposed capital expenditures with respect to the Facility, each disposition of property with respect to the Facility, and any rates or fees charged for use of the Facility.
  - i. Service Provider shall deliver a draft of the Charter School Budget for each Fiscal Year to the Board not less than forty-five (45) days prior to the date on which the Charter School Budget for any Fiscal Year must be submitted to Sponsor and/or any State governmental agency. The Board shall review the Charter School Budget within ten (10) business days following the receipt thereof (the "Budget Review Period") which review may include an independent evaluation of the Charter School Budget by such accountants, attorneys, and other financial advisors that the Board deems necessary or desirable. The Board shall deliver any comments or objections to the Charter School Budget prior to the expiration of the Budget Review Period. Within five (5) business days following the expiration of the Budget Review Period, the President of School and the Chief Executive Officer of Service Provider shall reconcile any comments or objections made by the Board during the Budget Review Period. Service Provider and School shall agree to a final Charter School Budget for each such year not later than two (2) business days prior to the date on which the Charter School Budget must be submitted to the Sponsor and/or any other State governmental agency.
  - ii. Working in cooperation with the Board, Service Provider shall prepare, for Board approval, modifications or amendments to the Charter School Budget which may be necessitated by changes in projections or circumstances or

the occurrence of unexpected events, which impact projected revenue and/or expense items contained in the approved Charter School Budget.

- iii. Service Provider shall provide the Board with an enrollment report stating the number of actual students enrolled at the Charter School (an “Enrollment Report”). If an Enrollment Report indicates that enrollment is lower than that which was projected in the Charter School Budget and such lower enrollment number shall materially adversely impact the Charter School Budget for such Fiscal Year, Service Provider shall propose a plan to remediate the shortfall, including but not limited to: student recruitment efforts to restore the enrollment level to the projected enrollment; cost-cutting measures; or borrowing recommendations.
  - h. The preparation of detailed statements of all revenues received, from whatever source, with respect to the Charter School, and detailed statements of all expenses, including an accounting of all expenditures for services rendered to, or on behalf of, the Charter School by Service Provider, whether incurred on-site or off-site.
  - i. The preparation of other financial statements as required by and in compliance with the Charter School Contract, the Applicable Laws and other applicable laws and regulations, including such documentation as may be reasonably required by the independent certified public accountants retained by the Board to perform annual audits of School’s financial statements. The cost for preparation of the annual financial statements and independent financial audits will be responsibility of School and will be provided for in the Charter School Budget.
  - j. The preparation of such other reports on a periodic basis, relative to the finances and operation of School, as the same may be requested or required by the Florida Department of Education or the Sponsor to ensure compliance with the terms of the Charter School Contract and applicable law.
  - k. Other information on a periodic basis reasonably necessary to enable School to monitor Service Provider's performance under this and related agreements including the effectiveness and efficiency of its operations at School.
- C. **Maintenance of Financial and Student Records.** Service Provider will maintain accurate financial and student records pertaining to operation of School, together with all School financial records prepared by Service Provider. Such records will be the property of School. Such records shall be maintained by Service Provider at School in physical or electronic form and will be made available to the Sponsor and the School Governing Board’s Auditor within no more than 48 hours of a request. Such records shall otherwise be made available and retained in accordance with Florida’s Public Records Act.
- a. Service Provider will maintain accurate student records pertaining to the students enrolled at the Charter School as is required and in the manner provided by the Charter School Contract, the Applicable Laws and regulations and retain such records permanently on behalf of School or until this Agreement or its successor (if



any) is terminated, at which time such records will be transferred to School and become the sole responsibility of the Board. Service Provider and School will maintain the proper confidentiality of personnel, students and other records as required by law and the Charter Contract.

- b. School shall be entitled at any time upon reasonable written notice to Service Provider to audit the books and records of Service Provider pertaining to its operation of the Charter School pursuant to this Agreement (including, without limitation, the financial records relating thereto), provided that any such audit shall be at the sole expense of School.

- D. **Additional Administrative Services.** Any other services reasonably necessary or expedient for the effective administration of School as agreed to, in writing, from time to time by Service Provider and the Board.
- E. **Provision of Administrative Services.** The Administrative Services will be provided in a manner consistent with the Applicable Laws and the Charter School Contract with the Sponsor.
- F. **Modification of Administrative Services.** Subject to this Agreement, the Charter School Contract, Sponsor oversight and approval, as applicable, and the Applicable Laws, Service Provider may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that School will have the right to approve all material changes.
- G. **Budgeting for Administrative Services.** Service Provider will be responsible and accountable to the Board for the provision of all Administrative Services, provided that such obligations, duties and responsibilities are expressly limited by the Charter School Budget. Service Provider will not be required to expend funds on such services in excess of the amounts set forth in such Charter School Budget.
- H. **Provision of Services during Planning Years.** The parties acknowledge that the 2018-19 School Year will be a Planning Year for the School. The School intends for its first year of operation to be the 2019-20 School Year, but the Board is entitled to also take the 2019-20 School Year as a Planning Year and open for the 2020-21 School Year. During any Planning Year, Service Provider will provide assistance to the School including, without limitation, school site location and development, purchases, recruiting and marketing, development of recommended policies and procedures, any other non-academic actions necessary for School start-up and will work with the School to provide reporting that may be due during the Planning Year and after the effective date of the Charter Contract.
- I. **Place of Performance; Subcontracting.** Service Provider may provide Administrative Services either at the Charter School Facility or elsewhere, or through subcontracts at its own expense and with Board approval, unless prohibited by the Charter School Contract, the Applicable Laws and other applicable laws and regulations.

- J. **Student Recruitment.** Service Provider and the Board shall be jointly responsible for the recruitment of students. Students shall be selected in accordance with the procedures set forth in the Charter Contract and in compliance with the Charter School Law and other Applicable Laws.
- K. **Rules and Procedures.** Service Provider shall recommend to the Board reasonable rules, regulations and procedures applicable to the School, and Service Provider is authorized and directed by the Board to enforce the rules, regulations and procedures adopted by the Board.
- L. **School Year and School Day.** The school year and the school day schedule shall be approved by the Board.

#### ARTICLE IV PERSONNEL & TRAINING

- A. **Personnel Responsibility.** Subject to the limitations of this Agreement, the Charter School Contract, the Applicable Laws and other applicable laws and regulations, Service Provider will assist the Board in determining staffing levels necessary to carry out the services provided under this Agreement, all within the financial constraints of the Charter School Budget approved by the Board. Service Provider shall identify and propose for employment by or on behalf of School qualified principals, teachers, paraprofessionals, administrators, and other staff members and education professionals for positions in the School.
- B. **Principal.** School and Service Provider acknowledge and agree that the accountability of Service Provider to School is an essential foundation of this Agreement, and the responsibility of the administrator of School (the “Principal”) is critical to the success of School. The Board and Service Provider will work together to select and supervise the Principal and hold the Principal accountable for the success of School. Service Provider will recommend the employment contract with the Principal to the School’s Governing Board for its approval, including the proposed duties and compensation of the Principal. Service Provider will conduct an annual evaluation of the Principal for presentation to the Board.
- C. **Support Staff.** Service Provider will propose for employment by or on behalf of School support staff/non-instructional personnel for employment by School. Such support staff may include, among others, clerical staff and administrative assistants, bookkeepers and maintenance personnel. Such support staff may work at School on a full or part time basis. The Principal will not make any hiring offers or terminate any support staff/non-instructional personnel. Service Provider will consult the School Principal on all evaluations of such staff.
- D. **Training.** Service Provider will provide or arrange for training (i) in the instructional methods and curriculum, which comprise the Educational Program set forth in the

Charter Application and in cooperation with the Principal, and (ii) with regard to support technology to the teachers and other instructional personnel on a regular and continuous basis, as stated in the Charter School Contract and in cooperation with the Principal. Service Provider shall arrange, at the School's expense, or provide training for non-instructional personnel at a frequency that Service Provider determines reasonable and necessary under the circumstances.

- E. **Employee Benefits.** Service Provider will develop a package of employee benefits that will be provided to School Employees.
- F. **Limitations on Discretion.** All decisions made by Service Provider, and any discretion exercised by Service Provider, in its selection, evaluation, assignment, discipline, and transfer of personnel shall be consistent with the Budget, the Charter Contract and state and federal law.

## ARTICLE V

### OBLIGATIONS OF THE BOARD

- A. **Good Faith Obligation.** The Board shall be responsible for its fiscal and academic policy. The Board shall exercise good faith in considering the recommendations of Service Provider, including but not limited to, Service Provider's recommendations concerning policies, rules, regulations and budgets. The Board remains ultimately responsible for fiduciary oversight and management for the operation of the Charter School.
- B. **Assistance to Service Provider.** The Board shall cooperate with Service Provider and shall furnish Service Provider with all documents, records and information necessary for Service Provider to properly perform its responsibilities under this Agreement, including but not limited to, timely notice of all Board meetings. The Board will provide to Service Provider access to all account information for Charter School, as well as all information related to revenues received by the Charter School from any source.
- C. **Unusual Events and Potential Charter Violations.** The Board agrees to timely notify Service Provider of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect Service Provider's ability to comply with its responsibilities hereunder or compliance with the Charter Contract.
- D. **Service Provider Office Space.** The Board upon request shall provide Service Provider with suitable space at the School for Service Provider personnel and subcontractors. The space shall be provided without additional cost to Service Provider and shall be used by Service Provider only for Service Provider activities related to the School.
- E. **Retained Authority.** The Board shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance,

management, and operation of the School including, without limitation, regulations relative to the conduct of pupils while in attendance at the School or en route to and from the School. The Board shall further retain the responsibility to adopt written policies governing the procurement of supplies, materials and equipment.

- F. **Annual Review and Feedback to Service Provider.** The Board will annually review the Service Provider's performance and provide feedback on such performance to Service Provider at a publicly noticed meeting. Notwithstanding the foregoing, the parties recognize the importance of ongoing communication of expectations and feedback is critical to a successful working relationship. The Board will strive to communicate any concerns it may have throughout the year rather than reserve such comments for the Annual Review.
- G. **Compliance with the School's Agreement with Hillsdale College.** In order to maintain the consistency and integrity of the School's mission and vision, the School and Service Provider will at all times during the term of this Agreement remain in compliance with the obligations of the School's Agreement with Hillsdale College.

## ARTICLE VI

### FINANCIAL ARRANGEMENTS

- A. **Revenues.** Except as hereinafter provided, all monies received by the Board shall be deposited in the School's depository account within three (3) business days with a financial institution acceptable to the Board. Interest income earned on School depository accounts shall accrue to the School. Except as specifically excluded by the terms of this Agreement, the term "**Revenues**" shall include all funds received by or on behalf of the School, including but not limited to:
- Funding for public school students enrolled at the School.
  - Special education funding provided by federal and state government which is directly allocable to special education students enrolled at the School.
  - Gifted and talented funding provided by federal and state governments that is directly allocable to gifted and talented students enrolled at the School.
  - At-Risk funding provided by federal and state governments that is directly allocable to at-risk students enrolled at the School.
  - Funding provided by federal and state governments that is directly allocable to students enrolled at the School with limited English proficiency.
  - All other federal and state funding sources, including but not limited to Title I and any start-up funding, allocable to the School, to extent allowable by law.
  - All other funding, contributions and donations, public and private, received by the School (except to the extent Service Provider is not required or involved in soliciting, administering, or managing the contribution and/or donation).

(All of the above are hereinafter collectively referred to as the "**Revenues**").

- B. **Fee.** For the Term of this Agreement, School will pay Service Provider an annual fee equal to ten percent (10%) of School's Gross Revenue for each School Year ("Fee"), payable in twelve monthly installments. The monthly payments shall be adjusted throughout the year to reflect actual Gross Revenue. For purposes of this Agreement the term "Gross Revenue" shall mean the School's Revenues excluding any proceeds from borrowings undertaken by School.
- C. **Reasonable Compensation and Ownership of Funds.** The Fee under this Agreement is reasonable compensation for services rendered. Service Provider's compensation under this Agreement will not be based, in whole or in part, on a share of net surplus or profits from the operation of the Charter School. Any funds received by School, and not spent on its behalf, belong to School, and not to Service Provider. Any funds advanced to Service Provider for payments on behalf of School belong to School until the point that they are legally expended by Service Provider on behalf of School.
- D. **Order of Payment of Expenses and Fee Deferral.** Expenses of the Charter School shall be paid each month in accordance with the approved Budget and in the following order of priority: (1) School's obligations under any agreement or other financing document relating to the issuance of bonds, notes or related debt to finance the Facility, (2) Salaries and Benefits, (3) payments on any outstanding notes; (4) other operating expenses, and (5) monthly prorated Fee. In the event there are insufficient funds to pay Fees in a month to pay the monthly prorated Fee, such Fees will be deferred and accrue as an account payable until such time as there are sufficient funds to make payment. In the event that there are insufficient funds at the end of any Fiscal Year of the Charter School to pay the monthly or deferred Fees, such outstanding Fees shall be payable (together with reasonable interest charges or late payment fees) no later than the end of five years after the original due date of payment. Payment of the Fee shall be subordinate to payment any outstanding obligations under any agreement or other financing document relating to the issuance of bonds, notes or related debt to finance the Facility
- E. **Reimbursements.** In addition to the Management Fee, School will reimburse Service Provider for all commercially reasonable costs incurred and paid by Service Provider in providing the Administrative Services to School for the Charter School. Service Provider will not add any fees or charges to the costs of equipment, services, materials, or supplies that Service Provider purchases with School funds, on behalf of School or as School's agent, from a third-party vendor.
- F. **Payments to Service Provider.** Service Provider will receive the monthly installment of its Management Fee on or before the fifteenth (15th) day of each month (but in no event later than the date that School receives payments from the State of Florida through the Sponsor).
- G. **No Transfer of Assets.** No Charter School assets will be transferred to the Service Provider except for payment of the Fee for services set forth herein, reimbursement of expenses as allowed by this Agreement and other assets transferred upon approval of Charter School Board and Service Provider and payment by Service Provider to Charter

School of a fair market value for such assets.

- H. **Other Revenue Sources.** School and Service Provider may, together or independently, solicit and receive grants and donations from public and private sources consistent with the mission of the School and in the name of the School; provided, however, that (i) any solicitation of such grants by Service Provider that are in excess of One Hundred Thousand Dollars (\$100,000) shall be subject to the prior approval of the Board, (ii) all such funds received by Service Provider or School from such other revenue sources shall be deemed to be School funds, and (iii) Service Provider shall not be required to administer any grants that are not specifically approved, in writing, by Service Provider, in advance.
- I. **Availability of Funds.** Service Provider shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient Revenues to make payments in accordance with the terms of the Budget.
- J. **Other Schools.** The School acknowledges that Service Provider may enter into similar agreements with other public schools. Service Provider shall maintain separate accounting records for expenses incurred by and on behalf of the School and other schools, and shall reflect in the School's financial records only expenses incurred by or on behalf of the School. If Service Provider incurs authorized expenses on behalf of the School and other schools which are incapable of precise allocation, then to the extent permitted by law, Service Provider shall allocate such expenses among all applicable schools, including the School, on a prorated basis based upon the number of students enrolled at the applicable schools, or upon such other equitable basis as is acceptable to the parties.
- K. **Annual Audit.** The Board shall select and retain an independent auditor to conduct an annual audit of the School in accordance with the School's Charter Contract and the Charter School Laws. Subject to applicable law, all records in the possession or control of Service Provider that relate to the School, including but not limited to financial records, shall be made available to the School's independent auditor.
- L. **Other Financing.** The Board may apply to Service Provider for financing or other financial assistance from time to time. Financing or financing assistance extended by Service Provider to the School shall be separately documented.

## ARTICLE VII

### TERMINATION OF AGREEMENT

- A. **Termination for Cause.** This Agreement may be terminated for cause by either party at any time upon the occurrence of the any of the reasons for Default, following the requisite

notice and time period for opportunity for cure, if applicable, as set forth in this Agreement, and provision of written notice of such termination of same to the other party.

- B. Default.** In addition to the events of default ("Material Default") described above, the following shall be the only other events of Material Default under this Agreement:
- a. The School fails to make any payment due hereunder to the Service Provider within ten (10) days after the date such payment was due.
  - b. The School materially breaches any of its other obligations under this Agreement and fails to cure such material breach within thirty (30) days after receipt of written notice of such breach.
  - c. Service Provider or School commence any case or proceeding, or file any petition in bankruptcy, or for reorganization, liquidation or dissolution, or be adjudicated, insolvent or bankrupt, or apply to any tribunal for a receiver, intervener, conservator or trustee for itself or for any substantial part of its property; or if there shall be commenced against it any such action and the same shall remain un-dismissed for more than sixty (60) days.
  - d. Service Provider is found by an administrative or judicial body to have made fraudulent use of funds, or if an administrative or judicial body has revoked any license which is required for Service Provider to carry on its business and perform its obligations and functions under this Agreement.
  - e. Service Provider materially breaches this Agreement, which Material Breach would include, without limitation: (i) failure to account for the Service Provider's or School's expenditures or pay the School's operating costs (provided funds are available to do so), (ii) failure to follow policies, procedures or rules duly adopted by the Board which are not in violation of this Agreement or Applicable Laws, (iii) receipt by the Board of unsatisfactory reports concerning Service Provider's performance or the performance of the staff which are not adequately corrected or explained to the satisfaction of the Board, (iv) failure of Service Provider to perform its duties and obligations under this Agreement as set forth in an Annual Review or as determined, in the discretion of the Board, including but not limited to Service Provider's failure to adequately advise the Board of its obligations to operate the Charter School, or (v) there is a going concern finding in an independent financial audit of the School. In the event of a Material Breach, Service Provider shall have thirty (30) days after receipt of written notice from School to remedy said breach, unless the School approves a longer time to cure such breach.
- C. Termination or Non-Renewal of Charter-**If the Sponsor cancels, non-renews or otherwise revokes the Charter for the Charter School, Service Provider and School agree that such cancellation, non-renewal or revocation shall result in termination of this Agreement.

- D. **Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, Service Provider may, for a fee reasonably acceptable to Service Provider, provide the School reasonable assistance for up to 90 days to assist in the transition to another administrative or structural arrangement (although Service Provider need not provide any assistance to another service provider).
- E. **Termination/Expiration.**
- a. **Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, absent a material breach or unusual and compelling circumstances, the termination will not become effective until the end of the then current Fiscal Year in which the notice of termination is issued.
  - b. **Removal of personal property.** Upon termination or expiration of this Agreement, Service Provider shall have the right to remove equipment and other assets owned or leased by Service Provider. Equipment and other assets owned by the School or leased by the School from third parties shall remain the property of the School.
  - c. **Advances/Out-of-Pocket Expenses/Deferred Fees.** Except as otherwise provided in this Agreement, upon termination or expiration of this Agreement for any reason, all advances or out-of-pocket expenses paid by Service Provider in accordance with the Budget, as well as any Deferred Fees, shall be immediately repaid by the School unless otherwise agreed in writing by Service Provider.
- F. **Change in Law.** If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion, including any change in law or appropriations relating to charter schools (a "Change in Law") has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith and may include the use of a third-party mediator for voluntary mediation, under the terms set forth in this Agreement. If the parties are unable to renegotiate the terms within 90 days after such notice and good faith negotiations, the party requesting the renegotiation may terminate this Agreement on 120 days' further written notice or at the end of a Fiscal Year, whichever is earlier.

## ARTICLE VIII

### INDEMNIFICATION AND INSURANCE

- A. **Indemnification.** To the extent permitted by applicable law, and as to the School, to the extent of the limits set forth in § 768.28, Florida Statutes, each party to this Agreement (the "Indemnifying Party") does hereby agree to indemnify and hold the other party (collectively the "Indemnified Party"), harmless from and against any and all claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence of the Indemnifying Party, (ii) any action taken or not taken by the Indemnifying Party, or (iii) any noncompliance or breach by the Indemnifying Party of any of the terms, conditions,



warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this subsection, "Indemnified Party" shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. Such indemnification may be achieved by the joint purchase of general liability and property insurance policies, or by such other means as the parties may mutually agree. Such indemnification by the School is not intended as a waiver of sovereign immunity.

- B. **Insurance Coverage.** Each party shall maintain general liability insurance, including errors and omissions and crime coverage, in the amount of One Million Dollars (\$1,000,000.00) per occurrence (or such greater amount if required by the terms of the Charter Contract or applicable law), with the other party listed as an additional insured. In addition, the School shall maintain an umbrella liability policy of two million dollars (\$2,000,000.00) (or such greater amount if required by the terms of the Charter Contract or applicable law), with Service Provider listed as an additional insured. The School shall maintain insurance on the facility and related capital items as required by the terms of its Charter Contract, Real Estate Lease or financing documents, whichever is greater. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.
- C. **Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

## ARTICLE IX

### WARRANTIES AND REPRESENTATIONS

- A. **School Warranties and Representations.** The Board represents that, on behalf of and in the name of the School, it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.
- B. **Service Provider Warranties and Representations.** Service Provider warrants and represents that it is a non-profit corporation in good standing and is authorized to conduct business in the State of Florida. Service Provider will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Board agrees to assist Service Provider in applying for such licenses and permits and in obtaining such approvals and consents.
- C. **Mutual Warranties.** The School and Service Provider mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

## ARTICLE X

### MISCELLANEOUS

- A. **Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the School and Service Provider.
- B. **Force Majeure.** Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article governing termination.
- C. **State Governing Law/Venue/Waiver of Jury Trial.** The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Florida, with venue in Collier County, Florida. Service Provider and the School hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either Service Provider or the School against the other.
- D. **Agreement in Entirety.** This Agreement supersedes and replaces any and all prior agreements and understandings between School and Service Provider regarding the Charter School.
- E. **Official Notices.** All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the email or address set forth below. Notice may be given by (i) by electronic mail with evidence of confirmed receipt by the receiving party, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by facsimile, date of delivery if given by personal delivery, or upon the date of postmark if sent by certified or registered mail. Notices to the School shall be sent to the current address of the then current Board President, with a copy to the then current Board attorney. The address of the parties hereto for the purposes aforesaid, inclusive of the address of the initial Board President and Board, are as follows:

The School:  
Treasure Coast Classical Academy, Inc.  
Attention: Lynda Daniel, Chair  
3340 SE Federal Hwy #233  
Stuart, FL 34997  
[ldaniel@treasurecoastclassical.org](mailto:ldaniel@treasurecoastclassical.org)

The Service Provider:  
The Optima Foundation, Inc.  
Attention: Erika Donalds, CEO  
15275 Collier Blvd #201-299  
Naples, FL 34119  
[erika@OptimaEd.org](mailto:erika@OptimaEd.org)

- F. **Assignment.** Service Provider may assign this Agreement with the prior written consent of the Board.
- G. **Amendment.** This Agreement shall not be altered, amended, modified or supplemented except in writing approved by the Board and signed by an authorized officer of Service Provider and the Board.
- H. **Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- I. **Dispute Resolution; Costs and Attorneys' Fees.** In the event of any dispute between the parties hereto, the parties shall first attempt to settle the dispute through direct negotiation or informal mediation. The parties may agree to voluntary mediation, with the cost of the mediator shared between the parties and each party paying the cost of its own attorney(s). If the parties are unable to settle a dispute through direct negotiation or informal or formal voluntary mediation, the parties will be permitted to pursue their remedies in a court of competent jurisdiction. If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.
- J. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to Service Provider powers or authority of the Board which are not subject to delegation by the Board under Florida law.
- K. **Compliance with Law.** The parties to this Agreement agree to comply with all applicable laws and regulations.
- L. **Compliance with Charter Contract.** The parties to this Agreement agree to comply with the terms and conditions set forth in the Charter Contract.
- M. **Survival of Termination.** All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement.
- N. **Binding Effect; Counterparts.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.
- O. **Compliance with Florida's Public Records Act ("Act").** In accordance with Section 119.0701, Florida Statutes, Service Provider will comply with the requirements and the Act (Chapter 119, Florida Statutes) with respect to any records maintained by the Service Provider relating to the School and any other records maintained by Service Provider

which are subject to such Act.

- P. **No Third-Party Rights.** This Agreement is made for the sole benefit of School and Service Provider, and their respective successors and assigns. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.
- Q. **No Inconsistent Tax Position.** Service Provider agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the School with respect to the Facility, including but not limited to claiming any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the Facility.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

“SCHOOL”

TREASURE COAST CLASSICAL  
ACADEMY, INC.

“Service Provider”

THE OPTIMA FOUNDATION, INC.

By: \_\_\_\_\_

Printed Name: Lynda Daniel

Its: Board Chair/President

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Erika Donalds

Its: President & CEO

Date: \_\_\_\_\_

No Action Until Policy of ABC Charter School Board

“With the exception of concerns pertaining to **imminent danger, ethical misconduct, or matters covered under the board’s whistleblower protections policy**, neither the board, its officers or members, or its committees will take any action on any stakeholder concern or complaint until the school’s executive director has first had the opportunity to address it, except to inform the person(s) stating the complaint or concern of this policy.

If, in the executive director’s opinion, the board, or any of its officers or members, or committees violates this policy to the detriment of a good working relationship with the board, the executive director is required to report the violation to the whole board.”

Adopted by the board on xx/xx/xxxx

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Board Secretary Signature