



# Miami-Dade County Public Schools

*giving our students the world*

**Superintendent of Schools**  
**Alberto M. Carvalho**

**Chief Auditor**  
**José F. Montes de Oca, CPA**

**Miami-Dade County School Board**

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*Dr. Martin Karp, Vice Chair*

*Dr. Dorothy Bendross-Mindingall*

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*Dr. Lawrence S. Feldman*

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*Dr. Marta Pérez*

*Raquel A. Regalado*

November 27, 2012

Members of the School Board of Miami-Dade County, Florida  
Members of the School Board Audit and Budget Advisory Committee  
Mr. Alberto M. Carvalho, Superintendent of Schools

**SUBJECT: UP-DATE ON ALL ACTION ITEMS FROM ACADEMY OF ARTS AND MINDS CHARTER  
HIGH SCHOOL**

Ladies and Gentlemen:

Please find attached correspondence from the Academy of Arts and Minds (Arts & Minds) providing a status on agreed upon corrective actions from our investigation that was first presented to the Audit and Budget Advisory Committee (ABAC) at its June 2012 meeting. Although the corrective actions were promised by no later than the beginning of November by the school's representative, and the attached letter is dated November 6, 2012, our office did not receive the attached until November 14, 2012.

Arts & Minds' correspondence includes 1) an analysis of the school's lease agreement and management contract by the school's contracted attorney, and an analysis of the school's food service procurement by consultant Frank Attkisson, 2) an update on the school's and/or landlord's delinquent ad valorem tax liability, and 3) actions taken to improve the governance of the school.

The contracted attorney references a monthly lease payment of \$43,000 based on the current lease agreement and concludes that the rate is on the low end of the range. However, the current lease agreement filed with M-DCPS and note 6 of the school's June 30, 2012 audited financial statements reflect that the current monthly base rent payment is \$73,000. Upon our inquiry, the school eventually forwarded to us on November 26, 2012, a copy of a lease agreement dated July 1, 2012 with monthly minimum rent of \$43,000. As of the date of this memorandum (Tuesday November 27), we have not been able to verify the validity of this latter lease submitted, and it is unclear whether this lease was duly executed.

The attorney also finds that the lease is not unconscionable or unreasonable, and he recommends that the school eliminate some of the superfluous language and precisely define certain terms in the agreement during the next renewal. He believes it is in the best interest of the Board to lock in some of the rates in the agreement while providing for minimal gradual increases.

## UP-DATE ON ALL ACTION ITEMS FROM ACADEMY OF ARTS AND MINDS CHARTER HIGH SCHOOL

November 27, 2012

Page 2

In regard to the school's management agreement with EDU MANAGEMENT, Inc., the contracted attorney's only concern is with Paragraph 7.3 relating to EDU Management's right to subcontract out its responsibilities. Regarding consultant Frank Attkisson's report on Food Service Procurement, he surveyed other catering companies and attended a three day seminar about the National School Lunch Program. His recommendation is that "The school revert to the previous food program of market based portions, assistance for the economically challenged and provisions of healthy snacks along with other ancillary sales."

In connection with the ad valorem taxes issue where liens have been placed on properties owned by the school's landlord for adjacent properties used for commercial parking, the school filed suit in October with the Eleventh Judicial Circuit Court requesting relief in favor of the school. As discussed by the ABAC at its September 11, 2012 meeting, it remains unclear whether any required payment of property taxes would be the responsibility of the school or the landlord. Although the school's representative at the said ABAC meeting responded that the landlord, not the school, would be liable for the unpaid property taxes on noted parking lot properties, this assertion is not consistent with the school's written response to our investigation, which reads: "The Academy has a triple net lease with the landlord, which requires the Academy to pay for all the real estate taxes imposed on property leased and used by the school. If the exemption was not in place the Academy would have to pay the landlord for the real estate taxes on the property." Also, please be reminded that the school's June 30, 2012 audited financial statements do not include any provision for a delinquent property tax liability.

Finally, the school's correspondence addresses the issue of governance. A September 2012 Governing Board meeting is referenced. We requested from the school, but were not provided, the minutes to said September Governing Board meeting. However, the minutes for the October 29, 2012 meeting were attached. We continue to have serious concerns that the processes proffered for determining the composition of the Governing Board and the actions taken to achieve an independent Board fall short, and there remains a likelihood that the non-profit Board will continue to be controlled by for Profit- related parties.

Sincerely,

  
José F. Montes de Oca, CPA  
Chief Auditor

JFM:em  
Attachments  
L038

cc: Mr. Walter J. Harvey  
Dr. Daniel Tosado  
Mrs. Valtena G. Brown  
Dr. Helen S. Blanch  
Ms. Tiffanie A. Pauline  
Ms. Ruth C. Montaner, Arts & Minds [cmontaner@univisionradio.com](mailto:cmontaner@univisionradio.com)  
Mr. Jorge Suarez, Arts & Minds [936637@dadeschools.net](mailto:936637@dadeschools.net)



ACTING FOR ALL INC.

**academy of arts & minds charter high school**

3138 commodore plaza suite 317 coconut grove, florida 33133

tel: (305) 448-1100 fax: (305) 448-1370 e.mail: mail@aandm.net

November 6, 2012

Jose Montes de Oca  
Chief Auditor  
Miami-Dade County Public Schools  
1450 N.E. 2<sup>nd</sup> Avenue  
Suite 415  
Miami, Florida 33132

Re: Academy of Arts & Minds Charter High School -  
Up-date on all action items related to the Chief Auditor's Investigation into Allegations  
Concerning the Academy of Arts & Minds Charter High School.

Dear Mr. Montes de Oca:

This responds to your letter of November 2 requesting a status report on the progress the  
Academy of Arts and Minds Charter School has completed since the August 31, 2012.

1) Mr. Jonathan Alfonso was selected and subsequently confirmed as General Counsel of the  
Academy of Arts and Minds Charter School. His resume is attached. He was asked to review all  
of the contracts the Chief Auditor had discussed including: the lease, the management contract,  
and the food service contract.

The Lease: General Counsel Alfonso's findings to the board on the lease were submitted to the  
Academy's Governing Board at its October 30, 2012 meeting. The governing board accepted his  
comments on the lease and asked that he include language to begin a negotiation process in the  
future with no less than 90 days before the Lease term expires. The Governing Board also asked  
that certain language be included to make the lease more compliant with federal tax law should  
the Academy choose to do tax-exempt financing in the future. The board accepted these  
modifications and will begin new discussions in March of 2013 for the following year, if  
renewing the Lease is in the best interest of the Academy.

The Management Contract: General Counsel Alfonso's findings to the board on the management  
contract were also submitted to the Governing Board. There were minimal suggestions relating  
to any modifications. However, the board noted that this contract also needed language allowing  
for a reasonable notice and time frame of renegotiations with specific negotiations regarding the  
term of the Contract.

The Food Service Contract: General Counsel Alfonso was initially asked to review the food service contract in connection with the school entering the National School Lunch program. There is a defined procurement program and contracting process for the National School Lunch program. The Academy's consultant Mr. Frank Attkisson submitted a report to the board outlining the procurement process undertaken and providing recommendations. The report recommended that the Academy not proceed with the National School Lunch program at this time due to a number of factors including the minimal amount of Free and Reduced Lunches that are served at the school. The Academy's Governing Board accepted the Consultant's report. The General Counsel verbally reported to the Governing Board, at its last meeting, that the food service contract and the procurement process undertaken by the Consultant were adequate and legally sufficient. The Academy's General Counsel confirmed the adequacy of the contract with A & M Square Food Service LLC.

2) In order to expedite a decision on the disputed property tax issue the school decided not to proceed with a hearing in front of the Value Adjustment Board but to go directly to Circuit Court. The school filed suit in October requesting relief in favor of the school. It is now up to the Court of the Eleventh Judicial Circuit to decide the dispute regarding the exemption granted in 2005. There is no way to anticipate when the courts will decide the outcome of the dispute.

3) Finally, we addressed the issues of governance by selecting new members of the board at the September meeting. Newly appointed Governing Board members have been asked to go through the screening process and training process mandated by Florida Statutes. The Governing Board has decided to not allow anyone appointed to become an active and voting member of the Governing Board until they are cleared and complete their training. Additionally the Governing Board has on its own initiative elected to rotate its chair on a yearly basis. The Governing Board will select a new chairperson at its next meeting. The Academy's general counsel has confirmed these actions to be fully defensible should any questions or concerns arise concerning the structural governance with our 501 (c) 3 status.

Copies of board minutes, pertinent opinions and the Consultant's report are attached for your review.

It is our belief that the Academy has at this time satisfied each and every recommendation that we mutually concurred to do this past June. If this is not the case please advise.

Sincerely,

Acting For All Inc.  
d/b/a Academy of Arts & Minds Charter High School

A handwritten signature in black ink, appearing to read 'Ruth C. Montaner', with a long, sweeping horizontal line extending to the right.

Ruth C. Montaner,  
Governing Board Chairperson.

# Report to the Academy of Arts and Minds Governing Board

## Food Service Procurement

October 27, 2012

Frank Attkisson

The purpose of this report is to independently evaluate various proposals for food service to the Academy of Arts and Minds Charter School. The school is currently served by A & M Square Food Service LLC which prepares food daily on site and serves meals to students at a cost of \$3.50 per plate with drinks being an additional charge. In order to provide lunch to students that have challenging family economic situations the school pays for about 50 daily lunches to the vendor at \$3.00 per plate. The economic standards for a compensated lunch is similar to the National School Lunch standards.

The school is considering enrolling in the National School Lunch Program that is administered by the Florida Department of Agriculture. Staff from the school attended a three day introductory program which covered the following topics, how to enroll, nutritional values, reimbursements, liabilities, etc.

The event was for three full days in September in Orlando. . The costs to the school on an annual basis should be estimated at \$27,000. This will provide for a full time employee to oversee the program, operate and maintain the food service area and keep the appropriate records needed by the program. This assumes no growth in the compensated lunches and a high attendance rate. It

should be noted that the \$27,000 is a direct reduction from the FTE income of the school.

In order for a school to enroll in the National School Lunch Program the criteria requires a procurement process of obtaining proposals from various approved vendors. The list of approved vendors was received which included both catering entities and bulk food providers. Emails to solicit responses were sent for both catering and bulk food providers. A total of 8 requests were sent to south Florida providers. Two responses of interest were received. A total of 7 requests were sent to potential catering providers. Three responses of interest were received.

Those that responded to the requests for catering services were sent the documents prepared by the National School Lunch Program and asked to complete before discussions were engaged on the business proposals. We then met on site with Exquisite Catering and Construction Catering, Inc. The two caterers examined the facilities on site and noted the physical constraints along with the food delivery access. Cici's Pizza also responded with the interest of only providing pizza's. They would only offer a price per slice and would fit more as a bulk food purchase than a complete plate. Thus, for this analysis it would not be appropriate to compare the Cici's Pizza response. The food plate would still need a minimum of four additional items required by the National School Lunch Program to be considered for reimbursement. This would require additional staffing and costs.

### **Business Case**

While the above respondents each have proposals that are below the \$3.00 the school pays to A & M Square Food Service LLC, the Governing Board must be aware of added risk and potential liability. The school is responsible for ensuring compliance of student's eligibility for the free and reduced lunch. In addition, there will be a need for a full time individual to monitor the food quality, temperature, the amount of items each students accept on a plate and the monitoring of minimal nutritional standards.

In addition, there is an audit risk that the school would owe additional monies if records were not properly kept. An individual employed to maintain the integrity of the program, serve and clean up and charge for non-free and reduced lunch food items could run and additional \$25,000-\$30,000 per year with payroll taxes and benefits included.

Depending on how much the school has to pay to a vendor per plate the school is allowed to keep the balance for overhead costs involved. As the school has headed in the direction of enrolling in the National School Lunch Program there has been a noticeable shift in student concerns on the lunch program. The school staff began reducing lunch portions down to the appropriate size recommended and approved by the National School Lunch Program. This has created a barrage of complaints compared to last year when the servings were plentiful.

Thus, the full pay student is seeing a loss of value in the food selection. The lunch portions are the same regardless of the student being a full pay or a free lunch customer.

The National School Lunch program has specific standards they compensate the school. The student wanting larger portions or seconds is not an option as a reimbursable expense. When staff returned from the 3 day training program they instituted the portion control to get the students accustom to the National School Lunch Program standards. The full price lunch sells on average 20-25 lunches per day. Many students this year converted to buying a la carte.

Items such as a single slice of pizza or just a salad and/or many with limited funds are considering lunch a bag of chips. The vendors that proposed are looking to drop a quantity of box lunches for distribution and sales. While well intended for an elementary or middle school setting, a high school customer is looking for quality and selection choices for their mid day meal. The board should anticipate push back by converting to a box lunch or portion prepared system.

During discussions with the various vendors they did indicate that if there was a quantity of students we could expect a per plate price around \$2.40 to \$2.50. However, with our minimal amount of guaranteed purchases it would be difficult to get a quantity discount. In addition, the balance of the student body would go without any food offerings or a conversion to snack machines assuming space availability.



In the introduction it was noted that A & M Square Food Service, Inc. currently provides lunches to students for \$3.50 each. In addition, the counter also offers a variety of items a la carte such as chips, drinks, fruits, breakfast pastries, and other healthy snacks. This is ancillary income to the vendor as the significant income is from the lunch plates. However, should there be a conversion to another caterer there would be a challenge to serve the convenience foods and snacks as the minimal income would more than likely not justify the expense of maintaining the snack sales area. None of the proposed caterers want to watch a small counter such as this. Again the bulk of their income is from lunch sales and it is hard to sustain a snack operation without other significant sales or ancillary reasons. The current food service provider is preparing food behind the snack sale area and thus it is easy to make ancillary sales.

In order to compare and evaluate the proposals they are listed with the associated costs that the academy would be expected to pay.

**Exquisite Catering**

\$2.86 per plate

USDA portions (smaller than previous lunch servings)

Financial Risk—\$25,000-\$30,000 for staff

Moderate depending on record keeping capabilities of staff

This is .06 more per plate than our reimbursable amounts. In addition, we will need the staff oversight costs

### **Construction Catering, Inc.**

\$2.80 per plate

USDA portions

Financial Risk--\$25,000-\$30,000 for staff

Moderate depending on record keeping capabilities of staff

This is the exact reimbursement we would get from the National School Lunch Program

### **A & M Square Food Service, LLC**

\$3.00 per plate reimbursable.

Currently serving 40 plates per date or \$21,600 per year.

No financial record keeping risks

Larger Portions for all students

No special staff required

Less student complaints

Financial Risk Minimal to None

### **Recommendation**

School staff was truly looking at going down a cost saving path this summer by seeking out the National School Lunch Program. However, after attending the three day seminar, adjusting the food portions , recognizing the liabilities, hearing from students their concerns it seems a change to the program has many challenges to overcome. It is suggested that the Governing Board look to measurements such as providing the "most" nutritious food to the most students while ensuring those that are economically challenged are provided for. A review of the lunch data shows a limited amount (less than 100) of students that are

actually ordering a full plate. A break-even analysis would show that daily sales would have to average 400 plates to break-even on the school lunch program.

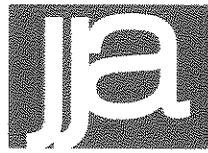
My recommendation is that **“The school revert to the previous food program of market based portions, assistance for the economically challenged and provisions of healthy snacks along with other ancillary sales”**.

There are multiple reasons:

- 1) the customer (student) is not accepting the new limited portion plate and is not purchasing it.
- 2) The default purchase this year is typically something out of a bag, i.e. chips, fritos, etc. which has limited nutritional value.
- 3) The costs requested to purchase the lunches for those that are economically challenged is less than the cost of entering the National School Lunch Program and hiring a full time employee for monitoring the program.
- 4) There will be more nutritious food sold to more students which includes full pay as well as economically challenged.
- 5) The bulk food purchases still require an employment group that would still bring the price point of the lunch plate in at a similar amount of the box lunch.

This review and suggestions are being made after a competitive procurement process and reasonable business case has been made for the recommendations. The school will better serve more students with better food reverting to the previous year's program. It appears that both bidders are using the entire reimbursement rate due to the small guarantee of plates served per day. At this time we can only guarantee 40-50 plates per day thus the costs of delivery, overhead, etc do not generate a quantity discount





LAW OFFICES OF  
JONATHAN J. ALFONSO, P.A.

October 11, 2012

Acting for All, Inc.  
Attn: Ruth C. Montaner, Governing Board Chair  
3138 Commodore Plaza  
Coconut Grove, Florida 33133

Re: (1) *RESTATED COMMERCIAL LEASE FOR 3138 COMMODORE PLAZA SUITE 3138  
COMMODORE PLAZA, MIAMI, FLORIDA 33133 DATED JUNE 1, 2011;*  
  
(2) *MANAGEMENT AGREEMENT BETWEEN EDU MANAGEMENT LLC AND  
ACTING FOR ALL INC.;*  
  
(3) *FOOD SERVICE CONTRACT WITH A&M SQUARE FOOD SERVICE, LLC.*

Dear Members of the Board:

I have been retained to review the above referenced agreements for the Governing Board of Acting for All Inc., a Florida Not for Profit Corporation. I have been asked to advise the Board as to my legal opinion with respects to these agreements and whether any provisions of these agreements should be re-negotiated.

First and foremost, I must advise the Board that that it entered into binding agreements and in my legal opinion, all three (3) of these agreements are enforceable in the State of Florida. Outlined in this memorandum are my opinion with regards to the Lease and Management Agreement. While I reviewed the previous Food Service Contract, I was advised not to incur legal fees in connection with this contract. Please understand the analysis below was conducted based on my experience on real estate and transactional matters. My analysis below does not address any issues with regards to laws and regulations with respect to charter schools.

**1. REVIEW OF THE RESTATED LEASE DATED JUNE 1, 2011.**

In conducting my analysis and review of the lease dated June 1<sup>st</sup>, 2011, I reviewed the following documents:

- a) Commercial Lease for Arts and Minds Center dated August 1<sup>st</sup>, 2004;
- b) Restated Commercial Lease for 3138 Commodore Plaza dated June 1<sup>st</sup>, 2007;

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Ph: 305-982-7857  
jalfonso@jjapa.com

- c) Restated Commercial Lease for 3138 Commodore Plaza dated June 1<sup>st</sup>, 2011;
- d) Appraisal Letter from Real Estate Analysts – Letter dated March 23<sup>rd</sup>, 2012 to Mr. Jose F. Montes de Oca, Chief Auditor Miami Dade Public School from;

### FINDINGS

I do not find that the Lease is unconscionable or unreasonable. The lease contains some superfluous sections and does not cross reference properly in certain sections. Yet, attempting to completely overhaul the terms of the Lease agreement would be a waste of resources. Furthermore, in conducting my analysis I traveled under the assumption that relocation is not a possibility. The location of the school is one of its appealing characteristics and relocation costs would be unduly burdensome.

As outlined above, I reviewed the original 2004 lease, a copy of the 2007 lease and the 2011 lease. My review of these three leases leads me to the conclusion that the lease agreement framework has remained the same over time and has mutually benefitted both parties. In the last eight (8) years, it does not appear the rates for parking have increased, the school has not been charged for signage, the lease agreements have not allowed for late fees and it appears that Acting for All, Inc. has been allotted significant flexibility including certain financial concessions and gifts by the Landlord.

The lease is not perfect and there are numerous terms which should be more precisely defined. I believe when the lease is up for renewal we should eliminate some of the superfluous language and precisely define certain terms in the agreement while eliminating references to “market rates”. Most importantly, it is in the best interest of the Board to lock in some of the rates in the agreement while providing for minimal gradual increases.

My main concern with the lease agreement would be to ensure that the rental rates are not subject to volatility in future years. The school’s current lease agreement calls for a payment of \$43,000.00 a month. I consulted with commercial real estate brokers who informed me market rent rates for schools are sometimes calculated as a percentage of gross revenue. These rates typically range from 15% to 25%. I understand current gross revenue for the school is approximately \$3 million. This means Acting for All, Inc. is paying a rate of 17.2 percent which is on the low end of the range. Furthermore, the appraisal report from real estate analysts found the lease agreement was in accordance with current market rates.

Considering the economy, and real estate market, has bottomed out in recent years, there are no egregious terms in the current lease agreement that would provide us with bargaining power to completely overhaul the current lease. In my opinion, the best course of action for the Board is to incorporate a scale for rent increases, ranging from 1-3%, when the lease comes up for renewal. When renegotiating the lease, it should be drafted to eliminate references to “market rates” and provide for nominal increases of the current amounts being paid to the Landlord. This would prevent the school from becoming exposed to market volatility should the local real estate market experience a boom.

## **2. MANAGEMENT AGREEMENT**

In conducting my analysis and review of the Management Agreement I reviewed the Draft Management Agreement sent to me by Mr. Alonso-Poch of EDU Management, Inc. on October 1<sup>st</sup>, 2012.

### **FINDINGS**

I do not find that the Management Agreement is unconscionable or unreasonable. My understanding is that five percent (5%) of all FEFP FTE Revenue is on the low end of amounts charged by Charter School Management Companies. Meanwhile, the Management Contract allows Acting for All Inc. to retain and exert significant control over the day to day activities of the school. My one concern is with Paragraph 7.3 as it allows EDU MANAGEMENT to subcontract out its responsibilities with regards to the contract. This provision provides for ambiguity and may affect the level of service provided by the company. The provision should be reworded to provide Acting for All, Inc. with the right to approve subcontractors.

## **3. FOOD SERVICE CONTRACT AGREEMENT**

I was provided copies of the previous food service agreement. I was informed that the School is considering adopting the National Food Service Lunch Program Agreement. As such, I have not conducted a review of the Food Service Contract Agreement as the Board is currently weighing its options with regards to this program.

### **CONCLUSION**

Once again, I thank you for entrusting my firm with the opportunity to represent you in this matter and please feel free to contact me at my office if you wish to further discuss my findings in this letter.

Thank you.

Very truly yours,

/S/ JONATHAN J. ALFONSO

Jonathan J. Alfonso, Esq.



## **academy of arts & minds charter high school**

Arts & Minds Center  
3138 Commodore Plaza  
Coconut Grove, Florida 33133

### **Vision**

The Academy of Arts & Minds Charter High School develops Renaissance young men and women through a rigorous academic curriculum and a boundless immersion in the arts.

### **Mission**

The mission of the Academy of Arts & Minds Charter High School is to

- Create a positive and challenging environment blending the academic and arts to develop students' artistic and professional aspirations;
- Celebrate and value the rich tapestry of the schools diverse population;
- Foster opportunities for artistic performances and exhibitions in the community;
- Employ a rigorous curriculum driven by research and data;
- Incorporate technology within the curriculum;
- Promote involvement as citizens of the world through curriculum, service and club activities; and,
- Prepare students to meet their post secondary endeavors in a 21st century global society.

## **MINUTES OF THE MEETING OF THE GOVERNING BOARD OF DIRECTORS**

**3138 Commodore Plaza Miami, Florida 33133**

**October 29, 2012 1:00 PM**

### **CALL TO ORDER**

Chairperson Ruth C. Montaner called the meeting to order at 1:00 PM.

### **ROLL CALL / MEMBERS PRESENT**

Chairperson Ruth C. Montaner – Board Chair

Percy Aguila – Treasurer – Finance & Budget

### **MEMBERS NOT PRESENT**

Cecilia E. Holloman – Vice President – Management & Operations

### **OTHERS PRESENT**

Manuel Alonso-Poch, Founder, EDU Management LLC.

Jorge Suarez, Director

Frank Attkisson, Board Consulant

Rev. Richard P. Dunn II

Daniel Alonso, EDU Management LLC.

Chairperson Ruth C. Montaner introduced the agenda and requested that Percy Aguila act as chair of the meeting. Mr. Aguila accepted and was handed the gavel.



## **I - Governing Board Items**

### **APPROVAL OF THE MINUTES OF THE MEETING of August 1, 2012.**

**MOTION:** Board Member Ruth C. Montaner made a motion to approve and accept minutes of the meetings of August 1, 2012 into the record.

**SECOND:** Board Member Percy Aguila seconded the motion and it passed unanimously.

### **RATIFICATION OF JONATHAN ALFONSO AS BOARD ATTORNEY ENGAGED TO REVIEW AND EVALUATE CONTRACTS ON BEHALF OF THE BOARD.**

**MOTION:** Board Member Ruth C. Montaner presented Mr. Alfonso's credentials and made a motion to approve and accept the engagement of Jonathan Alfonso as attorney for the governing board to review and evaluation of major contracts.

**SECOND:** Board Member Percy Aguila seconded the motion and it passed unanimously.

### **LEGAL REVIEW AND NEGOTIATION OF THE LEASE AGREEMENT WITH COMMODORE PLAZA PARKING LC., THE LANDLORD OF THE CORPORATION AND THE ACADEMY OF ARTS & MINDS CHARTER HIGH SCHOOL FOR THE 2012-2013 SCHOOL YEAR.**

Board Attorney Jonathan Alfonso reported on his review and evaluation of the lease and discussions with the Landlord regarding the Lease. His written comments were presented to the Governing Board.

**MOTION:** Board Member Ruth C. Montaner made a motion to accept Mr. Alfonso's report and to that the Lease Agreement with Commodore Plaza Parking LC. And file it for the record.

**SECOND:** Board Member Percy Aguila seconded the motion and it passed unanimously.

### **LEGAL REVIEW AND NEGOTIATION OF CONTRACT WITH EDU MANAGEMENT LLC. AS THE MANAGEMENT COMPANY FOR THE CORPORATION AND THE ACADEMY OF ARTS & MINDS CHARTER HIGH SCHOOL.**

Board Attorney Jonathan Alfonso provided a report on his review and evaluation of the contract with EDU Management LLC. and discussions with the Education

Management Company regarding the Management Contract. His written comments were presented to the Governing Board and filed for the record.

MOTION: Board Member Ruth C. Montaner made a motion that the contract with EDU Management LLC., to manage certain matters for the Academy and Acting For All Inc. as renegotiated by Frank Attkisson and Jonathan Alfonso on behalf of the Governing Board be adopted.

SECOND: Board Member Percy Aguila seconded the motion and it passed unanimously.

**LEGAL REVIEW AND NEGOTIATION OF THE CONTRACT FOR FOOD SERVICES FOR THE CORPORATION AND THE ACADEMY OF ARTS & MINDS CHARTER HIGH SCHOOL.**

Consultant Frank Attkisson provided a report on his review and evaluation of the contract with A&M Square Food Service LLC. and his discussions with several food service companies regarding the food service for the Academy. Jonathan Alfonso provided a report on his review of the contract with A&M Square Food Services LLC., currently in place. Mr. Attkisson's comments were presented for the record.

MOTION: Board Member Ruth C. Montaner made a motion to accept Mr. Attkisson's report and Mr. Alfonso's report.

SECOND: Board Member Percy Aguila seconded the motion and it passed unanimously.

**UPDATE - LAWSUIT FILED BY PARENTS CARLOS HERNANDEZ AND IVELISSE BERIO-LEBEAU AGAINST MEMBERS OF THE GOVERNING BOARD.**

In August of 2011 Mr. Hernandez and Ms. Berio Lebeau were provided the immense amount of documents they requested. They took two months to come to view them in October of 2011. In November of 2011 their lawsuit was dismissed. They re-filed the lawsuit naming the members of the governing board as records keepers and adding the corporation as a defendant. The attorneys for the Academy have requested that Mr. Hernandez and Ms. Lebeau identify any records they feel have not been provided. They refuse to do so. The records requested by Mr. Hernandez and Ms. Lebeau have been made available to them since August 2011 so their claim is moot although they continue to pursue the lawsuit. Their claim for attorneys' fees against the members of the governing board have been dismissed by the Judge on the case. Discussion regarding Mr. Hernandez deposition begun October 23, 2012.

## **II. Budget & Finance**

1. Financial Statements were reviewed. Copies of Audited Financial Statements for the 2011-2012 fiscal year were provided to the members of the Governing Board and attached for the record.
2. The Revised Budget for the 2012-2013 school year was presented to the Governing Board for review.

The Governing Board discussed increasing revenues for the current year by pursuing additional recruiting of students; doing fundraising events and getting grants. The Governing Board will review the costs section of the Budget after revenue raising plans are implemented and their initial results are measured.

3. Internal Accounts Report.

The internal report from the Director was passed to the next meeting.

## **III Operations.**

1. **Grants.**
2. **Private Contributions.**
3. **Donations.**
4. **FF&E Inventory.**
5. **Uniforms.**
6. **Food Service / Cafeteria**
7. **Miami-Dade County Public Schools.**

- a. CSCMS. Benchmark Report.
- b. Curriculum Compliance Report.
- c. Climate Survey.

8. **School Calendar.**

## **IV. Personnel.**

- a. Administrative Staff
- b. Faculty.

## **V. Facilities and Environment.**

1. Mr. Alonso-Poch reported that the entire building is being cleaned and all interiors painted for the new school year.

## **VI. Student Affairs.**

1. 2012-2013 Enrollment – Retention Report.
2. The 2012-2013 Recruitment.
3. Orientation.
4. Daily Attendance Bulletin.
5. Channel 1.
6. Student Agendas.
7. Silver Knights.
8. Student Government.
9. Standing Calendar of Events and Activities for the Year.
  - a. Clubs.

- b. Activities.
  - c. POPs
  - d. AMJAMS
10. Senior Activities.

## **VII. Education Report (Academic – Arts).**

1. SACS Report Response.  
Mr. Frank Attkisson was directed to prepare a draft response to the 2011 SACS review by the next meeting of the Governing Board
2. General Academics.
  - a. FCAT Testing.
  - b. Advanced Placement Program.
  - c. Curriculum Bulletin
    - i. Description of Programs for 2013-14.
3. School Improvement Plan.
4. Differentiated Accountability Requirements.
  - a. Certified Reading Program for lowest 25%.
5. Arts Programs.
  - a. Creative Writing.
  - b. Dance.
  - c. Music-Instrumental.
  - d. Music-Choral
  - e. Photography – Graphic Design
  - f. Theater – Drama
  - g. Visual Arts
  - h. Events and Competitions
  - i. Performances and Extracurricular Activities.
6. Textbooks.
7. Digital Books.
8. General Counseling Services.
9. Senior College Placement.
10. Yearbook.
11. EESAC.

## **VIII. Positive Parent Group - PTSA – Booster Clubs.**

### **IX. IT.**

1. School IT Network.
2. Computer Labs.
3. Portable Computer Lab.
4. Future Aspirations.

### **X. After School Programs.**

### **XI. Communications.**

1. Web Page
2. Communications with parents and the general community.

**XII NEW BUSINESS**  
None

**MOTION TO CONTINUE MEETING TO THURSDAY NOVEMBER 2, 2012 AT 9:00 AM.**

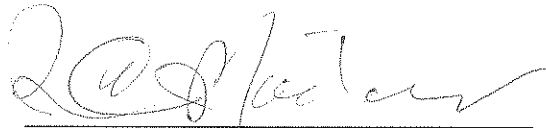
Discussion was had regarding the Agenda items and the time required to discuss them.

MOTION: Board Member Ruth C. Montaner made a motion to continue the meeting to November 2, 2012 at 9:00 AM.

SECOND: Board Member Percy Aguila seconded the motion and it passed unanimously.

**NEXT MEETING DATE AND LOCATION will be November 15, 2012.**

**ADJOURNMENT** There being no further business to come before the Board, the meeting was adjourned at 11:30 AM.

A handwritten signature in dark ink, appearing to read 'Ruth C. Montaner', written over a horizontal line.

Ruth C. Montaner  
Board Chair