



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

L-10.

MEETING DATE

2020-06-09 10:05 - School Board Operational Meeting

AGENDA ITEM

ITEMS

CATEGORY

L. OFFICE OF PORTFOLIO SERVICES

DEPARTMENT

Charter Schools/Management Support

Special Order Request

☐ Yes

☒ No

Time

Open Agenda

☐ Yes

☒ No

TITLE:

Charter School Renewal Agreement - Somerset Academy, Inc. - 5002

REQUESTED ACTION:

Approve the Charter School Renewal Agreement for Somerset Academy, Inc., on behalf of Somerset Academy Village Charter Middle School - 5002.

SUMMARY EXPLANATION AND BACKGROUND:

The terms and conditions of the operation of a charter school are set forth by the governing board of the charter school, and The School Board of Broward County, Florida, in a written contractual agreement that constitutes a school's charter.

A copy of all supporting documents is available at the Charter Schools Management/Support Department on the 12th floor of the K.C.W. Administration Center. A copy of all supporting documents is available online via the Broward County Public Schools eAgenda.

See Supporting Docs for continuation of Summary Explanation and Background.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

☒ Goal 1: High Quality Instruction ☒ Goal 2: Safe & Supportive Environment ☒ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

(1) Continuation of Summary Explanation and Background (2) Somerset Academy Village Charter MS 5002 ES (3) Somerset Village MS 5002 Renewal Agreement (4) Somerset Academy Village Charter Middle School 5002 Program Review

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Donté Fulton-Collins

Phone: 754-321-2135

Name:

Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Leslie M. Brown - Chief Portfolio Services Officer

Signature

Leslie M. Brown

5/22/2020, 5:39:03 PM

Electronic Signature

Form #4189 Revised 07/25/2019

RWR/ LMB/DFC/BS:ac

Approved In Open
Board Meeting On:

JUN - 9 2020

By:

School Board Chair

Continuation of Summary Explanation and Background:

The terms and conditions for the operation of a charter school are set forth by the governing board of the charter school, and The School Board of Broward County, Florida, in a written contractual agreement that constitutes a school's charter. Pursuant to Section 1002.33(8)(b), Florida Statutes, a school's Charter School Agreement may be renewed subject to a program review and provided that none of the statutory grounds for non-renewal have been documented. The Superintendent's Charter School Review Committee reviewed and analyzed the charter renewal process from Somerset Academy, Inc., on behalf of Somerset Academy Village Charter Middle School – 5002.

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for Somerset Academy, Inc., on behalf of Somerset Academy Village Charter Middle School – 5002, for a five-year period. An Executive Summary is attached which specifies the grounds for the five-year renewal.

A copy of all supporting documents is available at the Charter Schools Management/Support Department on the 12th floor of the K.C.W. Administration Center.

A copy of all supporting documents is available online via the Broward County Public Schools eAgenda.

Executive Summary

Renewal of Charter School Agreement Somerset Academy, Inc. Somerset Academy Village Charter Middle School – 5002

School Name	Somerset Academy Village Charter Middle School
Implementation Year	2010 – 2011
Termination Date of Current Charter Agreement	June 30, 2020
Address	225 NW 29 th Street Wilton Manors, Florida 33311
Grades Approved to Serve	6-8
Grades Currently Serving	6-8
Current Enrollment	154
Target population	Neighborhoods surrounding the school
Curriculum Focus	Traditional
School Grade 2018 – 2019	B
School Grade 2017 – 2018	B
School Grade 2016– 2017	B

On May 18, 2010, The School Board of Broward County, Florida, approved a Charter School Agreement authorizing Somerset Academy, Inc., to open Somerset Academy Village Charter Middle School – 5002. The original contract was effective for a five-year period, which concluded on June 30, 2015.

On May 5, 2015, The School Board of Broward County, Florida, approved the Charter School Renewal Agreement authorizing Somerset Academy Charter School, Inc., on behalf of Somerset Academy Village Charter Middle School – 5002, to renew for another five-year period, to conclude on June 30, 2020.

Pursuant to Section 1002.33(7)(c)1, Florida Statutes, a school's Charter School Agreement may be renewed subject to a program review and provided that none of the statutory grounds for non-renewal have been documented.

The Superintendent's Charter School Review Committee has reviewed and analyzed the Charter Renewal Process submitted by Somerset Academy, Inc., (Somerset Academy Village Charter Middle School – 5002) and has recommended a renewal of its Charter Agreement.

Pursuant to Section 1002.33(7)(c)1, Florida Statutes, a charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. The Superintendent's Charter School Review Committee has thoroughly reviewed the Charter Renewal Process and determined that it meets the renewal criteria.

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for Somerset Academy, Inc. (Somerset Academy Village Charter Middle School – 5002), for a five-year period starting on July 1, 2020 and ending on June 30, 2025.

Somerset Academy Village Charter Middle School – 5002, is located at 225 NW 29th Street, Wilton Manors, Florida 33311, which is located in District 3.

The governing board members of Somerset Academy, Inc., reside in Miami-Dade County, Florida.

CHARTER SCHOOL RENEWAL AGREEMENT

9th **THIS CHARTER SCHOOL RENEWAL AGREEMENT** is entered into as of the day of *June*, 20*20* by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
a body corporate operating and existing under the laws of the State of Florida
[hereinafter referred to as "Sponsor"],
and having its principal place of business located at
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SOMERSET ACADEMY, INC.
a Florida not-for-profit organization [hereinafter referred to as "School"],
and having its principal place of business located at
20801 Johnson Street, Pembroke Pines, FL 33029.

WHEREAS, the Sponsor has the authority pursuant to Section 1002.33, Florida Statutes, to grant to a not-for-profit organization a charter to operate a middle school, grade levels (6-8) within the school district; and

WHEREAS, the School is a Florida not-for-profit organization and desires to operate a charter school within the school district for the purposes set forth in Section 1002.33, Florida Statutes, and in the School's Charter School Application which is attached hereto as **Appendix 1** and incorporated herein by reference.

WHEREAS, the School is approved by the Sponsor to provide educational services in accordance with the terms of a charter school agreement; and

WHEREAS, it is the intent of the parties that this Charter School Renewal Agreement [hereinafter referred to as "Charter"] shall serve as the charter for the operation of the School.

NOW, THEREFORE, in consideration of the mutual covenants and terms herein set forth, the parties agree as follows:

ARTICLE 1: RECITALS

Section 1.A: **Recitals**: The foregoing recitals are true and correct and are incorporated within this Charter by reference.

ARTICLE 2: GENERAL PROVISIONS

Section 2.A: **Approved Application**: The School's approved application to operate a charter school is appended hereto as **Appendix 1** and is incorporated herein by reference.

If any provision of this Charter is inconsistent with **Appendix 1**, the provisions of this Charter shall prevail.

Section 2.B: **Term of Charter:** Unless terminated earlier pursuant to Section 1002.33, Florida Statutes, or upon the terms contained herein, this charter shall cover a term of five (5) years commencing on July 1, 2020 and ending on June 30, 2025.

Section 2.B.1: **Effective Date:** This Charter shall become effective on July 1, 2020 or upon signing by both parties, whichever date is later.

Section 2.B.2: **Start-Up Date:** The initial start-up of the School shall be consistent with the beginning of the Sponsor's public school calendar for each school year. In all years of operation, the School will follow the public school calendar adopted by the Sponsor unless otherwise stated and approved in the Application (**Appendix 1**) or by an amendment to this Charter. The School shall provide instruction for at least one hundred eighty (180) school days or the number of days required by law for other public schools, and may provide instruction for additional days.

Section 2.B.3: **Pre-Opening Deadline:** The School shall be eligible to receive FTE funding from the Sponsor once it has secured and has provided to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority, but in no event shall such funds be disbursed to the School any earlier than July 1 of the school year in which the School will open. If the School has not secured and provided to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority no later than fifteen (15) calendar days prior to the opening of the School, and the School otherwise fails to provide notice of intent to defer the opening of the School's operations in accordance with Section 1002.33(6)(b)(5), Florida Statutes, then this Charter will automatically expire without any notice, hearing, right to appeal or further action required of the Sponsor. Notwithstanding the aforementioned, pursuant to Section 1002.33(6)(b)(5), Florida Statutes, the School may defer the opening of the school's operations for up to 3 years to provide time for adequate facility planning. The School shall not be entitled to enroll any students during a planning year and shall not be eligible to receive any FTE funding from the Sponsor during such planning year. The School shall secure and provide to the Sponsor evidence of at least temporary facility approval from the appropriate licensing or zoning authority prior to the start of the school year following the conclusion of any planning year(s) and/or deferral the School has elected pursuant to Section 1002.33(6)(b)(5), Florida Statutes. If the School fails to satisfy the requirement to provide such evidence and the School otherwise fails to provide notice of intent to defer the opening of the School's operations in accordance with Section 1002.33(6)(b)(5), Florida Statutes, then this Charter will automatically expire with notice to the School, but without any hearing, right to appeal or further action required of the Sponsor. The School understands that if the contract is not fully executed by both parties by April 30, 2020 that this can result in a failure to receive the state designated Master School Identification (MSID) in a timely fashion, which can impact student registration, enrollment and receipt of public funds.

Section 2.B.4: **Charter Modification:** This Charter may be modified during its term by mutual agreement of the parties, provided such modifications are agreed to in

writing and executed by both parties. Alteration of the grade levels served will require approval of a subsequent or supplemental charter school application to serve those additional grades. Furthermore, no modifications may alter student eligibility for enrollment except as permitted by applicable law.

Section 2.B.4.a: **High Performing Charter School:** As per Section 1002.331 Florida Statutes, a State designated high-performing charter school may increase its student enrollment, contract capacity, not to exceed the current facility capacity and expand grade levels within kindergarten through grade 12 to add grade levels not already served if any annual enrollment increase resulting from grade level expansion is within the limits established above. A high-performing charter school shall notify the Sponsor in writing by March 1 if it intends to increase enrollment or expand grade levels the following year. The written notice shall specify the amount of the enrollment increase and the grade levels that will be added, as applicable.

Section 2.B.5: **Charter Renewal:** This Charter may be renewed pursuant to Section 1002.33(7)(c)(1), Florida Statutes, for such duration as may be established by mutual written agreement of the parties. In order to facilitate long-term financing for charter school construction, charter schools operating for a minimum of 3 years and demonstrating exemplary academic programming and fiscal management are eligible for a 15-year charter renewal. Such long-term charter is subject to annual review and may be terminated during the term of the charter. The 15-year charter renewal that may be granted above, shall be granted to a charter school that has received a school grade of "A" or "B" pursuant to Section 1008.34, Florida Statutes, in 3 of the past 4 years and is not in a state of financial emergency or deficit position as defined by this section. Such long-term charter is subject to annual review and may be terminated during the term of the charter pursuant to subsection (8). In addition, pursuant to Section 1002.331(2), Florida Statutes, a high performing charter school is authorized to receive a modification of its charter to a term of 15 years or a 15-year charter renewal. The charter may be modified or renewed for a shorter term at the option of the high-performing charter school.

Section 2.C: **Educational Program and Curriculum:** The School shall deliver an educational program and curriculum as described in its Application which is attached hereto and incorporated herein as **Appendix 1**.

Section 2.D: **Non-Renewal/Cancellation and Termination:** Any non-renewal, cancellation or termination of the Charter shall be subject to Section 1002.33(8), Florida Statutes, and the terms of this Charter.

Section 2.D.1: **Non-Renewal Provisions:** At the end of the term of the Charter, the Sponsor may choose not to renew the School's Charter for any of the following reasons, which is not cured after notice and reasonable opportunity to cure, in accordance with Section 14.F of this agreement, such as:

(a) a failure by the School to participate in the state's education accountability system created in Section 1008.31, Florida Statutes, or failure to meet requirements for student performance stated in this Charter;

(b) a failure by the School to meet generally accepted standards of fiscal management which includes, but is not limited to, a negative fund balance in any governmental fund as reported in a budget or audit report; negative net assets as reported in a budget or audit report; failure to timely file reports required by the Sponsor; improper expenditure of grant funds; failure to maintain required insurance; failure to correct audit findings within sixty (60) calendar days; spending in excess of approved appropriations; and material discrepancies (five percent (5%) or greater) between unaudited annual financial report and audited statements;

(c) a violation of federal, state or local law, or a material breach of the provisions of this Charter by the School;

(d) any action by the School that is detrimental to the health, safety, or welfare of its students and is not timely cured after notice;

(e) a failure by the School to achieve seventy-five percent (75%) of the goals and outcomes of any School Improvement Plan/Accountability Plan developed for the School;

(f) the acquisition by the School of two (2) consecutive grades of "F" after all school grade appeals are final unless the charter school meets one of the exemption criteria pursuant to Section 1002.33(9)(n)3, Florida Statutes;

(g) any other good cause shown including, without limitation, any of the grounds specified in this Charter which shall include, without limitation, any material breach or violation by the School, which is not cured after notice and reasonable opportunity to cure, in accordance with Section 14.F of this agreement.

Section 2.D.1.a: **Grounds for Good Cause:** "Good cause" for termination or non-renewal may include, without limitation any material breach or violation by the School of the standards, requirements, or procedures of this Charter which is not cured after notice and reasonable opportunity to cure in accordance with Section 14.F of this agreement, such as:

(1) a failure by the School to implement a reading curriculum that is consistent with effective teaching strategies grounded in scientifically-based reading research;

(2) the acquisition by the School of two (2) consecutive grades of "F" after all school grade appeals are final unless the charter school meets one of the exemption criteria pursuant to Section 1002.33(9)(n)3, Florida Statutes;

(3) a failure by the School to implement a Corrective Action Plan; as required by Section 1002.345, Florida Statutes;

(4) a failure by the School to make contributions to the Florida Retirement System (FRS), if the School has elected to participate in the FRS;

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(5) a failure by the School to pay payroll taxes to the Internal Revenue Service;

(6) the School's filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment such that the School can no longer operate or is no longer economically viable;

(7) failure of the School's annual audit to comply with the requirements specified by law or the School's failure to timely submit financial reports or other reports required by Section 1002.33(9), Florida Statutes, or by this Charter;

(8) the School's failure to meet generally accepted accounting principles;

(9) the School's failure to comply with the maximum class size requirements of Article IX, Sections (1) – (3), Florida Constitution, to the extent said requirements are applicable to charter schools;

(10) the School's failure to maintain insurance coverage in at least the minimum limits as described in this Charter;

(11) the School's failure to provide the Sponsor with the required access to records;

(12) the School's violation of any lawful court order;

(13) a criminal conviction upon matters involving the School against either the School's governing board, its members (collectively or individually), which is not timely cured, in accordance with Section 14.F of this agreement;

(14) the School's failure to submit to the Sponsor a Financial Recovery Plan and/or a Corrective Action Plan, as appropriate with the supporting documents that is reasonably determined by the Sponsor to be acceptable within thirty (30) days following a determination of financial emergency pursuant to Section 218.503, Florida Statutes;

(15) the School's failure to implement any required Financial Recovery Plan approved by the Commissioner of Education pursuant to Section 218.503, Florida Statutes;

(16) a failure by the School to provide periodic progress reports as required by the Financial Recovery Plan or a Corrective Action Plan as determined by the Sponsor;

(17) the School's receipt of a finding of financial emergency, pursuant to Section 218.503, Florida Statutes, for two consecutive years or more than once during any one fiscal year;

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(18) the School's failure to (1) cooperate with representatives of a financial emergency board or a Corrective Action Plan Committee seeking to inspect and review the School's records, information, reports and assets; (2) consult with representatives of a financial emergency board regarding any steps necessary to bring the School's books of account, accounting systems, financial procedures, and reports into compliance with state requirements; (3) permit the representatives of a financial emergency board to review the School's operations, management, efficiency, productivity, and financing of functions and operation; or (4) provide periodic progress reports as required by any financial recovery plan issued pursuant to Section 218.503, Florida Statutes;

(19) a finding that the School or its representative knew or should have known they perpetrated a material fraud upon the Sponsor or made material intentional misrepresentations in the Application (**Appendix 1**);

(20) a failure by the School to comply with background screening, including the payment of all associated costs, and other requirements set forth in Section 1002.33(12)(g), Florida Statutes;

(21) the School's failure to achieve and maintain the minimum student enrollment set forth in the application or as mutually agreed upon by the parties and provided for within the School's approved budget;

(22) any other good cause shown, which may include, without limitation, any material breach or violation by the School of the standards, requirements, or procedures of this Charter which is not cured after notice and reasonable opportunity to cure, in accordance with Section 14.F of this agreement, such as:

(a) the School's failure to timely submit monthly or quarterly financial reports, as required;

(b) the School's failure to timely submit all financial statements in the format specified by the Sponsor;

(c) the School's failure to fulfill all the requirements for highly qualified instructional personnel as redefined by the Every Student Succeeds Act (ESSA);

(d) the School's failure to comply with the conflict of interest provisions applicable to charter schools;

(e) the School's failure to timely submit the annual report to the Sponsor;

(f) the School's failure to timely submit the School Improvement Plan to the Sponsor, as required by State statute;

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(g) the School's failure to participate in all state assessment programs;

(h) the School's failure to allow the Sponsor reasonable access to facilities and records to review data sources, including collection and recording procedures;

(i) if the School is a secondary charter school, its failure to comply with Section 1003.43, Florida Statutes, or to the student progression standards set forth in Section 1008.25, Florida Statutes;

(j) the School's failure to use records and grade procedures that adequately provide the information required by the Sponsor;

(k) the School's failure to provide Exceptional Student Education (ESE) students and English Language Learners (ELL) with programs and services in accordance with federal, state and local school district policies;

(l) the School's failure to obtain proof of consent to enroll each student from the student's parent/guardian or from the student if the student is eighteen (18) years of age or older;

(m) the School's failure to timely submit the annual financial audit as required by Section 218.39, Florida Statutes;

(n) the School's failure to comply with the Florida Building Code (including Chapter 553, Florida Statutes, as applicable) and the Florida Fire Prevention Code, including applicable reference documents, applicable state laws and rules, and federal laws and rules;

(o) the School's failure to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA);

(p) the School's failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter;

(q) the School's failure to maintain the required insurance at any time during the term of this Charter in minimum limits as described or provide evidence of that such insurance is in effect;

(r) the violation by a member of the School's governing board of Sections 112.313(2), (3), (7) or (12), or 112.3143, Florida Statutes, or any other applicable portion of the Code of Ethics for Public Officers and Employees that is not promptly remedied upon notification of the violation to the School's governing board;

(s) a failure by the School to fulfill all of the requirements for highly qualified instructional personnel as redefined by ESSA;

(t) the School's willful or reckless failure to manage public funds in accordance with the law;

(u) the School's failure to comply with the maximum class size requirements of Article IX, Sections (1) – (3), Florida Constitution, to the extent said requirements are applicable; or

(v) the School's violation of any lawful court order concerning matters relating to the charter school.

Section 2.D.1.b: **Notice of Renewal/Non-Renewal from the Sponsor; Appeal:** Except when exercising its authority for the immediate termination of a charter school, the Sponsor shall provide written notification to the governing body of the School of the proposed renewal or non-renewal of its Charter at least ninety (90) days in advance of the proposed action. In the event of a non-renewal, the notice shall state in reasonable detail the grounds for the proposed action. The notice shall state that the School's governing body may issue a request for a hearing before the Sponsor. Said request must be made within fourteen (14) calendar days of receiving the notice. The hearing shall be conducted using the procedure selected by the Sponsor from those alternatives specified in Section 1002.33(8)(b), Florida Statutes.

Section 2.D.1.c: **Notice of Renewal/Non-Renewal from the School:** The School shall notify the Sponsor in writing at least ninety (90) days prior to the expiration of the Charter as to the School's intent to renew or not to renew.

Section 2.D.2: **90-Day Termination:** This Charter may be terminated upon ninety (90) calendar days' written notice pursuant to Section 1002.33(8)(b) and (c), Florida Statutes, for any of the grounds listed in the foregoing Non-Renewal Section, Grounds for Good Cause Section, or ground specified elsewhere in this Charter or provided under applicable law. This Charter may also be terminated by the Sponsor before the expiration of its term if the Sponsor determines, after due notice and opportunity to be heard, that insufficient progress has been made by the School in attaining the student achievement objectives agreed to by the parties hereto and contained in this Charter and if it is not likely that such objectives can be achieved before expiration of the Charter.

Section 2.D.2.a: **Notice from the Sponsor; Appeal:** Except when immediately terminated pursuant to this Charter, the Sponsor shall provide written notification to the governing body of the School of the proposed termination of a charter at least ninety (90) days in advance of the proposed action. The notice shall state in reasonable detail the grounds for the proposed action. The notice shall state that the School's governing body may issue a request for an informal hearing before the Sponsor. Said request must be made within fourteen (14) calendar days of receiving the notice. The hearing shall be conducted using the procedure selected by the Sponsor from those alternatives specified in Section 1002.33(8)(b), Florida Statutes.

Section 2.D.3: **Immediate Termination**: This Charter may be terminated immediately by the Sponsor pursuant to Section 1002.33(8)(d), Florida Statutes, if it determines that there is exigent good cause or if the health, safety or welfare of the students is threatened. In making the determination as to whether good cause exists for immediate termination, the Sponsor will consider whether the totality of the circumstances warrant a decision to forego the procedures for a ninety (90) day termination. The Sponsor shall notify in writing the School's governing body, the School's principal, and the Florida Department of Education if the Charter is immediately terminated. The Sponsor shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination when appropriate.

Section 2.D.3.a: **Immediate Termination – Operations During Appeal**: Upon receipt of notice of immediate termination, the School shall immediately provide the Sponsor access to the School's facilities, and shall immediately make accessible all educational and administrative records of the School so the Sponsor may immediately take any appropriate actions. Moreover, within five (5) business days, the School shall turn over to the Sponsor all records and information regarding the accounts of all of the public funds held by the School and shall turn over to the Sponsor all of the School's public property and public funds. If the School prevails in an appeal to the State Board of Education, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's governing board shall resume operation and oversight of the School.

Section 2.D.3.a.1: **Immediate Termination – Assets and Property During Appeal**: Any unencumbered public funds from the School, and district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

Section 2.D.3.a.2: **Immediate Termination – School Debts and Term of Lease During Appeal**: However, nothing herein shall be construed as an obligation on the part of the Sponsor to secure the extension of a lease term during the pendency of an appeal or to pay with Sponsor's fund any debts incurred by the School in order to avert a foreclosure or eviction.

Section 2.D.3.a.3: **Immediate Termination – Correspondence During Appeal**: During the pendency of any appeal, the Sponsor shall forward to the chair of School's governing board copies of any correspondence or other written communications related to the School's leases and mortgages or to the extension or termination of any of the School's contracts or business relationships.

Section 2.D.3.a.4: **Immediate Termination – Non-Renewal or Termination During Pendency of Appeal**: Since the issues on appeal shall be limited to whether there existed grounds for the immediate termination of the Charter, this Charter may still be

terminated upon ninety (90) days' notice or non-renewed in accordance with its terms during the pendency of an appeal in accordance with Section 1002.33(8), Florida Statutes.

Section 2.D.3.a.5: **Immediate Termination – Retrieval of Personal Items by School Personnel:** If the School appeals to the State Board of Education and is unsuccessful in the appeal (or if the School fails to timely file an appeal), the School shall be dissolved pursuant to Section 1002.33(8)(e), Florida Statutes. In such event, the Sponsor shall allow the School's governing body and its employees, agents and assigns to retrieve any of their respective personal belongings from the School's facility. However, all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances.

Section 2.D.3.b: **Hearing Process:** A charter may be terminated immediately if the sponsor sets forth in writing the particular facts and circumstances indicating that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists. The Sponsor's determination is subject to the procedures set forth in paragraphs 1002.33 (8)(b) and (c), except that the hearing may take place after the charter has been terminated. The Sponsor shall notify in writing the charter school's governing board, the charter school principal, and the department if a charter is terminated immediately. The sponsor shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination when appropriate. Upon receiving written notice from the sponsor, the charter school's governing board has 10 calendar days to request a hearing. A requested hearing must be expedited and the final order must be issued within 60 days after the date of request. The Sponsor shall assume operation of the charter school throughout the pendency of the hearing under paragraphs (b) and (c) unless the continued operation of the charter school would materially threaten the health, safety, or welfare of the students. Failure by the Sponsor to assume and continue operation of the charter school shall result in the awarding of reasonable costs and attorney's fees to the charter school if the charter school prevails on appeal.

Section 2.D.3.c: **Sponsor Operation of School Pending Appeal:** Unless the School has already ceased operations, the Sponsor shall, assume operation of the School upon immediate termination and shall continue operating the School throughout any timely appeal by the School to the State Board of Education or, if no appeal is filed, until the time for filing an appeal has expired. The feasibility of continuing the School's operations is a matter within the sole judgment of the Sponsor. The Sponsor shall hold and conserve all School property and assets, including cash and investments, in trust until the School has exhausted all appellate rights to the State Board of Education. The Sponsor shall only disburse School funds in order to pay the normal expenses of the School as they accrue in the ordinary course of business. Normal expenses shall include, but not be limited to, the payment of employee salaries and benefits.

Section 2.D.3.d: **School Employees After Immediate Termination:** The School's instructional and operational employees may continue working in the charter school until such time as the School exhausts its appellate remedies. Notwithstanding the general policy of employees continuing to serve in their regular capacities during that time, the Sponsor reserves the right to take any appropriate personnel action as to such employees if cause should arise or be discovered during the Sponsor's assumed operation of the charter school (after the Sponsor

provides any required due process to such employees if they are not terminable at-will). Sponsor shall notify the School prior to any adverse personnel action at the address provided in section 14.K.

Section 2.D.4: **Post Termination Provisions:** In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, the disposition of financial and operational records, student records, property and assets, debts and leases shall be in accordance with the provisions of this Charter and applicable law.

Section 2.D.4.a: **Financial & Operational Records:** In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, all administrative, operational and financial records of the School shall be turned over to the Sponsor along with necessary access to the School's facilities on the date the expiration, non-renewal or termination takes effect.

Section 2.D.4.b: **Student Records:** In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, student records shall be turned over to Sponsor on the date the expiration, non-renewal or termination takes effect.

Section 2.D.4.c: **Property/Assets of the School:** The parties acknowledge that both the Sponsor and the School are public entities. In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor and except as otherwise provided by law; all assets, supplies and equipment purchased with public funds by the School or which would otherwise be due and payable to the School shall instead be delivered to, retained and owned by the Sponsor and all school property and improvements, furnishings and equipment and any unencumbered public funds shall automatically revert or transfer, as the case may be, to full ownership by the Sponsor (subject to any lawful liens and encumbrances) following the School's exhaustion of its appellate remedies. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, then it shall be presumed that it was purchased with public funds and ownership of the asset shall automatically revert to the Sponsor. Property and assets purchased with public funds shall be defined as all property, whether real or personal, purchased directly with grants and funds provided by a governmental entity. Funds provided by the School and used by an Education Services Provider (ESP) company to purchase property and assets for the School are considered public funds. Any property and improvements, furnishings and equipment purchased without Article 12.0 funds for the School which have not been reimbursed by public funds shall be the property of the School should the Charter terminate or not be renewed. Any assets existing at the time of expiration, termination or non-renewal of this Charter School Agreement, which have been funded by both Article 12.0 funds and non-public funds, shall be equitably divided between the parties. Any disputes concerning such equitable division of assets shall be addressed through the dispute resolution provisions available through Section 1002.33, Florida Statutes, or as specified in this Charter. Property and assets purchased by an educational management organization in conjunction with operating the School shall not be deemed to have been purchased with public funds. The financial and auditing personnel and staff of the Sponsor and the School shall cooperate in and coordinate the proper identification and sources of funding for the property and improvements, furnishings, and equipment purchased for the School and the appropriate

record keeping of same, during the term hereof or any extensions of this Charter School Agreement.

Section 2.D.4.d: **Debts of the School:** In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, the Governing Board of the School shall be responsible for all the debts of the School. The parties acknowledge that the Sponsor may not assume the debt arising from any contract for services made between the governing body of the School, the management company (if applicable), and/or third parties, except for a debt that is previously detailed and agreed upon (in writing and executed with the same formalities as this Charter) by both the Sponsor, the governing body of the School and/or the management company (if applicable), and that may not reasonably be assumed to have been satisfied by the Sponsor.

Section 2.D.4.e: **Leases of the School:** In the event that the Charter expires or is terminated (other than immediate termination) or non-renewed by the Sponsor, any and all leases existing between the Sponsor and the School shall be automatically cancelled. However, in no event shall the Sponsor be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

Section 2.D.4.f: **Dissolution of the School:** Upon expiration, non-renewal or termination of the Charter and exhaustion of any rights to appeal, the School shall be dissolved under the provisions of the statute under which the School was organized.

Section 2.D.4.g: **Student Enrollment Upon Non-Renewal:** Any student enrolled in the School at the time of the expiration, termination or non-renewal of this Charter may apply to and be enrolled in a public school operated by Sponsor or another charter school in accordance with the Sponsor's or the recipient charter school's normal application and enrollment procedures.

Section 2.D.5: **Voluntary Termination:** The School's governing board may elect to voluntarily terminate this Charter by sending to the Sponsor a written notice of voluntary termination executed by the chair of the governing board. In the event of a voluntary termination, the School shall be deemed to have waived any right to notice, hearing or appeal of the termination of its Charter. The school shall inform the Sponsor no later than 15 days prior to the date specified in the notice of voluntary termination. Any such voluntary termination shall be effective as of the date specified in the governing board's notice. Upon receipt of notice of the intent to voluntarily terminate the contract, the governing board's right to notice, hearing or appeal shall cease. In the event of a voluntary termination, all post-termination provisions stated in this Charter shall apply other than the provisions for notice, hearing or appeal.

Section 2.E: **Non-Discrimination Policy:** The School agrees to adhere to a policy of non-discrimination in educational programs/activities and employment and strives affirmatively to provide equal opportunity for all as required by:

Section 2.E.1: Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color, religion or national origin;

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Section 2.E.2: Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination in employment on the basis of race, color, religion, gender or national origin;

Section 2.E.3: Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of gender;

Section 2.E.4: The Age Discrimination in Employment Act of 1967 (ADEA), as amended, which prohibits discrimination on the basis of age with respect to individuals who are at least forty (40) years of age;

Section 2.E.5: Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the disabled;

Section 2.E.6: The Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications;

Section 2.E.7: The Family and Medical Leave Act of 1993 (FMLA) which requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons;

Section 2.E.8: The Florida Educational Equity Act which prohibits discrimination against a student or employee on the basis of race, gender, national origin, marital status, or handicap;

Section 2.E.9: The Florida Civil Rights Act of 1992 which secures freedom from discrimination on the basis of race, color, religion, gender, national origin, age, handicap or marital status for all individuals within the State;

Section 2.E.10: For public employers, Public Law 93-508 (Federal Law) and Section 295.07, Florida Statutes, which provide categorical preferences for employment and re-employment rights to veterans; and

Section 2.E.11: Sponsor’s School Board Policy, which prohibits discrimination on the basis of sexual orientation.

Section 2.F: **Class Size:** To the extent applicable, the School will comply with Article IX, Section 1 of the Florida Constitution, and any applicable state law governing class size. If it is determined that the School was required to comply with Article IX, Section 1 of the Florida Constitution or any state law governing class size and failed to do so and such non-compliance adversely impacts Sponsor’s compliance with state law, any such penalties imposed upon the Sponsor shall be borne upon the School. Furthermore, the School shall promptly reimburse the Sponsor for any penalties incurred by Sponsor as a result of the School’s non-compliance.

Section 2.G: **Additional Requirements:** The School and Sponsor will comply with School Board Policy 1163 as posted on Sponsor's website as of the effective date of this Contract, and/or any additional requirements imposed upon each respectively by applicable law or rules or by the Florida Department of Education.

ARTICLE 3: ACADEMIC ACCOUNTABILITY

Section 3.A: **Student Performance:** Student performance shall be assessed and evaluated in accordance with the School's governing laws and rules, the assessment and evaluation provisions of the School's Approved Application (**Appendix 1**) and the provisions of this Charter. In addition to evaluating the School's success in achieving the objectives stated in either the Application, the School Accountability Plan, or the School Improvement Plan the School shall be held accountable for meeting federal and state student performance requirements, as provided in Sections 1001.02, 1008.33, and 1008.345, Florida Statutes. The School agrees to permit the Sponsor's personnel to observe the charter school's operations to assess student performance upon reasonable notice.

Section 3.A.1: **Initial Year Assessment and Evaluation:** The School will implement its educational program during the initial year as specified in the School's Approved Application (**Appendix 1**) setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure in its initial year that reading is a primary focus of the curriculum and the necessary resources will be provided to identify and to provide specialized instruction for students who are reading below grade level. Further, the curriculum and instructional strategies for reading in the School's initial year shall be consistent with Florida Standards and be grounded in scientifically-based reading research. The School further agrees that its programs and operations shall be nonsectarian in the initial year. The School shall ensure that its program is innovative and consistent with the state education goals established by Section 1000.03(5), Florida Statutes.

Section 3.A.1.a: **Initial Year Expected Outcomes:** In the initial year, the School agrees to implement the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon and identified in the School's Approved Application (**Appendix 1**), in this Charter, and as specified in the School's applicable laws and rules

Section 3.A.1.b: **Initial Year Methods of Measurement:** The School's expected outcomes will be measured in the initial year as described in the School's Approved Application (**Appendix 1**), in this Charter, and as specified in the School's applicable laws and rules.

Section 3.A.1.c: **Initial Year Assessments:** The parties agree that the methods set forth in the School's Approved Application (**Appendix 1**), in this Charter, and as specified in the School's applicable laws and rules shall be used to identify the educational

strengths and needs of students and the educational goals and performance standards in the School's initial year. This accountability criteria shall be based upon the School's assessment system, as agreed, and on statewide assessment programs. All initial year assessments shall be conducted at the times specified in the School's Approved Application (**Appendix 1**) unless another time is required by the state.

Section 3.A.1.c.1: **State-Required Initial Year Assessments:**

Students attending the School in its initial year shall participate, at the Sponsor's expense, in the statewide assessment program and in all state-required assessments. In accordance with the provisions of Section 1002.33(7)(a)(4), the School will participate in all state assessment programs in which Sponsor's students enrolled in comparable grades/schools participate. To facilitate this participation, the Sponsor will provide consultation in the initial year by its applicable school district staff and those services/support activities, which are routinely provided to the Sponsor's school district staff regarding implementation of state-required assessment activities (e.g., staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting). The School may not assess incoming students in the initial year using the same assessment instrument that the Sponsor uses in the spring. A different norm-referenced assessment must be used for this purpose.

Section 3.A.1.c.2: **Additional Initial Year Assessments:**

When the Sponsor requires the School to participate in any District-wide assessments during the School's initial year, the Sponsor shall bear the cost of the School's participation in those assessments. When the School opts to participate in District-wide assessments during the School's initial year, the School shall bear the costs associated with District-wide assessments. The School, at its discretion and own expense, may use other assessment tools during its initial year that are educationally relevant, sound and consistent with this Charter.

Section 3.A.2: **Annual Student Performance:** The School will annually implement its educational program as specified in the School's Approved Application (**Appendix 1**), setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure that reading is a primary focus of its annual curriculum and the necessary resources are provided to identify and to provide specialized instruction for students who are reading below grade level. The School's curriculum and instructional strategies for reading shall be consistent with Florida Standards and be grounded in scientifically-based reading research. The School further agrees that its programs and operations shall be nonsectarian.

Section 3.A.2.a **School Improvement Plan (SIP):** If the School is required to have a School Improvement Plan (SIP), The School's Governing Board shall approve a School Improvement Plan (SIP), as applicable, in each year of this Charter, as required by Section 1002.33(9)(n), Florida Statute. Furthermore, if the School is required to submit a SIP plan to the Sponsor as outlined in State Rule 6A-1.099827, Florida Administrative Code, the School shall comply with all state and local requirements pertaining to said Rule.

Section 3.A.2.a.1: **Minimum Components of SIP:** During any year of the Charter, in which the School is required to have a School Improvement Plan (if any), the School agrees to include in the School Improvement Plan all requirements outlined in the plan based on the school's status under school grades, Title 1 status and/or any other state or federal requirement as applicable to charter schools. The School Improvement Plan shall also contain the baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon in the School Accountability Plan submitted to the Sponsor. The School Improvement Plan must require the clear identification of source documentation for data and, where applicable, reliance upon state generated disaggregated data. The School Improvement Plan must require annual adequate progress toward Accountability Plan goals.

Section 3.A.2.a.2: **Deadline for Governing Board Approval:** If the School is required to have a School Improvement Plan, the School's Governing Board shall approve a School Improvement Plan (SIP) each year one is required concurrent with the District's School Improvement Plan approval time frame.

Section 3.A.2.a.3: **Monitoring the SIP:** If the School is required to have a School Improvement Plan, the School's Governing Board shall be responsible for monitoring the School's School Improvement Plan. Furthermore, if the School is required to submit a SIP plan to the Sponsor as outlined in State Rule 6A-1.099827, Florida Administrative Code, the School shall comply with all state and local requirements pertaining to said Rule.

Section 3.A.2.b: **Annual Assessments:** The School's student performance will be annually assessed as described in the School's Approved Application (**Appendix 1**), in this Charter, and as specified in the School's applicable laws and rules. The School will annually implement its educational program as specified in the School's Approved Application (**Appendix 1**) setting forth the School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure in each year that reading is a primary focus of the curriculum and the necessary resources will be provided to identify and to provide specialized instruction for students who are reading below grade level. The School's annual curriculum shall be consistent with Florida Standards and be grounded in scientifically-based reading research. The School further agrees that its programs and operations shall be nonsectarian each year.

Section 3.A.2.b.1: **State-Required Annual Assessments:** The School will annually administer all state-required assessments to its students, at the Sponsor's expense, within the State timeframe during each year of the term of the Charter. In each year, the School shall administer to its students, at the Sponsor's expense, the statewide assessment program and all state-required assessments. In accordance with the provisions of Section 1002.33(7)(a)(4), Florida Statutes, the School will participate in all state assessment programs in which Sponsor's students enrolled in comparable grades/schools participate. To facilitate this participation, the Sponsor will provide consultation in each year by its applicable school district staff and those services/support activities, which are routinely provided to the Sponsor's school district staff regarding implementation of state-required assessment activities (e.g., staff training, dissemination

and collection of materials, monitoring, scoring, analysis, and summary reporting). The School may not assess incoming students in any year using the same assessment instrument that the Sponsor uses in the spring of that year. A different norm-referenced assessment must be used for this purpose.

Section 3.A.2.b.2: **Additional Annual Assessments:** The School will implement, at its own expense, any assessments specified in its Approved Application (**Appendix 1**). When the Sponsor requires the School to participate in any district-wide assessments during the term of this Charter, the Sponsor shall bear the cost of the School's participation in those assessments. When the School opts to participate in district-wide assessments during the term of this Charter, the School shall bear the costs associated with district-wide assessments. The School, at its discretion and own expense, may use other assessment tools during the term of this Charter that are educationally relevant, sound and consistent with this Charter.

Section 3.B: **Student Promotion:** The School's students shall be promoted in accordance with the Sponsor's Policy 6000.1, as amended from time to time.

Section 3.B.1: **Student Promotion Policy:** The School's student promotion policy shall be consistent with the provisions of the School's Approved Application (**Appendix 1**), the provisions of this Charter, and the School's applicable governing laws and rules, and shall comply with the Sponsor's Policy 6000.1, as amended from time to time.

Section 3.B.2: **Graduation Requirements:** The School shall comply with the method described in Sections 1003.4281 and 1008.25, Florida Statutes, and the Sponsor's policy for determining that a student has satisfied the requirements for graduation. Alternative Schools must comply with the requirements of Section 1003.435, Florida Statutes.

Section 3.B.3: **Other Assessment Tools:** In addition to those assessment tools identified in this Charter and in the School's governing laws and rules, the School will utilize all other assessment tools specified in the School's Approved Application (**Appendix 1**).

Section 3.C: **Data Access and Use:** The School agrees to allow the Sponsor access to its facilities and records to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination as to whether student performance requirements have been met as stated in the Charter, and as required by Sections 1008.31 and 1008.345, Florida Statutes. The School must use the Sponsor's student information system and the Sponsor agrees to provide the School with sufficient access to such student information system. The School agrees to utilize data provided by the Sponsor in its electronic data processing systems pertaining to admissions, registration, and student records. The School shall also use records and grade procedures that adequately provide the information required by the Sponsor. If the School chooses to use an alternate grade book system other than the Sponsor's, the Sponsor will not be required to provide any technical support. The Sponsor will provide services/support activities which are routinely provided to the Sponsor's staff regarding implementation of state-required assessment activities (e.g. staff-training, dissemination and collection of materials, monitoring, scoring, analysis and summary reporting). Student

performance data for each student in the School, including, but not limited to, state mandated assessment scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Sponsor to the School in the same manner provided to other public schools in the district. Any expense for the aforementioned services that is not included as part of the Sponsor's administration fee under Section 1002.33(20), Florida Statutes, will be the responsibility of the School.

Section 3.C.1: **Quarterly Reports:** The School agrees to provide quarterly reports on school operations and student performances. The School agrees to utilize data within its annual progress report provided through its participation with the Sponsor pertaining to admissions, registration and student records.

Section 3.D: **Accreditation:** The School, if a high school or a school providing high school courses, must obtain and maintain applicable certification/accreditation of its educational program within four (4) years in order to ensure transferability of courses completed by the students at the School.

Section 3.E: **Records and Grading Procedures:** Due to the possibility that students enrolled in the School may return to a district school or transfer to another charter school within the school district, the School will utilize a records and grading procedure that is consistent with the Sponsor's current records and grading procedures.

Section 3.F: **State System of Grading Schools:** . The School shall be subject to the state system for grading schools set forth, in Section 1008.34 , Florida Statutes, and the acquisition by the School of two (2) consecutive grades of "F" after all school grade appeals are final unless the charter school meets one of the exemption criteria pursuant to Section 1002.33(9)(n)3, Florida Statutes, shall constitute a material breach of this Agreement and good cause for the School's termination.

Section 3.F.1: **Student Achievement Deficiency Meetings:** In the event the School attains a school grade of "D" under Section 1008.34(2), Florida Statutes, the principal/director and a representative of the Governing Board of the School shall appear before the Sponsor at least once per year to present information concerning the School's state-identified deficiencies in student achievement. The Sponsor's staff shall provide the School a written description of the monitoring and support resources that will be provided by the Sponsor to assist the School to cure its deficiencies.

Section 3.F.2: **School Improvement Plans:** In the event the School receives a school grade issued under Section 1008.34(2), Florida Statutes, of "D" or "F" in any year the School's director/principal and a representative of the School's Governing Board shall appear before the Sponsor in a publicly noticed meeting to submit a school improvement plan for approval by the Sponsor. The Sponsor shall have the authority to approve and monitor the School's development and implementation of any school improvement plan during the following school year as outlined in Rule 6A-1.099827, Florida Administrative Code. The Sponsor may also consider any action recommended by the Florida Board of Education as part of any school improvement plan.

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Section 3.F.2.a: **Corrective Actions:** If the School fails to improve its student performance from that of the year preceding implementation of a school improvement plan, the Sponsor shall require the School to take one or more of the corrective actions specified in Rule 6A-1.099827, Florida Administrative Code. Such corrective actions shall remain in effect until the School improves its student performance from the year prior to the implementation of the school improvement plan. Correction actions may include those specified in Rule 6A-1.099827, Florida Administrative Code, as amended from time to time.

Section 3.F.2.a.1: Contract for educational services to be provided directly to students, instructional personnel, and school administrators, as follows:

a. The School may select a state approved provider of Supplemental Education Services, pursuant to Rule 6A-1.039(20)(f), Florida Administrative Code to provide services to students.

b. The School may select an Education Management Organization or Academic Management Organization to provide services to the Schools students, teachers, and administrators, including services such as, but not limited to, instructional coaching, curriculum review and alignment, and data literacy.

Section 3.F.2.a.2: Contract with an outside entity that has a demonstrated record of effectiveness to operate the School;

Section 3.F.2.a.3: Reorganize the School under a new director or principal who is authorized to hire new staff;

Section 3.F.2.a.4: Voluntarily close.

Section 3.F.2.b: **School Improvement Plan Implementation Meetings:** When a school improvement plan is under implementation, the School's principal/director and a representative of the School's Governing Board shall appear at a publicly noticed meeting before the Sponsor's at least once per year to present information regarding the corrective actions that are being implemented by the School in accordance with the school improvement plan.

Section 3.G: **State Student Performance Requirements:** The School will be accountable for meeting the state's student performance requirements as delineated in State Board of Education Rule 6A-1.09981, Florida Administrative Code - *School District Accountability*, based on Sections 1001.02, 1008.33, and 1008.345, Florida Statutes.

Section 3.H: **Annual Accountability Report:** The School shall submit an Annual Accountability Report to the Sponsor by the date specified by the State each year during the term of this Charter School Agreement as required by Section 1002.33, Florida Statutes. The Accountability Report will be in accordance with the School's governing laws and rules and any Accountability Plan Guidelines adopted by the Sponsor. This Annual Accountability Report shall

be prepared pursuant to statutory requirements which shall include, but not be limited to, comparative student performance data and information required by Section 1008.345, Florida Statutes. In preparing this report, the School agrees to utilize data provided through its participation with the Sponsor pertaining to admissions, registration and student records. After verification of the School's Annual Accountability Report, the Sponsor shall forward it to the Florida Commissioner of Education at the same time as other annual school accountability reports are submitted. The School's Annual Accountability Report shall include at least the following information:

Section 3.H.1: The School's progress toward achieving the goals outlined in this Charter School Agreement;

Section 3.H.2: Student achievement performance data, including the information required for the annual school report and education accountability pursuant to Sections 1008.31 and 1008.345, Florida Statutes;

Section 3.H.3: Financial records of the School, including, but not limited to, revenues and expenditures, at a level of detail that allows for analysis of the ability to meet financial obligations and timely repayment of debt, and audited financial statements;

Section 3.H.4: Documentation of facilities in current use and any planned facilities for use by the School for instruction of students, administrative functions, or investment purposes; and

Section 3.H.5: Descriptive information about the charter school's personnel, including salary and benefit levels of the school employees, the proportion of instructional personnel who hold professional or temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field.

Section 3.I: **Sponsor's Charter School Analysis:** Pursuant to law and upon verification of the School's Annual Accountability Report, the Sponsor will provide to the Florida Commissioner of Education an analysis and comparison of the overall performance of the School's students. The parties agree that the Sponsor will utilize results from the state and district required assessment programs referenced in this Charter and the data elements to be included in the aforementioned Annual Accountability Report required by law from the School.

Section 3.J: **Reading Plan:** The School agrees to adopt and implement, the Sponsor's K-12 Comprehensive Research-Based Reading Plan (CRRP) unless it has chosen to "opt-out" and use an alternate Sponsor-approved core reading plan. If the school chooses to opt-out of the Sponsor's K-12 CRRP, it shall provide to the Sponsor an alternative Research-Based Comprehensive Reading Plan in the format required by the Sponsor for review and approval no later than 90 (ninety) days prior to the first day of school. The School has agreed to opt-into the Sponsor's K-12 CRRP. Any change of election shall require an amendment to the charter agreement.

ARTICLE 4: STUDENTS

Section 4.A: **Eligible Students:** The School shall enroll all eligible students in accordance with Section 1002.33(10), Florida Statutes, up to the maximum school enrollment capacity approved by the Sponsor of 750 students through its approval of this Agreement. The School shall not be eligible for or receive funds for enrollment beyond the maximum enrollment capacity provided herein. The parties agree that the approved school minimum enrollment capacity is 125 the minimum enrollment that will support the School's operations at an adequate level under its approved budget. If the School fails to achieve the minimum school enrollment capacity as provided herein by the October FTE reporting period, such shall be considered good cause for termination or non-renewal for failure to meet generally accepted standards of the school management as provided in Section 1002.33(8)(a)(2), Florida Statutes, unless the School provides the Sponsor a revised and balanced budget within sixty (60) days of the October FTE reporting period. A student may not be transferred by the School to another charter school or district school except upon the prior written consent of the student's parent/guardian or of the student (if an adult). The School agrees that any transfer or withdrawal of students shall be conducted in accordance with the Sponsor's student transfer and withdrawal policies and procedures. Parents may withdraw a student from the School at any time. In such event, the student shall either return to the student's regularly assigned district school or to another school with an appropriate program.

Section 4.A.1: **School Community:** The parties agree that the community to be served by the School is described in the School's Application (**Appendix 1**). However, in no event shall any eligible student, as defined by Section 1002.33(10), Florida Statutes, be denied enrollment unless the School has attained its maximum school enrollment capacity.

Section 4.B: **Grades Served:** The School shall enroll students in those grades specified in its Approved Application (Appendix 1). A state designated high-performing charter school may expand grade levels as outlined in Section 1002.331, Florida Statutes.

Section 4.C: **Class Size:** To the extent that such provisions and laws are legally applicable to charter schools, the School shall comply with the requirements pertaining to what is commonly referred to as the "Class Size Amendment," which is presently codified at Section 1, Article IX of the Florida Constitution and at Section 1003.03, Florida Statutes, together with other related and applicable statutes and administrative regulations issued by the Florida Department of Education (FLDOE), as may be amended from time to time. Any penalties imposed for Noncompliance with this provision shall be borne upon the School and the School shall immediately indemnify the Sponsor for any penalties imposed upon the Sponsor as a result of the School's noncompliance with this provision.

Section 4.D: **Annual Projected Enrollment:** The School shall provide to the Sponsor its projected FTE enrollment for the next school year by no later than March 31st of the current school year during the term of this Charter.

Section 4.E: **Annual Capacity Determination:** Any change in the School's approved maximum school enrollment capacity must be achieved through the amendment of this Charter. If a change in its maximum school enrollment capacity is desired for an upcoming school year during the term of this Charter, the School must provide notice to the Sponsor of the proposed

change in school enrollment capacity and the facts supporting that request no later than February 28 prior to the school year in which the increased capacity is requested. The Sponsor shall consider the provisions of Section 1002.33(10), Florida Statutes, when determining whether to approve a requested change in school enrollment capacity. Modification of the contract capacity shall not exceed the maximum capacity established by any applicable certificate of occupancy, certificate of use, fire permit or applicable provision of Article IX, Section 1 of the Florida Constitution or any other law or rule that is applicable to the School. Those schools designated as High Performing shall be subject to the requirements of Section 1002.331, Florida Statutes

Section 4.F: **Admissions and Enrollment Plan:** The School will be responsible for its enrollment process and shall admit and enroll students residing in the school district in accordance with Section 13C of the School's Application (**Appendix 1**) and Section 1002.33(10), Florida Statutes. Pursuant to Section 1002.33(10)(e), Florida Statutes, the School may limit enrollment to target specific student populations. Students who are at-risk of academic failure, as defined in Florida Statutes, may be an enrollment priority of the School. Informational meetings will be held by the School to inform interested parents/guardians of the mission of the School, the registration process, and required contractual obligations. The School will provide this information to parents/guardians in English as well as in other languages (e.g., Spanish, Haitian-Creole).

Section 4.F.1: **Student Eligibility and Enrollment Preferences:** The School agrees to enroll an eligible student by accepting a timely application, unless the number of applications exceed the stated capacity of the School, class, grade, level or building as agreed to in **Appendix 1**. In such case, all applicants shall have an equal chance of being admitted through a random selection process. In future years, the time frame for accepting applications shall be mutually agreed to by the Sponsor and the School. The School's enrollment plan shall comply with the following eligibility and enrollment considerations:

Section 4.F.1.a: **Equal Enrollment Opportunities:** Students requiring services from an Exceptional Student Education program as well as students requiring services from English for Speakers of Other Languages (ESOL) programs shall have equal opportunities of being selected for enrollment in the School. The School agrees to enroll any eligible student who submits a timely and completed application. However, if the number of applications exceeds the capacity of a program, class, grade level, or building all eligible applicants shall have an equal chance of being admitted through a random selection process that complies with Florida law and all applicable desegregation court orders, and/or settlement stipulations, Sponsor assignment plan/policies, voluntary school choice plans, and conditions relating to maintenance of appropriate student population that reflects the diversity of the community in which the School is located;

Section 4.F.1.b: **Enrollment for Conversion Schools:** In the event the School is operating as a conversion charter school, the School agrees to give enrollment preference in accordance with Section 1002.33(10)(c), Florida Statutes to students who would have otherwise attended that public school, however, parents or students may request non-participation and receive assignment to another public school through the Sponsor;

Section 4.F.1.c: **Community Diversity:** The School agrees that it will implement the strategies contained in **Appendix 1** to achieve and maintain a student population reflective of the diversity of the community the School serves, as defined above;

Section 4.F.1.d: **Enrollment Preferences - Siblings and Employees' Children:** The School acknowledges that it may give enrollment preference to eligible siblings of students enrolled in the School, to the child of an employee of the School, to the child of a member of the governing board of the School or to any other student as authorized by Florida law; and

Section 4.F.1.e: **Enrollment Preferences – Same Household:** The School acknowledges that it may give enrollment preference to students living in the same household with an accepted/attending student (e.g., foster home, foreign exchange student) subject to the provision of appropriate documentation to support such student eligibility.

Section 4.G: **Maintenance of Student Records:** The Sponsor agrees to cooperate with the School to provide cumulative folders and permanent records, including IEPs for Exceptional Students. The School shall maintain both active and archival records in Broward County, Florida, for current and former students in accordance with Florida Statutes. The School will maintain both active and archival records for current/former students in accordance with applicable federal and state laws. The Sponsor will assist the School in establishing appropriate record formats.

Section 4.G.1: **Cumulative Folders/Permanent Records:** All cumulative folders and permanent records of students leaving the School to attend a district school and all cumulative folders and permanent records of students leaving a district school to attend the School will be forwarded to the receiving school immediately upon request. Neither the School nor the Sponsor shall delay the transfer of records due to the lack of or a pending parent/student exit conference;

Section 4.G.2: **Records Upon Out-of-District Transfer:** All cumulative folders and permanent records of students leaving the School to attend a school other than a district school will be copied and forwarded to the receiving school. The original cumulative folder and permanent record of the student will be filed with the School's inactive student records and transferred to the Sponsor in accordance with applicable federal and state law.

Section 4.G.3: **Records Upon Other Transfers:** All cumulative folders and permanent records of students leaving the School for any reason, other than above, will be filed with the School's inactive student records and transferred to the Sponsor in accordance with applicable federal and state law;

Section 4.G.4: **Records Transfer to Sponsor:** All permanent (Category A) records of students leaving the School, whether by graduation, transfer to Sponsor's district schools, or withdrawal to attend another school, will be transferred to the Sponsor in accordance with applicable law. All records of student progress (Category B) will be immediately transferred to the appropriate recipient school, without exception, if a student withdraws to return to one of Sponsor's district schools or to another school system. The School may retain copies of the academic records created during a departing student's attendance at the School.

Section 4.G.5: **Inactive Student Records:** All inactive student records shall be maintained and archived by the school in accordance with Rule 6A-1.055, Florida Administrative Code. The School shall maintain pupil attendance records in the manner specified in Rule 6A-1.044, Florida Administrative Code; and

Section 4.G.6: **Annual Report of Student Records:** A report from the School will be forwarded to the Sponsor's Charter Schools Management/Support Department prior to July 1 of each year of the term of the Charter listing all students enrolled during the school year, and the disposition of each student's cumulative folder and permanent record, i.e., stored on site, transmitted to the Sponsor or other disposition, if appropriate.

Section 4.G.7: **Confidentiality of Student Records:** The School shall ensure that all student records are kept confidential as required by applicable federal and state laws including but not limited to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g) and Florida Statutes 1002.22 and 1002.221), the Sponsor has the right with reasonable notice, if it has a legitimate educational interest to review any and all student records maintained by the School including, without limitation, records pertaining to students in the Exceptional Student Education or English for Speakers of Other Languages (ESOL) programs at the School.

Section 4.H: **Exceptional Student Education:** Students enrolled in the School who are eligible to receive Exceptional Student Education services shall be provided a free appropriate public education by the School in accordance with this Charter, applicable federal and state laws and applicable administrative rules adopted by the Florida Board of Education. Students with disabilities will be educated in the least restrictive environment as outlined in the district's Special Policies and Procedures for Exceptional Students.

Section 4.H.1: **Non-Discriminatory Policy:** The School shall adopt a policy providing that it will not discriminate against students with disabilities who are served in Exceptional Student Education (ESE) programs and students who are served in English for Speakers of Other Languages (ESOL) programs; and that it shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes (The Florida Education Equity Act). The School shall guarantee that its admissions policies shall be nonsectarian. The School shall adopt and implement a non-discriminatory policy regarding placement, assessment, identification, selection, and admission of disabled students. The School will not request a copy of a student's Individual Education Plan (IEP) nor any other student information from the parent or any other source prior to the student's completion of the application process, nor shall the School access such student information on the Sponsor's student information system prior to admission of the student. The School's enrollment application will not include questions concerning a student's IEP or need for special services. Upon receiving the application for enrollment of a student with a disability, the School will convene a meeting with individuals knowledgeable about the student to evaluate the student's individual needs and determine whether the student can be provided a free, appropriate public education by the School.

Section 4.H.2: **Sponsor's Responsibilities:** The Sponsor will have the responsibility of conducting the psychoeducational evaluation of students referred for potential

placement within exceptional student education in accordance with federal and state mandates. The School agrees that the Sponsor will perform psychoeducational evaluations of students initially referred for placement within exceptional student education without fee. The School will be billed for those services not covered by the administrative fee at the actual cost of these services. The School may obtain independent evaluations of students at the School's expense. These evaluations may be considered in determining eligibility but will not necessarily substitute for an evaluation conducted by the Sponsor's district personnel in a manner and timeframe consistent with that of all other schools in the district. The Sponsor will monitor the School for ESE compliance with applicable federal, state and local policies and procedures.

Section 4.H.3: **The School's Responsibilities:** The School shall make a continuum of alternative placements available to students with disabilities. Students with disabilities enrolled in the School shall be provided, at the School's expense, with programs implemented in accordance with federal, state and local policies and procedures, (or other State approved procedures) and, specifically, the Individuals with Disabilities Education Improvement Act (IDEIA), Section 504 of the Rehabilitation Act of 1973, 1000.05, 1003.57, 1001.42(4)(l), and 1002.33, Florida Statutes, Chapter 6A-6 of the State Board of Education Administrative Rule and Sponsor's Special Policies and Procedures for Exceptional Students. The School will be responsible, at its expense, for the delivery of all educational and related services indicated on the student's Individual Education Plan (IEP). Related services (e.g., speech/language therapy, occupational therapy, physical therapy, and counseling) must be provided by the School's staff or paid for by the School through a separate contract. Gifted students shall be provided with programs implemented in accordance with state and local policies and procedures, federal and state laws, and Chapter 6A-6 of the Administrative Rules adopted by the Florida Board of Education. The School will be responsible for the delivery of all educational services indicated on a student's educational plan.

Section 4.H.3.a: **IEP Meetings.** The School will develop an Individual Education Plan (IEP) and conduct an IEP meeting with the student's family for each exceptional student enrolled in the School. The School will utilize all of the Sponsor's forms and procedures related to ESE eligibility, IEP and placement process procedures. The School will invite the Sponsor to participate in all IEP meetings (including initial staffing and annual IEP review meetings) at the School and will provide the Sponsor at least two (2) weeks prior notice of such meetings accompanied by a copy of the Parent Participation Form, by mail or given in person. If it is determined by an IEP committee that the needs of a student with disabilities cannot be met at the School, the School and Sponsor will take steps to secure another placement for the student in accordance with federal and state mandates. The School's staff will work together with the Sponsor's personnel to ensure that the needs of these students are met. The School's staff will work closely and as early as possible in the planning/development stages, with Sponsor staff to discuss the services needed by the School's students with disabilities.

Section 4.H.3.b: **Least Restrictive Environment:** Except as otherwise provided by the provisions of Section 2.E contained hereinabove, students with disabilities enrolled in the School will be educated in the least restrictive environment and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. As it is the School's goal to place students in an environment where they can best flourish, those students

whose needs cannot be adequately addressed at the School will be appropriately referred; and the School's staff will work together with the Sponsor's personnel to ensure that the needs of these students are met. However, it is the School's obligation, and not that of the Sponsor or student's boundaried school, to provide all appropriate services to ESE students.

Section 4.H.3.c: **Procedural Measures:** As early as possible in the planning/development stages, the School's staff will work closely with the Sponsor's staff to discuss the needed services (including all related services and programs) of the School's students with disabilities. Parents of students with disabilities will be afforded procedural safeguards in their native language, which safeguards will include the areas of notice and consent, independent educational evaluations, confidentiality of student records, due process hearings, and surrogate parents.

Section 4.H.3.d: **Federal and State Reports:** Unless otherwise exempted by Chapter 1002, Florida Statutes, the School will complete federal, state and any other reports deemed necessary in accordance with the time-lines and specifications of the Sponsor and the State Department of Education.

Section 4.H.3.e: **504 Students:** The School will provide reasonable accommodations to students with a physical or mental impairment which substantially limits a major life activity, if and to the extent required to enable such students to have an opportunity to be successful in their educational program equal to that of their non-disabled peers. The School shall prepare a 504 Accommodation Plan for all such students who do not have an IEP, in accordance with Section 504 of the Rehabilitation Act and its implementing regulations.

Section 4.H.4: **Due Process Hearings:** The School shall be liable to Sponsor for all damages, attorney's fees and costs awarded against the Sponsor relating to an alleged violation by the School of federal and/or state laws related to the education of students with disabilities, including, without limitation, formal complaints, due process hearings, mediations or other court proceedings, relating to Section 615 of the Individuals with Disabilities Education Improvement Act or Section 504 of the Rehabilitation Act of 1973 and School shall be liable for all attorney's fees and costs incurred by the Sponsor in its defense of any claims. The School shall not be obligated to Sponsor under this subsection for any damages, attorney's fees and costs awarded in favor of a student with disabilities due to Sponsor's violation of federal and/or state laws related to the education of students with disabilities, including, without limitation, formal complaints, due process hearings, mediations or other court proceedings, relating to Section 615 of the Individuals with Disabilities Education Improvement Act or Section 504 of the Rehabilitation Act of 1973 or for any costs and attorney's fees incurred by Sponsor in defending a claim that resulted in such an award. All expenses, cost and attorney's fees owed to the Sponsor based on this Section shall be reimbursed by the School within thirty (30) days of the submission of a written invoice to School by the Sponsor.

Section 4.H.5: **English Language Learners:** Students enrolled at the School who are identified as limited English proficient, will be provided with primary instruction in English by personnel who will follow the Sponsor's District Plan for English Language Learners and who either (a) hold a currently-valid State of Florida educator's certificate showing the ESOL subject area or the ESOL endorsement or (b) hold a currently-valid State of

Florida educator's certificate in another area of certification, have been approved by the School's Board of Directors to teach in this capacity, and who complete the required in-service training in ESOL in the prescribed time frame per the State Department of Education rules and regulations provided by the school district in compliance with the *LULAC, et al. v. State Board of Education* Consent Decree. The School will meet all the requirements of the Consent Decree entered in *LULAC, et al. v. State Board of Education* and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor's current ELL plan, as approved by the State Board of Education, including the utilization of all forms and documents in-both the Sponsor's current ELL plan, which may be amended from time to time, as well as any district department handbooks, manuals and guidelines used for the process of identifying and classifying ELL students and for the provision of implementation of ESOL services to meet the needs of English Language Learners (ELLs).

Section 4.I: **Dismissal Policies and Procedures:** The School agrees to dismiss students as described in Sponsor's School Board Policy, within this Charter, and in the appropriate Section of the School's Application (**Appendix 1**). The School agrees to maintain a safe learning environment at all times. The School shall comply with Florida state law and will adopt and follow the Sponsor's Code of Student Conduct, as may be modified by the Sponsor from time to time, for the School's students of the same grades promulgated by Sponsor. Any policies developed by the School to implement the Code of Student Conduct shall be in accordance with the Florida State Board of Administration Rules, federal and state laws and regulations, and federal and state court decisions. The School's board of directors, in coordination with the Principal, shall recommend expulsions to the Sponsor. However, the Sponsor has the ultimate authority in cases of student expulsion. If the School is considering removal of a student from attendance, the School will inform the Sponsor of its intention and share information concerning the basis for considering removal. If the student's actions lead to recommendation for assignment to an alternative school or expulsion from the Sponsor's district, the School will cooperate in providing information and testimony needed in any legal proceeding. Students will be assigned to an alternative school only through the process established by the Sponsor's Board Policy, and will be expelled from the Sponsor's district only if approved by the Sponsor's School Board. Students with disabilities will be disciplined only in accordance with requirements of the Individuals with Disabilities Education Improvement Act and Rehabilitation Act and the Sponsor's Exceptional Student Education Policies and Procedures (SP&P). If a student has been recommended for expulsion for commission of an expellable act as defined by the Sponsor's policy and the student is withdrawn from the School by a parent/guardian, the student may be denied enrollment in a district school by Sponsor or may be assigned to an appropriate expulsion abeyance program in accordance with Sponsor's policies. The School may not withdraw or transfer a student involuntarily unless the withdrawal or transfer is accomplished through established procedures mutually agreed upon in this Charter or through the Sponsor's applicable policies for student withdrawal.

Section 4.I.1: **Corporal Punishment:** The School agrees that it will not engage in the corporal punishment of its students.

Section 4.J: **Extracurricular Student Activities:** Students at the School shall be eligible for participation in extracurricular activities and athletic opportunities at the School in the same manner as other schools in the school district to the extent such programs or sports are

offered. Nothing herein prohibits the School from imposing stricter requirements for participation in extracurricular activities. Students at the School will be eligible to participate in interscholastic extracurricular activity at the district school to which the student would be assigned according to Sponsor's policies and the rules of the Florida High School Athletic Association (FHSAA), unless such activity is provided at the School, so long as the School student meets the requirements of 1006.15, Florida Statutes. All such students will be assigned to a district school for extracurricular activities through the Sponsor's student assignment office. The Sponsor agrees to support the School in its efforts to recognize student accomplishments. Such support shall include, but not be limited to, district competitions, district recognition programs and district scholarship programs. If there are any costs not paid for or reimbursed by the State, then the School shall pay its pro rata share of the costs of such recognition programs.

Section 4.K: **Enrollment - Health, Safety & Welfare:** Enrollment at the school is subject to compliance with the provisions of Section 1002.33, Florida Statutes, concerning school entry health examinations and immunizations. The school agrees to comply with the Federal Gun Free Schools Act of 1994 and any other applicable state and/or federal law pertaining to the health, safety and welfare of students.

ARTICLE 5: FINANCIAL ACCOUNTABILITY

Section 5.A: **Revenue - Basis for Student Funding:** The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a school in the Sponsor's district. The basis for the funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided in Section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's district current operating discretionary millage funds, divided by the total funded weighted full-time equivalent students (WFTE) in the Sponsor's district, multiplied by the WFTE of the School, less the statutory five percent administrative fee. The School shall receive one hundred percent (100%) of the Merit Award Program funds awarded to the School pursuant to Section 1012.225, Florida Statutes.

Section 5.A.1: **Student Reporting:** The School agrees to report to the Sponsor its student enrollment as provided in Section 1011.62, Florida Statutes, and, in accordance with the definitions contained in Section 1011.61, Florida Statutes, at the agreed-upon intervals and using the method used by the Sponsor's district when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment. In addition, for each year of the term of this charter, the School will submit the projected full-time equivalent student membership of the School to the Sponsor by the day required by the Sponsor in April prior to the new school year. The Sponsor will also provide training for the School's personnel in the use of designated district applications necessary to respond to the legislative requirements of Section 1008.345, Florida Statutes, including the annual report and the state required assessment program.

Section 5.A.1.a: **Retention of Attendance Records:** The School will retain the records documenting students' attendance, absences, and tardiness as required by applicable laws. These documents may include, but not limited to, teachers' daily attendance records, the absentee record, documentation of any changes to the absentee record, absentee slips, and any

electronic absentee records. These records should be retained in accordance with the retention schedule published by Florida Department of State, Division of Library and Information Services, "General Records Schedule GS7 For Public Schools, Pre-K-12 and Adult And Career Education".

Section 5.A.2: **Distribution of Funds Schedule:** The Sponsor shall disperse the funds specified in this Article to the School in a timely and efficient manner. Timely distribution of funds to the School shall begin in July (insert year) on a monthly basis. Until the Sponsor has conducted an official enrollment count, the monthly payments will be based on the School's prior year FTE student membership. Thereafter, the results of student enrollment counts and FTE membership surveys will be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year. The Sponsor shall pay the School one-twelfth of the available funds less administrative fee as defined in Section 1002.33(20)(a), Florida Statutes within ten (10) working days of receipt by the Sponsor of a distribution of State or local funds. If payment is not made within ten (10) working days after receipt of funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the scheduled disbursement, interest at the rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration for the ten (10) day period until such time as the payment is made.

Section 5.A.2.a: **Disbursement at Start of New Charter School** Pursuant to Section 1002.33(17), Florida Statutes: "For the first 2 years of a charter school's operation, if a minimum of 75 percent of the projected enrollment is entered into the sponsor's student information system by the first day of the current month, the district school board shall distribute funds to the school for the months of July through October based on the projected full-time equivalent student membership of the charter school as submitted in the approved application. If less than 75 percent of the projected enrollment is entered into the sponsor's student information system by the first day of the current month, the sponsor shall base payments on the actual number of student enrollment entered into the sponsor's student information system. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year." In no event shall monthly payments begin until the School has secured at least temporary facility approval from the appropriate licensing authority and has presented the same to the Sponsor. The Sponsor will determine the School's actual state fundable FTE using Florida Department of Education FTE reports and will make monthly payments to the School based on those reports and the most recent calculation of FEFP revenue, less payments received, less the district administrative fee, with the balance due divided by the remaining months in the fiscal year. Payment shall be on a monthly basis.

Section 5.A.3: **Adjustments:** Total funding for the School shall be recalculated during the year to reflect the revised calculations under the FEFP by the State and the *actual* unweighted and weighted FTE students reported by the School during the full-time equivalent survey periods designated by the Commissioner of Education. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State arising as a result of any errors or omissions for which the School is responsible. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same. Should the Sponsor receive notice of an FTE funding adjustment which is attributable to error, misreporting or substantial noncompliance by the charter school, the sponsor shall deduct the

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amount of such adjustment from the charter school's FTE funding until the total amount of the FTE funding adjustment is recovered by the Sponsor. Such adjustment shall not exceed the fiscal year.

Section 5.A.4: **Millage Levy:** In accordance with the provisions of Section 1002.33(9)(l), Florida Statutes, the School agrees that it shall not levy taxes or issue bonds secured by tax revenues. However, nothing in this provision shall preclude a municipality from levying municipal taxes during a period in which the municipality is operating a charter school.

Section 5.A.5: **Holdback/Proration:** In the event of a state holdback or a proration which reduces funding, the School's funding will be reduced proportionately. In the event that the Sponsor's district exceeds the state cap for WFTE for any expenditure category of programs established by the Legislature, resulting in unfunded WFTE for the Sponsor's district, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE and the School's funding will be reduced to reflect its proportionate share of any unfunded WFTE. In addition, should the Sponsor receive notice of an FTE funding adjustment which is attributable to error or substantial noncompliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due the School. In the event that the assessment is charged near the end of or after the term of this Charter where no further payments are due the School, the Sponsor shall provide prompt notice to the School which shall refund the Sponsor the amount of the assessment within thirty (30) calendar days. The School will be responsible for an additional fee of one percent (1%) per month on the unpaid balance after thirty (30) days from the date of notice of such assessment.

Section 5.A.5.a: **Payment Withholding:** Distributions of FTE funds may be withheld without penalty of interest, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) calendar days overdue:

- i. the School's monthly or quarterly financial statements, or
- ii. the School's annual financial audit.

The Sponsor shall release, in full, any funds withheld under this provision within 10 (ten) calendar days of receipt of the documents whose absence resulted in the withholding of funds.

Section 5.A.6: **Categorical Funding:** If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of the categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, less the administrative fee permitted under Section 1002.33(20)(a), Florida Statutes. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the Sponsor for any impermissible expenditure, as established by State criteria, within thirty (30) days of notice of such expenditures.

Section 5.A.7: **Federal Funding:** In any programs or services provided by the Sponsor which are funded by federal funds and for which federal funds follow the eligible

student, the Sponsor agrees, upon adequate documentation that verifies student eligibility (e.g. approved free-and-reduced price meal applications) from the School, to provide the School with equivalent federal funds per eligible student if the same level of service is provided by the School, provided that no federal law or regulation prohibits this transfer of funds.

Section 5.A.7.a: **Title I:** Pursuant to provisions of 20 U.S.C. 8061 Section 10306, the Sponsor will always provide all federal funding for which the School is otherwise eligible, including Title 1 funding, not later than five (5) months after the School first opens or after a subsequent expansion of enrollment. Any Title I funds allocated to the School must be used to supplement the reading/language arts and mathematics services for eligible students participating in the Title I program and shall be spent in accordance with federal regulations. These students will be identified utilizing the Survey 3 conducted annually during the prior fiscal year. Any capital outlay item purchased with Title I funds must be identified and labeled for Title I property audits. Any equipment purchased with Title I funds, which is classified as Capitalized Audio Visual or Equipment, remains the property of Title I, and must be identified and labeled for Title I property audits. If the School accepts Title I funds, at least one percent (1%) the Title I funds budget must be spent in support of parental involvement activities. The School will ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards. The district and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards. The Sponsor agrees to timely notify the School of all dates and other information regarding reporting of student data, calendar of district in-service opportunities, and other dates and information pertinent to the School's compliance with this Charter.

Section 5.A.7.b: **IDEA:** The IDEA portion of the IDEA appropriation will remain with the Sponsor to provide training as required by IDEA guidelines. The School may participate in IDEA training offered by the Sponsor at no cost. The Sponsor agrees to timely notify the School of all dates and other information regarding reporting of student data, calendar of district in-service opportunities, and other dates and information pertinent to the School's compliance with this Charter.

Section 5.A.8.c: **Federal or Other Grants:** The Sponsor agrees to support the School in its efforts to secure grants by timely processing and submitting all documentation prepared by the School and necessary for the Schools competition for grants and other monetary awards, including but not limited to Federal Start-up Grant and Dissemination Grant. When the funding source requires that the Sponsor serve as the fiscal agent for a grant, the School shall, prior to generating any paperwork to the funding agency, notify the Sponsor in writing of its intent to submit a grant application and attach grant application guidelines. If the Sponsor develops a district-wide grant, the School may be included in the district proposal, if mutually agreed to by the School and the Sponsor. The Sponsor shall not agree to such participation unless the School specifically agrees to all terms, conditions, and requirements of the grant. If the School fails in any material respect to comply with said terms, conditions, and requirements, the School shall be solely responsible and liable for any consequences. When a charter school elects to participate in a district-wide grant prepared by the Sponsor's staff or when grant proposals are developed by district staff using student or School counts that include the

students of the School, dollars and/or services distributed via grant funds will be provided to charter schools in the same manner as traditional public schools.

Section 5.A.9: **Other Funding Sources:** The Charter School may secure funding from private foundations, corporations, businesses and/or individuals.

Section 5.A.10: **Charter School Capital Outlay Funds:** Section 1013.62, Florida Statutes, provides procedures and guidance for the distribution of capital outlay funds appropriated to Florida's public charter schools. Capital Outlay plans must be submitted to the FLDOE in the format and manner prescribed by the state. The Sponsor will review and verify the information uploaded to the FLDOE. The state determines approval of the School's Capital Outlay Plan. Each Capital Outlay plan must contain a written list specifically enumerating the proposed capital expenditures. Sales contracts, construction contracts, purchase orders, leases, lease-purchase agreements, rental agreements or bills of sale will be accepted by the Sponsor to document the School's expenditure of capital outlay funds. A copy of the previous year's annual audited financials must be submitted with a Capital Outlay plan as well as any other supporting documentation that verifies that the charter school qualifies for capital outlay funds. Conversion charter schools are ineligible for capital outlay funding allocations. After the Sponsor's certification of a Capital Outlay plan submitted by the School, the Sponsor shall deliver any public capital outlay funds [hereafter "CO Funds"] that are allocated and prorated to the School by the Commissioner of Education within ten (10) days of the delivery of such funds to the Sponsor by the Commissioner of Education. The property and/or improvements purchased by the School using the CO Funds and any unencumbered CO Funds shall be subject to reversion to the Sponsor pursuant to Sections 1002.33(8)(e) and 1013.62(3), Florida Statutes, and shall automatically revert to full ownership by Sponsor, subject to complete satisfaction of any other lawful liens and encumbrances, upon: (a) the termination or non-renewal of this Charter, or (b) the material breach of this Charter by the School. Any property and improvements, furnishings and equipment purchased without CO Funds or public funds for the School which have not been reimbursed by CO Funds or public funds shall be property of the School should the Charter terminate or not be renewed. However, ownership of an asset shall revert to the Sponsor in the event of termination or non-renewal of this Charter if the School's accounting records fail to clearly establish whether a particular asset was purchased with CO Funds or public funds or from another funding source. Except as otherwise provided herein and except for any interest conferred upon the Sponsor by applicable law or this Charter and except for other lawful liens or encumbrances, the School shall not rent, hire, or lend any of the property and/or improvements purchased with CO Funds. The Sponsor acknowledges that the facilities leased with CO Funds may be leased by the School for community and educational services for use when School is not in session. If the School leases such facilities to third persons as provided herein, any funds paid pursuant to such lease shall be the property of the School. The parties agree that a failure to satisfy the obligations imposed by this section shall constitute a material breach of this Charter and good cause for its termination. The School shall provide Sponsor's Accounting Department copies of invoices for the property and/or improvements purchased with CO Funds. The School shall provide Sponsor's Accounting Department lists of any property and/or improvements purchased with CO Funds that the School may subsequently propose to dispose of as surplus property. The property and/or improvements purchased by the School using CO Funds shall not be sold, transferred or encumbered, other than as provided herein, or disposed of by the School without obtaining the prior written consent of the Sponsor.

Section 5.A.11: **Information:** The Sponsor shall be entitled to inspection of the School's financial and pupil records upon request and reasonable notice. The School agrees that it will submit in a timely manner to the Sponsor all information pertaining to the charter school that is necessary for Sponsor to comply with Section 1010.20, Florida Statutes.

Section 5.A.12: **General Fixed Assets and Tangible Personal Property:** The School shall comply with all the requirements set forth in Florida Statutes and in the Florida Commissioner of Education's publication entitled *Financial and Program Cost Accounting and Reporting for Florida Schools* pertaining to general fixed assets and tangible personal property.

Section 5.A.13: **Access to Inventory:** The School agrees to allow the Sponsor reasonable access and the opportunity to review the inventory of public assets and records of such inventory. The inventory records should include; at minimum, the date of purchase, description of purchase, serial number of asset, cost of asset, funding source and current location of item.

Section 5.B: **Sponsor Administrative Fee:** The administrative fee calculated by the Sponsor shall be as defined in Section 1002.33(20)(a), Florida Statutes, not including capital outlay funds, federal and state grants, or any other funds, unless explicitly provided by law. The Sponsor shall not withhold an administrative fee from federal or state grants unless explicitly authorized by law. Funds from the reimbursement of any portion of the administrative fee to the school shall be used only for capital outlay purposes as specified in Section 1013.62(2), Florida Statutes. The Sponsor shall not withhold an administrative fee from capital outlay funds unless explicitly authorized by Florida law. The Sponsor shall provide those administrative and educational services specified in Section 1002.33(20)(a), Florida Statutes, to the School at no additional fee. These services shall include contract management services, FTE and data reporting, exceptional student education administration services, services related to eligibility and reporting duties required to ensure that school lunch services under the federal lunch program, consistent with the needs of the School, are provided by the school district at the request of the School; test administration services, including payment of the costs of state-required or district required student assessments; processing of teacher certificate data services, and information services, including equal access to student information systems that are used by public schools in the district in which the charter school is located as provided in Section 1002.33(20)(a), Florida Statutes. Access by the School to other services not required in Section 1002.33(20)(a), Florida Statutes, but available through the Sponsor, may be negotiated separately by the parties. Services requiring separately negotiated contract with Sponsor are unique to each charter and must be negotiated between the School and the Sponsor. Charges for such services under those contracts will be assessed upon reasonable notice at the following rate:

Hourly rate + proportional benefits of the Sponsor's personnel performing the service, times the number of actual hours beyond services that are regularly regarded as district level administrative services.

The Sponsor will invoice the School monthly for these services. The School shall issue payment no later than thirty (30) working days after receipt of an invoice. If a warrant for payment of an invoice is not issued within thirty (30) working days after receipt by the School, the School shall

pay to the Sponsor, in addition to the amount of the invoice, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the warrant is issued.

Section 5.C: **Restriction on Charging Tuition:** In accordance with the provisions of Section 1002.33(9)(d), Florida Statutes, the School agrees that it shall not charge any tuition or fees to students enrolled in an FEFP funded program in any grade through Grade 12.

Section 5.D: **Allowable Student Fees:** The School further agrees that it shall not charge fees except for those fees normally charged by other public schools.

Section 5.E: **Annual Budget:** The School shall provide the Sponsor with annual preliminary and official budgets in the format prescribed by the Sponsor. The budgets must include a revenue projection sheet, a detailed budget worksheet, and a summary budget.

Section 5.E.1: **Governing Board Approval Required:** Pursuant to Section 1002.33(9)(h), Florida Statutes, the School's Governing Board shall annually adopt and maintain an operating budget.

Section 5.E.2: **Date to Submit Budget to Sponsor:** During each year of this Charter, the tentative budget must be submitted to the School's Governing Board during the preceding school year. The official approved budget is to be submitted to the Sponsor by July.

Section 5.E.3: **Amended Budget:** In the event that the School's Governing Board approves an amended budget, a copy of the amended budget shall be provided to the Sponsor within ten (10) days of its approval by the School's Governing Board.

Section 5.F: **Financial Records, Reports and Monitoring:** The School shall utilize the standard state codification of accounts as contained in the most recent issue of the publication titled "Financial and Program Cost Accounting and Reporting for Florida Schools" (the "Red Book") as a means of codifying all transactions pertaining to its operations.

Section 5.F.1: **Access to Financial Records:** Upon reasonable request, the School will provide access to inspect and copy any and all financial records and supporting documentation including, but not limited to, the following items: monthly financial reports, cash receipts journals, cash disbursement journals, bank reconciliations, payroll records, general ledger account summaries and adjusting journal entries.

Section 5.F.2: **Fiscal Monitoring:** The parties agree that the Sponsor, upon ten (10) business days' notice, may make reasonable requests and the School shall provide, documents, including releases, on the School's financial operations beyond the monthly reports required by this Charter. Such reports shall be in addition to those required elsewhere in this Charter and be signed and approved by the chair of the School's Governing Board.

Section 5.G: **Maintenance of Funds:** Federal, state, and local funds shall be maintained by the School according to existing federal and state mandates and practices including, without limitation, any FEFP Guidelines pursuant to Section 1011.62, Florida Statutes. Separate

funds and bank accounts shall be maintained where required for federal funds and state and local funds.

Section 5.H: **Monthly Financial Reports:** Pursuant to Section 1002.33(5)(b)(1)(b), Florida Statutes, the School shall provide monthly financial reports to the Sponsor in the format as prescribed by the Sponsor, to be delivered to the Sponsor no later than the 25th day of the following month. Section 1002.33(5)(c) and (d), Florida Statutes, require the Sponsor to monitor the progress of the School towards meeting the goals established in the Charter and to monitor the revenues and expenditures of the School. The School shall provide a monthly financial statement to the Sponsor. The monthly financial statement shall be in a form and contain data as prescribed by the Department of Education as amended from time to time. The monthly financial statements shall be prepared in accordance with generally accepted accounting principles (GAAP) in the same manner as the School's annual financial reports, and presented along with the function/object dimensions prescribed in the Florida Department of Education publication titled *Financial and Program Cost Accounting and Reporting for Florida Schools*, the "Red Book." At the discretion of the charter school's governing board, a charter school may elect to follow generally accepted accounting standards for not-for-profit organizations. The monthly reports shall include a Balance Sheet, Statement of Revenue, Expenditures and Fund Balance, and Budget to Actual Report. The monthly financial reports shall specifically include, but not be limited to, an accounting of all public funds received and an inventory of the School's property purchased with such public funds as required by Sections 1002.33(9)(g), 274.02(1), and 69I-73.002, Florida Statutes, or successor statutes and rules. These monthly financial reports shall be cumulative. The statements shall have individual designations for each fund, including:

- Section 5.H.1: assets, liabilities, and fund balances for each fund type;
- Section 5.H.2: the original budget as approved by the School's Governing Board;
- Section 5.H.3: the current budget as approved by the School's Governing Board;
- Section 5.H.4: revenues and expenditures, year-to-date, vs. budget; and
- Section 5.H.5: budget to actual report.

Section 5.I: **Monthly Financial Data:** The School shall implement monthly reconciliation procedures of all bank accounts. A copy of each entire bank statement, copy of cancelled checks, detailed general ledger cash accounts and supporting documentation shall be available to the Sponsor for audit review, upon request.

Section 5.I.1: **High Performing Schools:** The School shall provide a monthly financial statement to the Sponsor unless the School is designated as a high-performing charter school pursuant to Section 1002.331, Florida Statutes, in which case the high-performing charter school may provide a quarterly financial statement.

Section 5.J: **Quarterly Financial Reports:** High-performing charter schools shall provide quarterly financial reports to the Sponsor as provided by Florida law and Section

1002.33(9)(g)3, Florida Statutes. For the purposes of this section, the quarterly reporting periods will be July/August/September; October/November/December; January/February/March; and April/May/June. The quarterly reports will be delivered to the Sponsor no later than the 25th day of the following month in accordance with the accounts and codes prescribed in the most recent issuance of the publication titled "Financial and Program Cost Accounting and Reporting for Florida Schools"; or at the discretion of the School's governing board, the School may elect to follow generally accepted accounting standards for not-for-profit organizations, but must reformat this information for reporting according to Section 1002.33(9)(g)1, Florida Statutes.

Section 5.K: **Evidence of Start-Up Funding:** Except for instances in which an existing Charter is renewed, the School provide to the Sponsor evidence of sufficient funds for start-up costs no later than 90 (ninety) days prior to the start of the initial school year to assure prompt payment of operating expenses associated with the opening of the School including, but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation costs, etc., for the beginning of the initial school year.

Section 5.L: **Property Inventories:** Pursuant to Rule 69I-73.002, Florida Administrative Code, the School will submit twice a year to the Sponsor a cumulative listing of all property valued over \$1,000 purchased with public funds (i.e., FEFP, grant and any other public-generated funds). Section 69I-72, Florida Administrative Code, requires the custodian of public funds to ensure a complete physical inventory of all property. The school should maintain a subsidiary ledger of property purchased with public funds as outlined in Section 69I-72.003, Florida Administrative Code, and have it available for review by the Sponsor. For the purpose of this section, the reporting periods will be December and June or upon written request of the sponsor.

Section 5.M: **Program Cost Report:** The School shall deliver to the Sponsor the School's Annual Program Cost Report for Charter Schools in the format as prescribed by the Florida Department of Education no later than August 15th of each year.

Section 5.N: **Annual Financial Audit:** At the School's sole expense, an annual audit of the School shall be conducted by a qualified, independent certified public accountant licensed to practice public accounting in the State of Florida and selected pursuant to the provisions and through the process of Section 218.391, Florida Statutes, and approved by the School's governing board, which approval shall not be unreasonably withheld, and shall be paid for by the School. The annual audits shall be performed in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and the Rules of the Auditor General, State of Florida. The annual audit shall be conducted in a manner similar to that required of the Sponsor's school district by Section 218.39, Florida Statutes, in compliance with federal, state and school district regulations showing all revenues received from all sources and all direct expenditures for services rendered and shall be provided to the Sponsor's Charter Schools Support Office by no later than September 30th of each year of the term of this Charter. The School's independently audited financial statements shall be included in this annual audit report. The annual audit reports shall be a complete presentation in accordance with generally accepted accounting principles including Management, Discussion and Analysis (MD&A). MD&A may be omitted from the audit with the consent of the Sponsor. The

School shall ensure that the annual audit reports comply with Chapters 10.800 and 10.850, Rules of the Auditor General, as applicable. The independent financial auditor shall report on the expenditure of the categorical funds. The School must comply with all provisions related to the submission of its audit report to the Auditor General including the response/rebuttal and corrective actions.

Section 5.N.1: **Annual Financial Audit: Distribution of Copies:** The findings shall first be reported by the auditor to the principal or administrator of the School and all persons serving on the School's Governing Board during an exit interview conducted within seven (7) days of the conclusion of the audit. Within fourteen (14) days of the exit interview, the auditor shall provide a final report to the School's entire Governing Board, the Sponsor, and the Florida Department of Education. If the audited financial statements reflect a deficit financial position, the auditor is required to notify the School's Governing Board, the Sponsor, and the Department of Education of such circumstances. The School shall ensure timely submission of its annual audit report to the Auditor General, pursuant to Section 218.39(1) and (8), Florida Statutes.

Section 5.N.2: **Additional Audits Required by Sponsor:** The Sponsor reserves the right to perform additional audits at Sponsor's expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary and appropriate pursuant to Section 1002.33(5)(b), Florida Statutes. The Sponsor has the right to review upon request all documentation pertaining to children with disabilities at the School.

Section 5.N.3: **Audited Financial Statements:** During each year of the term of this Charter, the School agrees to provide the Sponsor with the School's audited financial statements for the year ending June 30th. The audited financial statements shall be prepared in the format required by Governmental Accounting Standards Board Statement No. 34 Basic Financial Statements and Management's Discussion & Analysis for State and Local Governments and presented in the Sponsor's Comprehensive Annual Financial Report (CAFR). The CAFR format should be provided no later than September 30th of each year. The annual audited financial reports shall include a complete set of financial statements, management's discussion & analysis, and notes thereto prepared in accordance with Generally Accepted Accounting Principles accepted in the United States of America and a management letter resulting from the financial statement audit. The audited financial statements and related management letter shall be provided no later than September 30th of each year. Municipal charters shall submit the annual audits no later than December 31st of each year.

Section 5.O: **School's Fiscal Year:** The School's fiscal year shall be the same as that of the Sponsor during the term of this Charter and shall commence on July 1 and conclude on June 30.

Section 5.P: **State of Financial Emergency:** Financial audits that reveal a state of financial emergency as defined in Section 218.503, Florida Statutes, and are conducted by a certified public accountant or auditor in accordance with Section 218.39, Florida Statutes, shall be provided to the Governing Body of the School within seven (7) working days after finding that a state of financial emergency exists. The School shall comply with the requirements of Section 218.501, Florida Statutes, regarding fiscal responsibility. The School's auditor shall report such

findings in the form of an exit interview to the Chief Administrator/Principal of the School, and the Chair of the Governing Board, the Sponsor's Office of the Chief Auditor, and the Sponsor's Charter Schools Management/Support Department within seven (7) working days after finding the state of financial emergency or deficit position. Pursuant to Section 218.503, Florida Statutes, the final report shall be provided to the entire Governing Board, the Sponsor and the Department of Education within fourteen (14) working days after the exit interview.

Section 5.P.1: **Financial Recovery Plans:** If the School is found to be in a state of financial emergency by a certified public accountant or auditor, the School must comply with Florida Statutes and regulations governing Financial Recovery Plans, as amended from time to time and will submit a detailed Financial Recovery Plan with the Sponsor within thirty (30) days after receipt of the audit. Failure to timely submit a Financial Recovery Plan following a finding of financial emergency constitutes good cause to terminate this Charter. The Financial Recovery Plan submitted by the School to the Sponsor in response to a finding of financial emergency pursuant to Section 218.503, Florida Statutes, must address the specific audit findings and must also show how the School will meet its current and future obligations and be a financially viable entity within the time period specified in the approved Financial Recovery Plan. Each financial recovery plan will be prepared in accordance with guidelines established by the Florida Department of Education and shall prescribe actions that will resolve or prevent the condition(s) that constitute a financial emergency. The Financial Recovery Plan must specify dollar amounts or cost cuts, cost avoidance, and/or realistic revenue projections that will allow the School to correct the condition(s) that caused the School to be found in a state of financial emergency. The Financial Recovery Plan must include appropriate supporting documentation. The Financial Recovery Plan will be subject to review and oversight. The Commissioner of Education may require and approve a Financial Recovery Plan pursuant to Section 218.503, Florida Statutes. In such instances, the School's Governing Board shall be responsible for implementing any Financial Recovery Plan. In the event of a finding of financial emergency and submission of an acceptable Financial Recovery Plan pursuant to Section 218.503, Florida Statutes, the School shall provide periodic financial reports to the School's governing board and the Sponsor in a format sufficient to monitor progress toward achieving the Financial Recovery Plan. The Sponsor may choose to non-renew or terminate this Charter if the School fails to implement any required Financial Recovery Plan. The School shall provide periodic progress reports to the Sponsor regarding the Financial Recovery Plan upon request.

Section 5.Q: **Deteriorating Financial Condition:** In the event the School is identified as having a deteriorating financial condition as defined by Section 1002.345, Florida Statutes, the Sponsor shall conduct an expedited review of the School and the School and the Sponsor shall develop and file a Corrective Action Plan with the Florida Commissioner of Education in accordance with Section 1002.345, Florida Statutes.

Section 5.Q.1: **Corrective Action Plans:** The Governing Body of the School shall be responsible for performing the duties in Section 1002.345, Florida Statutes, including implementation of a Corrective Action Plan, which must be approved by the Sponsor. The School and Sponsor's Financial Recovery Committee will conduct meetings on an as needed basis as determined by the Sponsor to monitor progress upon any Corrective Action Plan.

Somerset Academy Village Charter Middle School #5002

Section 5.R: **Financial Management of School:** The School shall conduct fiscal management of the charter school's operations in accordance with the School's governing laws and rules, the provisions of this Charter, and all applicable federal, state and local policies.

Section 5.S: **Description of Internal Audit Procedures:** The School shall implement the internal audit procedures described in the School's governing laws and rules, the provisions of this Charter, and all applicable Sections of the School's approved Application (Appendix 1).

Section 5.T: **Other Government Reports:** The School shall provide the Sponsor with copies of all reports required to be filed with the Government of the United States and the State of Florida no later than one month after the due dates for such reports. Such reports shall include, but are not limited to, all payroll tax returns and any required filing related to the School's nonprofit status.

ARTICLE 6: FACILITIES

Section 6.A: **Facility Notification and Inspection:** The School shall comply with the provisions of this section governing facility notification and inspection.

Section 6.A.1: **Facility Location:** The School is located at: 225 NW 29th Street, Wilton Manors, Florida 33311.

Section 6.A.2: **District Inspection of Facility:** The School will be responsible for providing or hiring companies to perform inspections as required and forwarding results to the Sponsor. All facilities, including leased facilities, must be inspected annually by the local Fire Authority having jurisdiction. The Sponsor shall conduct annual site visits for the purpose of reviewing and documenting, as appropriate, compliance with applicable health and safety requirements. Other inspection agencies may include, without limitation: the Broward County Health Department to do inspections of the kitchens and related spaces; the Department of Labor and Employment to inspect for OSHA compliance. The School must show proof of the annual inspections at least ten (10) days prior to the first day of each year of operation.

Section 6.B: **Compliance with Building and Zoning Requirements:** The School shall comply with all applicable laws, ordinances, and codes of federal, state, and local governance, including the IDEA, the ADA, and Section 504 of the Rehabilitation Act. The School shall obtain all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by the local government or other governmental agencies, and copies shall be provided to the Sponsor.

Section 6.B.1: **Florida Building Code:** The School agrees to use facilities that comply with the Florida Building Code, or with applicable state minimum building codes pursuant to Chapter 553, Florida Statutes, as each are applicable, except for the requirements of the State Requirements for Educational Facilities (SREF).

Section 6.B.2: **Florida Fire Prevention Code:** The School agrees to use facilities that comply with the state minimum fire protection codes pursuant to Section 633.025, Florida Statutes, as adopted by the authority in whose jurisdiction the facility is located, including reference documents, applicable state and federal laws and rules.

Section 6.B.3: **Capacity of Facility:** At no time will the enrollment exceed the number of students approved in this Charter, the School's Application (**Appendix 1**) or permitted by zoning capacity and all applicable laws and regulations. The School shall not be entitled to monthly payments for students in excess of the School's enrollment capacity and the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use or Fire Permit (whichever is less). Payments may be withheld if the School's Certificate of Occupancy, Certificate of Use or Fire Permit has expired or has otherwise become invalid, until such defect has been cured. In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

Section 6.C: **Location:** The School agrees to provide the Sponsor with documentation regarding the School's property interest (owner or lessor) in the property and facility where the School will operate. If the School does not own the property and facility, the School must show proof of a signed lease before the initial opening day of class. For leased properties, the School shall obtain from the landlord, and provide to the Sponsor, an affidavit indicating the method by which the landlord is complying with the requirements of Section 196.1983, Florida Statutes, regarding charter school exemption from *ad valorem* taxes. Lessor and Lessee shall provide the Sponsor with a disclosure affidavit in accordance with Section 286.23, Florida Statutes.

Section 6.C.1: **Temporary Facility:** The School may only use a temporary facility when the facilities approved within this agreement are temporarily not suitable for student use under all applicable laws, ordinances, and codes of federal, state, and local governance. Approved use of a temporary facility for a period of more than sixty calendar (60) days will require the amendment of this Charter by the parties.

Section 6.C.2: **Relocation:** The School shall notify the Sponsor no less than ninety (90) days prior to any relocation. Any such relocation must be mutually agreed upon by both parties through the amendment of this Charter.

Section 6.C.3: **Additional Campuses:** The development by the School of additional campuses shall not be permitted under this Agreement. In the event that the School desires to construct and develop any additional campuses, the School shall be required to apply for and obtain a separate charter from Sponsor for each such new campus.

Section 6.C.4: **Shared Use of a Facility with Other Entities:** The School shall disclose to the Sponsor the identity of any entity with whom it will share the facility or space or share any temporary facility during the term of this Charter. The School shall disclose the names of the co-located entities to the parents of all students enrolled in the school annually in writing and will place the names of the other entities on its state mandated website.

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Section 6.C.5: **Entity Disclosure:** The School is co-locating with Somerset Village Academy (MSID# 5004) at 225 NW 29th Street, Wilton Manors, Florida 33311.

Section 6.D: **Prohibition to Affix Religious or Partisan Political Symbols, Statues, Artifacts on or About the Facility:** The School agrees not to affix any religious or partisan political symbols, statues, artifacts, etc., on or about the property and facilities where the School will operate.

Section 6.E: **Specific Requirements for Conversion Charter Schools or Schools Using a District-Owned Facility:** This Section is not applicable to this Charter.

Section 6.F: **Additions, Changes & Renovations:** The School must provide notice to the Sponsor of any proposed material additions, changes and renovations to be made to the educational facilities described in the original proposal. Such additional changes or renovated facilities may not be utilized for student activities until the Sponsor is provided copies of certificates of occupancy issued for such facilities and [if applicable] written approval obtained from the Broward County Traffic Engineering Department as to traffic control and pedestrian travel associated with said facilities. A “material addition, change or renovation” is defined as any improvement to real property that alters the square footage of the educational facility.

Section 6.G: **Disaster Preparedness Plan:** The School shall adopt the Sponsor’s Disaster Preparedness Plan or submit the School’s plan to the Sponsor for approval.

ARTICLE 7: TRANSPORTATION

Section 7.A: **Provision of Transportation by the School:** Transportation of charter school students shall be provided by the charter school consistent with the requirements of subpart I.E. of Chapter 1006, and Section 1012.45, Florida Statutes. The governing body of the charter school may provide transportation through an agreement or contract with the district school board, a private provider, or parents. The charter school and the sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the School. Any brochure, flyers or other multi-media and telecommunications information furnished/published by the School shall communicate that the School will provide transportation and the manner in which it will be made available to the School’s students. The School acknowledges that the McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11431, et. seq.) requires that each child of a homeless individual and each homeless youth be afforded equal access to the same free, appropriate public education as provided to other children and youths. At the request of the parent or guardian, the School will provide transportation for a homeless student. The School shall provide transportation for students with disabilities enrolled in the School. The rate of reimbursement to the School by the Sponsor for transportation will be equivalent to the reimbursement rate provided by the State of Florida for all eligible transported students.

Section 7.B: **Cooperation between Sponsor and School:** The School agrees that transportation shall not be a barrier to equal access for any student residing within a reasonable distance of the School as determined by the School’s transportation plan. The School may contract

with the Sponsor for student transportation services or with a Sponsor-approved private transportation firm, or with parents as provided for in section 1002.33(20)(c), Florida Statutes. If the School contracts with a Sponsor-approved private transportation firm, the School will provide the Sponsor the name of such firm as part of the School's final transportation plan.

Section 7.C: **Reasonable Distance:** The School shall be responsible for transporting all students in a non-discriminatory manner to and from the School who reside two or more miles from the School and are within a reasonable distance of the School, or who otherwise are entitled to transportation by law. The term "reasonable distance" shall be defined in accordance with Chapters 1000 through 1013, Florida Statutes, as amended from time to time and the standards and guidelines provided by the State Department of Education.

Section 7.D: **Transportation Safety Compliance:** The School shall demonstrate compliance with all applicable transportation safety requirements. Unless it contracts with the Sponsor for the provision of student transportation, the School is required to ensure that each school bus transporting the School's students meets applicable federal motor vehicle safety standards and other specifications. The School agrees to monitor the status of the commercial driver's licenses of each school bus driver employed or hired by the School (hereafter "School Bus Drivers") unless it contracts with Sponsor to provide such services. The School will provide the Sponsor, via the Transportation Department, with a copy to the Charter Schools Management/Support Department, an updated list each quarter of all School Bus Drivers providing commercial driver's license numbers, current license status and license expiration dates.

Section 7.E: **Failure to Comply:** Failure to materially comply with any local, state or federal rule or regulation concerning school transportation after notice and reasonable opportunity to cure, may constitute good cause for termination of this Charter School Agreement. Furthermore, the School shall promptly reimburse the Sponsor for any penalties incurred by the Sponsor as a result of the School's non-compliance. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State arising as a result of any errors or omissions for which the School is responsible. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same. Such adjustments shall not exceed the fiscal year.

ARTICLE 8: INSURANCE & INDEMNIFICATION

Section 8.A: **Indemnification of Sponsor by School:** Nothing contained in this Charter is intended to serve as a waiver of sovereign immunity of any rights or limits to liability provided by Section 768.28, Florida Statutes. To the extent permitted by law under Section 768.28, Florida Statutes, the School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

Section 8.A.1: the negligence, intentional wrongful act, misconduct or culpability of the School or of the School's employees or other agents in connection with and arising out of their services within the scope of this Charter;

Section 8.A.2: the School's material breach of this Charter or applicable federal or state law;

Section 8.A.3: any failure by the School to pay its employees, contractors, suppliers, subcontractors, or any other creditors;

Section 8.A.4: any failure by School to correct deficiencies found in casualty, safety, sanitation and fire safety inspections;

Section 8.A.5: the failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its members, officers, employees, subcontractors or others acting on its behalf;

Section 8.A.6: any professional errors or omissions, or claims of errors or omissions, by the School employees, agents, or by the School's governing board; or

Section 8.A.7: any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School.

Section 8.A.8: any penalties incurred by the Sponsor as a result of the School's noncompliance with Article 7 or reimbursements to the State arising as a result of any errors or omissions in data relevant to FTE funding for which the School is responsible;

Section 8.A.9: However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its directors, officers, employees, subcontractors, or others acting on its behalf other than the School, its directors, officers, employees, subcontractors and suppliers.

Section 8.B: **Defense of Claims against the Sponsor:** The School agrees to defend any and all such action using competent counsel, selected by the School, subject to Sponsor's approval, which shall not be unreasonably withheld.

Section 8.C: **Indemnity for Professional Liability:** The School's duty to indemnify the Sponsor for professional liability as insured by the School Leaders Errors and Omissions policy described in this Charter shall continue in full force and effect notwithstanding the expiration, non-renewal or early termination of this Charter with respect to any claims based on facts or conditions which occurred prior to termination. The School's Errors and Omissions limitation on post-termination claims of professional liability shall not impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.

Section 8.D: **Indemnity for Certain Specified Claims:** The School shall also indemnify, defend and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the School, any failure of School to comply with provisions of the Individuals with Disabilities Education Act (IDEA), including failure to provide a Free Appropriate Public Education (FAPE) to an enrolled student or failure to furnish services provided for in a student's individual education plan, and any violation by School of the state's public records or open meetings laws.

Section 8.E: **Indemnification of School by Sponsor:** Nothing contained in this Charter is intended to serve as a waiver of sovereign immunity of any rights or limits to liability provided by Section 768.28, Florida Statutes. To the extent permitted by law under Section 768.28, Florida Statutes, the Sponsor agrees to indemnify, defend and hold the School, its members, officers, employees and agents harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

Section 8.E.1: the negligence, intentional wrongful act, misconduct or culpability of the Sponsor or of the Sponsor's employees or other agents in connection with and arising out of their services within the scope of this Charter;

Section 8.E.2: the Sponsor's material breach of this Charter or applicable federal or state law;

Section 8.E.3: any failure by the Sponsor to pay its suppliers or any subcontractors;

Section 8.E.4: the failure of the Sponsor's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the Sponsor shall not be obligated to indemnify the School against claims, damages, expenses or liabilities to the extent these may result from the negligence of the School, the School's governing board members, officers, employees, subcontractors or others acting on the School's behalf; or

Section 8.E.5: any professional errors or omissions, or claims of errors or omissions, by the Sponsor's employees, agents, or School Board Members.

Section 8.F: **Defense of Claims against the School:** The Sponsor agrees to defend any and all such action using competent counsel, selected by the Sponsor, subject to School's approval, which shall not be unreasonably withheld.

Section 8.G: **Notice of Claims:** The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this Charter (a "Third Party Claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that if the School or Sponsor shall fail to undertake or to so defend, the other party shall have the right, but

not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the School or Sponsor, which they agree to assume. The School and Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a Third Party Claim.

Section 8.H: **Sovereign Immunity:** Notwithstanding anything herein to the contrary, neither party waives any of its sovereign immunity, and any obligation of one party to indemnify, defend or hold harmless the other party as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by Section 768.28, Florida Statutes. Nothing herein shall be deemed to be a waiver of rights or limits to liability existing under Section 768.28, Florida Statutes.

Section 8.I: **Acceptable Insurers:** Insurers providing the insurance required of the School by this Charter must meet the following minimum requirements:

Section 8.I.1: Be authorized by certificates of authority from the Department of Insurance of the State of Florida, an eligible surplus lines insurer under Florida Statutes, or be an authorized insurance trust as approved by the Florida Office of Insurance Regulation with acceptable financials as defined in Section 163.01, Florida Statutes. In addition, the insurer, or in the case of an authorized insurance trust, the re-insurer, must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, within the last thirty (30) days of certificate issuance; and

Section 8.I.2: If, during the period when an insurer is providing insurance required by this Charter, an insurer shall fail to comply with the foregoing minimum requirements, the School shall, as soon as it has knowledge of any such failure, immediately notify the Sponsor and immediately replace the insurance with new insurance from an insurer meeting the requirements. Such replacement insurance coverage must be obtained within twenty (20) days of cancellation or lapse of coverage.

Section 8.J: **Commercial and General Liability Insurance:** The School shall, at its sole expense, procure, maintain and keep in force Commercial General Liability Insurance which shall conform to the following requirements:

Section 8.J.1: **Liabilities Covered:** The School's Commercial General Liability Insurance shall cover the School for those sources of liability (including, but not limited to, coverage for Premises Operations, Products/Completed Operations, Contractors, and Contractual Liability) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

Section 8.J.2: **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) annual aggregate.

Section 8.J.3: **Deductible/Retention:** Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention unless the School is governed by a municipality. The coverage for Property Damage Liability may be subject to a maximum deductible or self-insured retention of One Thousand dollars (\$1,000) per occurrence. If the School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions (SIR's). The municipality governing this school will be responsible for any outstanding deductibles/SIR if the School is unable to meet its financial obligations.

Section 8.J.4: **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims made basis, the School shall maintain without interruption the Liability Insurance until four (4) years after termination of this Charter.

Section 8.J.5: **Additional Insureds:** The School shall include the Sponsor and its members, officers, employees and agents as "Additional Insureds" on the required Liability Insurance. The coverage afforded for such Additional Insureds shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insureds using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10) or its equivalent. The certificate of insurance shall be clearly marked to reflect "The Sponsor, its members, officers, employees and agents" as Additional Insureds.

Section 8.K: **Automobile Liability Insurance:** The School shall, at its sole expense, procure, maintain and keep in force Automobile Liability Insurance which shall conform to the following requirements:

Section 8.K.1: **Liabilities covered:** The School's insurance shall cover the School for Automobile Liability which would be no less restrictive than the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 001), which includes coverage for Contractual Liability, as filed for Sponsor in the State of Florida by the Insurance Services Office. Coverage shall be included on all Owned, Non-Owned and Hired automobiles, buses and other vehicles used in connection with this Charter. In the event the School does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the School indicating the following:

The School does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, the School agrees to provide proof of "Owned Auto" coverage effective date of acquisition.

If School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions (SIR's) as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR. The municipality governing the School will be responsible for any outstanding deductibles/SIR if the school is unable to meet its financial obligations.

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Section 8.K.2: **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims made basis, the School shall maintain, without interruption, the Automobile Liability Insurance until four (4) years after termination of this Charter.

Section 8.K.3: **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amount provided by an umbrella or excess policy) shall be One Million Dollars (\$1,000,000) per occurrence, and if subject to an annual aggregate, Three Million Dollars (\$3,000,000) annual aggregate.

Section 8.K.4: **Coverage Form:** Such coverage shall not be any less restrictive than the standards ISO Business Auto Policy CA 00 01.

Section 8.L: **Workers Compensation/Employer's Liability:** The School shall, at its sole expense, provide, maintain and keep in force Workers' Compensation and Employer's Liability Insurance which shall conform to the following requirements:

Section 8.L.1: **Coverages:** The School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors) for those sources of liability which would be covered by the latest edition of the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal and state law.

Section 8.L.2: **Minimum Limits:** Subject to the restrictions found in the standard Workers Compensation Policy, there shall be no maximum limit on the amount of coverage for statutory liability imposed by the Florida Workers' Compensation Act or any coverage customarily insured under Part One of the Standards Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two – Employer's Liability of the Standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be One Million Dollars (\$1,000,000) per occurrence, and if subject to an annual aggregate, Two Million Dollars (\$2,000,000) annual aggregate. If the School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions (SIR's) as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR. The municipality governing this school will be responsible for any outstanding deductibles/SIR if the School is unable to meet its financial obligations. Otherwise, coverage is required to be first dollar with no deductible. In the event that the School leases employees, it shall provide certified proof that the corporation from which it leases service maintains appropriate Workers' Compensation coverage. In addition, the Sponsor will require a signed Workers Compensation affidavit by the School.

Section 8.M: **School Leader's Errors and Omissions Insurance:** Subject to reasonable commercial availability, the School shall, at its sole expense, procure, maintain and

keep in force the School Leader's Errors and Omissions Liability Insurance which shall conform to the following requirements:

Section 8.M.1: **Form of Coverage:** The School Leader's Errors and Omissions Liability Insurance maintained by the School shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability typically insured by School Leader's Errors & Omissions Insurance for claims arising out of the rendering of or failure to render professional services in the performance of this Charter, including all provisions of indemnification which are part of this Charter.

Section 8.M.2: **Coverage Limits:** The insurance shall be subject to a maximum deductible not to exceed twenty-five thousand dollars (\$25,000) per claim and the School shall be held responsible for any loss payments within the deductible. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per claim/annual aggregate.

Section 8.M.3: **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Errors and Omissions Insurance until four (4) years after termination or non-renewal of this Contract.

Section 8.N: **Employees Dishonesty/Crime Insurance or Fidelity Bond:** The School shall purchase Employees Dishonesty /Crime Insurance for all governing board members and employees including Faithful Performance coverage for the School's administrators/principal and governing board with an insurance carrier authorized to do business in the State of Florida and shall be in the amount of no less than One Million Dollars (\$1,000,000) per occurrence/claim. In lieu of Employee Dishonesty /Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

Section 8.O: **Property Insurance:** The School agrees to obtain and maintain hazard insurance coverage for its own buildings and contents and agrees to provide proof of such insurance and its renewals to the Sponsor. The School agrees to insure any real property that it owns or leases at replacement cost coverage based on current total insured values. School's property insurance must include Hurricane and Windstorm coverage for real property. The deductible shall not be greater than five percent (5%) of the Total Insured Value (TIV). If the School is governed by a municipality, the Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions (SIR's) as long as the SPONSOR receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR.

Section 8.P: **Applicable to Other Coverages:** The following provisions are applicable to all insurance coverages required under this Charter:

Section 8.P.1: **Other Coverages:** The insurance required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by the Sponsor and indicated on such Certificate of Insurance. Any other insurance or self-insurance

maintained by the Sponsor or its members, officers, employees or agents shall be in excess of the insurance provided by or on behalf of the School.

Section 8.P.2: **Deductibles/Retention:** Except as otherwise specified in this Charter, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention. If the School is governed by a municipality, then Sponsor's Risk Management Department can elect to accept program deductibles/Self-Insured Retentions (SIR's) as long as the Sponsor receives prior written notice from the municipality that the municipality will be responsible for any loss payments within the deductible/SIR. The municipality governing this charter school will be responsible for any outstanding deductibles/SIR if the School is unable to meet its financial obligations.

Section 8.P.3: **Liability and Remedies:** Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Charter or otherwise.

Section 8.P.4: **Subcontractors:** The School shall require its subcontractors and sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors. However, the Sponsor will rely on the School to monitor and notify its subcontractors and their sub-subcontractors to confirm coverage is in force for the duration of the subcontractor/sub-subcontractor contract and have certificates of insurance on file to provide historical documentation should a claim occur that has not yet been reported to the School.

Section 8.P.5: **Provision for Cure:** The School shall cure any non-compliance with this Article 8 of the Charter within ninety (90) days of the School's receipt from the Sponsor of written notice of the non-compliance.

Section 8.P.6: **Default upon Non-Compliance:** The School shall be in default of this Charter should it fail to procure, maintain and keep in effect the insurance coverages required by this Charter. Lapse of insurance coverage as described in this Charter will be considered good cause for recommendation of termination of this Charter.

Section 8.P.7: **Approval by Sponsor:** Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Charter.

Section 8.P.8: **Combined Services Coverage:** Combined services coverage under this Charter shall be permitted subject to approval by the Sponsor's Insurance and Benefits Department.

Section 8.P.9: **Default upon Non-Compliance:** The School shall be in material default of this Charter for failure to procure, maintain and keep in effect the insurance as required by this Charter.

Section 8.P.10: **Changes in Insurance Coverage:** The School must notify Sponsor of any contemplated material changes in insurance coverage.

Section 8.Q: **Evidence of Insurance:** Without limiting any of the other obligations of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Charter. The School shall provide evidence of such insurance in the following manner:

Section 8.Q.1: **Time to Submit:** The School shall furnish the Sponsor with fully completed Certificate(s) of Insurance signed by an authorized representative of the insurer(s) providing the coverages. Except as otherwise specified in this Charter, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Charter is terminated. Evidence of insurance shall be provided by the School to the Sponsor before the initial opening day of classes. The School shall furnish the Sponsor with fully completed Certificate(s) of Insurance, signed by an authorized representative of the insurer(s) providing the coverage, four (4) weeks prior to the initial opening day of classes for each school year. The certificates shall name the Sponsor as an Additional Insured if required by specific provisions of this contract addressing that form of insurance.

Section 8.Q.2: **Notice of Cancellation:** Each certificate of insurance shall contain a provision for written notification to the Sponsor in accordance with policy provisions as outlined in the current ISO Accord 25 (2009/09) form; or should older ISO versions be available provide a minimum of 30-days' notice of material changes or cancellation to Sponsor.

Section 8.Q.3: **Renewal/Replacement:** Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Section 8.Q.4: **Pre-Charter Submission of Evidence:** Notwithstanding any other provision contained herein, the School may submit evidence of insurance prior to approval of this charter substantially similar to the insurance provisions set forth in this section and subject to Sponsor's approval.

ARTICLE 9: GOVERNANCE

Section 9.A: **Public or Private Employer:** Pursuant to Section 1002.33(12)(i), Florida Statutes, the School is operating as a private employer. The employees have contracted their services directly to the School or its governing body, and are not public employees.

Section 9.B: **Governing Board Responsibilities:** The School's governing body shall be made up of its Governing Board. The Governing Board of the School shall be responsible

for all fiduciary, legal and regulatory compliance issues and shall perform all duties set forth in the School's Approved Application (**Appendix 1**) and the following duties and responsibilities:

Section 9.B.1: annually adopt and maintain an operating budget and submit its approved budget to the Sponsor by July 31 of each year along with a copy of the minutes of the meeting showing approval of the budget by the Governing Board;

Section 9.B.2: retain the services of a certified public accountant or auditor for the annual financial audit, who shall submit the report to the Governing Board;

Section 9.B.3: review and approve the audit report, including audit findings and recommendations for the financial recovery plan;

Section 9.B.4: monitor a financial recovery plan in order to ensure compliance, if applicable;

Section 9.B.5: establish, define, refine and oversee the School's educational philosophy, operational policies and procedures, academic accountability procedures, and financial accountability procedures and ensure that the School's student performance standards are met or exceeded;

Section 9.B.6: exercise continuing oversight of the School's operations;

Section 9.B.7: report its progress annually to the Sponsor, which shall forward the report to the Commissioner of Education at the same time as other school accountability reports, in accordance with Section 1002.33(9)(k), Florida Statutes;

Section 9.B.8: participate in governance training approved by the Department of Education that must include government in the sunshine, conflicts of interest, ethics, and financial responsibility;

Section 9.B.9: make full disclosure of the identity of all relatives employed by the School in accordance with Section 1002.33(7)(a)(18), Florida Statutes;

Section 9.B.10: adopt policies establishing standards of ethical conduct for instructional personnel and School administrator in accordance with Section 1002.33(12)(g)(3), Florida Statutes;

Section 9.B.11: make all required financial disclosure if the school is operated by a municipal corporation or other public entity under Section 112.3144, Florida Statutes;

Section 9.B.12: comply with the standards of conduct set out in Sections 112.313(2), (3), (7), and (12), and 112.3143(3), Florida Statutes;

Section 9.B.13: avoid all conflict of interest, including, but not limited to, being employed by, owning, or serving on the board of directors of any entity which contracts with the School;

Section 9.B.14: demonstrate financial competence and adequate professional experience;

Section 9.B.15: recommend student expulsions to the Sponsor;

Section 9.B.16: determine in conformance with law and the terms of this Charter the rules, and regulations needed for the effective operation and general improvement of the School;

Section 9.B.17: be held accountable to the School's students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in Florida's charter school laws;

Section 9.B.18: be responsible for the over-all policy decision making of the School, in consultations with the School's staff, including the approval of the curriculum and the annual budget;

Section 9.B.19: serve as the fiscal agent for the School and be involved from the School's inception in all policy matters pursuant to the provisions of the corporation's bylaws; and

Section 9.B.20: comply with State Board Rule 6A-6.0784, Florida Administrative Code, relating to Governance Training and fulfill all applicable Governance Training requirements.

Section 9.B.21: appoint a representative (liaison) to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. Liaison information shall be kept current at all times, and necessary changes shall be reported to the Sponsor immediately.

Section 9.C: **Public Records:** The School will comply with Section 1002.33(16)(b)(2), Florida Statutes, relating to public records. The public shall be provided reasonable access to the School's records in accordance with the provisions of this Charter and Section 119.07, Florida Statutes.

Section 9.D: **Reasonable Access to Records by Sponsor:** The School agrees to allow reasonable access to its facilities and records to duly authorized representatives of the Sponsor. Conversely, the Sponsor agrees to allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

Section 9.E: **The Sunshine Law:** To ensure that parents/guardians will have ready access to the governance of the School, meetings of the Governing Board will be open to the public in accordance with Section 286.011, Florida Statutes, unless confidentiality is required by law. The Governing Board will provide reasonable public notice of the date, time, and place of its meetings and will maintain at the School's site detailed minutes of its meetings, which shall be regularly scheduled. Such meetings will be open to the public, and the minutes shall be

available for public review. The School's Governing Board will publish a calendar on its website that contains a schedule of all Governing Board meetings for the school year, including the date and time of the meetings and the locations. The School agrees to hold meetings of its Governing Board within Broward County, Florida at least once a semester during the school year. The School shall provide the parents in writing, the process for placing an item on the agenda for the meetings of the School's Governing Board. A signed copy of the minutes will be on file at the School's site for review and a copy will be forwarded to the Sponsor.

Section 9.F: **Reasonable Notice to Sponsor of Governing Board Meetings:** The Governing Board will provide the Sponsor with reasonable notice of the date, time, and place of its meetings. The School will provide reasonable notice to the Sponsor of any changes or cancellation of scheduled meetings of its Governing Board, to the extent practical. The School will provide the Sponsor with an agenda and draft minutes of each meeting of The Schools Governing Board.. Official minutes will be provided to the Sponsor upon review and approval by the Governing Board.

Section 9.G: **Identification of Governing Board Members:** The selection of the School's Governing Board Members and officers shall be as set forth in the School's approved Application (**Appendix 1**) or in School's by-laws if such are adopted subsequent to the submission of **Appendix 1**. The School's Governing Board will include local representatives, which may include parents/guardians and professionals qualified to support the educational and moral development of the School's students. No employee of the School, employee of one of the School's education services provider (ESP) companies, or family member of an employee of one of the School's ESP companies may serve as a Member of the School's Governing Board. The Governing Board cannot delegate its responsibility to the Sponsor to any other agency, education services provider (ESP) company or other contracted service provider. The School shall provide the parents in writing the names of the members of the School's Governing Board and a means by which they may be contacted.

Section 9.H: **Changes in Governing Board:** The names of the Governing Board Members and the School's Chief Administrator/Principal must be held current at all times and the Sponsor shall be notified immediately of any changes. The procedures for the replacement of Governing Board Members shall be set forth in the Governing Board's By-Laws. The replacement of the initial Governing Board Members must be done in staggered terms to ensure continuity in leadership and oversight. Members of the School's organizing group not serving on the School's Governing Board are not allowed to vote for Governing Board Members or approve changes to the School's Articles or By-Laws.

Section 9.I: **Background Screening of Governing Board Members and Chief Administrator:** Members of the Governing Board of the School and its Chief Administrator shall also be fingerprinted at their cost in a manner similar to that provided in Section 1012.32, Florida Statutes, within ten (10) days of their appointment and, if initial members of the Governing Board, prior to approval of this Charter. Any person serving in any capacity with the School or its governing body must meet level 2 screening requirements as described in Section 1012.32, Florida Statutes. These fingerprints shall be submitted to the Florida Department of Law Enforcement for state processing and the Federal Bureau of Investigations for federal processing. The results of all fingerprint reports shall be provided to the Sponsor. All fees associated with the retention of

fingerprints are the sole responsibility of the School. The School agrees that new Governing Board Members and its Chief Administrator shall be on probationary status pending fingerprint processing and determination of compliance with standards of good moral character. Potential Governing Board Members or Chief Administrators of the School shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The School agrees not to appoint Governing Board Members or Chief Administrators whose fingerprint check results reveal non-compliance with standards of good moral character. The School shall not allow any person to serve on its Governing Board or as its Chief Administrator who has been convicted of a felony crime or moral turpitude.

Section 9.J: **Non-Profit Organization:** As stated in the School's Application (Appendix 1) and as required by Section 1002.33(12)(i), Florida Statutes, the School has been organized as a Florida non-profit organization, and shall maintain status as a Section 501(c)3 status under the Internal Revenue Code. Voting shall control the non-profit organization, and only the School's Governing Board shall vote. The School shall at all times operate as a non-profit corporation and shall annually provide proof to the Sponsor of the School's status as a non-profit organization. Such status shall not be permitted to lapse, be revoked or terminate.

Section 9.K: **Compliance with Applicable Ethical Requirements:** To the extent applicable, the officers and directors of the School will comply with Part III, Section 112, Florida Statutes (the Code of Ethics for Public Officers and Employees). The Sponsor shall be provided copies of any financial disclosure forms filed by the School's officers and directors. Members of the School's Governing Board cannot be employees of the School. Members of the School's Governing Board shall not receive financial benefit from the School's operations including, without limitation, the receipt of any grant funds. All members of the School's Governing Board shall comply with Sections 112.313(2), (3), (7) and (12), and 112.3143, Florida Statutes, and other applicable portion of the Code of Ethics for Public Officers and Employees. The Governing Board Chair shall annually provide to the District a statement confirming that:

Section 9.K.1: No Member of the School's Governing Board, acting in his/her private capacity, has sold services directly or indirectly to the School;

Section 9.K.2: No spouse, parent, child, stepchild, sibling, or employee of any Board Member serves as a member of the School's Governing Board;

Section 9.K.3: No Member of the School's Governing Board is an employee of the School or of the education services provider ("ESP") company operating the School; and

Section 9.K.4: No member of the School's Governing Board has received compensation, directly or indirectly from the School's operations.

Section 9.L: **Bonding of School Personnel:** The officers, directors, and employees of the School who have the authority to receive and expend funds on behalf of the School shall be bonded to the same degree as officers and employees of the Sponsor. All bonds

shall run to the School, the not-for-profit organization, and the Sponsor and shall be on file for inspection at all times.

Section 9.M: **School's Chief Administrator/Principal:** The duties of the School's Chief Administrator/Principal shall be as set forth in the School's approved Application (**Appendix 1.**) The teachers, support, and contractual staff of the School will be directly supervised by the Principal or other on-site administrator.

Section 9.N: **Notification of Proper Authorities:** If after adopting the budget, a Member of the Governing Board in his/her obligated diligence believes that any other member of the Governing Board or any vendor, vendor's employee, Education Service Provider (ESP) company, or ESP company agent or employee is directly responsible or wrongfully advises the members of the Governing Board to make an illegal expenditure of state monies not detailed in the budget or not available because of other necessary expenses or limitation of funds, unless such expenditure is otherwise approved by the board or said budget is amended that Governing Board Member should immediately notify the Sponsor, the Florida Department of Education, and if deemed proper, the Attorney General, or any other proper authority.

Section 9.O: **Volunteer Advisory Committee:** The School shall have a Charter School Advisory Committee whose selection and duties shall be as set forth in the School's approved Application (**Appendix 1**).

ARTICLE 10: EDUCATION SERVICES PROVIDERS

Section 10.A: **Education Services Provider Agreement:** An Educational Services Provider (ESP) is an individual or organization that provides services to a charter school for which it receives compensation in excess of five percent (5%) of the charter school's FEFP operational revenue. For the purposes of this provision, "FEFP operational revenue" is defined as the General Fund revenue for operations received from the State of Florida based on FTE, including categorical revenues for such matters including, without limitation, instructional materials, FAI, and class size reduction, but shall not include any Federal or local revenues, or State funds for capital purposes. ESPs may be non-profit or for-profit entities. If any ESP company will be managing the School's operations, the contract between the ESP company and the School shall be submitted to the Sponsor. In accordance with the responsibility of the School, contracts with management companies shall not usurp the authority of the School's Governing Board. The Sponsor will look to the Governing Board directly for accountability. Where the School changes ESP's, the School will submit written documentation demonstrating due diligence in the selection process of any ESP prior to entering into a contract after the date of this Charter and must maintain a performance-based "arms-length" relationship between the School and any ESP. The contract between the School and the ESP company shall allow the School's governing board the ability to terminate the contract with the ESP company. Any contract between the School and an ESP company shall require that the ESP company operate the School in accordance with the terms specified in this Charter and with all applicable laws, ordinances, rules and regulations. In the event any ESP is retained by the School, the aggregate amounts paid to such entities shall not exceed fourteen and one-half percent (14.5%) FEFP operational revenues in any given school year and shall not accrue from year to year. Any default or breach of the terms of this Charter by

the ESP company, after notice and reasonable opportunity to cure, shall constitute a default or breach by the School under the terms of the Charter between the School and the Sponsor. Employees of the ESP company and family members of employees of ESP companies may not sit on the School's governing board or serve as officers of the School. For the purposes of this section, "family members" shall be defined to include spouses, mothers, fathers, sisters, brothers, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, daughters, sons, daughters-in-law and sons-in-law.

Section 10.B: **ESP Company Added After Charter:** If the School desires to contract with an ESP company subsequent to the execution of this Charter, the proposed contract between the ESP company and the School shall be submitted to the Sponsor. Any finalized and/or amended ESP contract shall be provided by the School to the Sponsor within five (5) business days of its execution.

Section 10.C: **Amendments:** All amendments to the contract between an ESP company and the School shall be submitted to the Sponsor. A copy of any amended ESP services agreement shall be provided to the Sponsor within five (5) days of its execution.

Section 10.D: **ESP Contract Amendments that Result in Material Change to Charter:** Any proposed amendment within an ESP contract that would necessitate a material change to this Charter shall require a prior modification of this Charter.

Section 10.E: **Change of ESP Provider:** Unless exigent circumstances exist, the School shall give the Sponsor notice of termination of any ESP contract. In the event of an immediate termination of an ESP contract, the School will provide immediate notice to Sponsor of its decision.

ARTICLE 11: HUMAN RESOURCES

Section 11.A: **Hiring Practices:** The Parties to this Charter agree that the School shall select its own employees. The School agrees to implement the practices and procedures for hiring and dismissal, policies governing salaries, contracts, and benefit packages, and targeted staff size, staffing plan, and projected student-teacher ratio as described in the School's Application (**Appendix 1**). The School must use thorough, consistent, and even-handed termination procedures. The School's governing board will determine salaries, benefits, and Position/Title classification, provided that the School's governing board may establish any additional positions it deems necessary.

Section 11.A.1: **Eligibility of Instructional Staff:** The School agrees to verify that applicants for instructional positions which require certification either hold or are eligible for an educational certificate prior to an offer of hire.

Section 11.B: **Reporting Staffing Changes:** The School agrees to provide written notice to Sponsor using the Sponsor's designated form within fourteen (14) calendar days of any new hires, leaves of absence, transfers and terminations. The School shall ensure the Total Educational Resources Management System (TERMS) data is updated upon the termination or hire of instructional staff and/or therapy service providers. The School shall also ensure course

assignment changes are reflected as current in TERMS for all instructional staff. Teaching assignments for new hires must match the state course code directory numbers and teacher certification. The School will complete and submit all required personnel reports, including employee database surveys, in accordance with required due dates.

Section 11.C: **Non-Discriminatory Employment Practices:** The School shall be responsible for promoting diversity in its staff and agrees that its employment practices shall be nonsectarian and that it shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes ("The Florida Education Equity Act").

Section 11.D: **Teacher Certification and Highly Qualified:** All teachers employed by or under contract to the School shall be certified and highly qualified as required by Chapter 1012, Florida Statutes and any other applicable state or federal law. If the School receives Title I funds, it will employ highly qualified staff, as required. In compliance with those requirements, the School's teachers shall be certified and teaching infield (or have the appropriate out-of-field waivers) and the School's support staff shall have attained at least two (2) years of college education or have passed an equivalent exam. The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012 and as provided by State Board of Education rule for charter school governing boards; however, in order to comply with ESSA requirements, all teachers in core academic areas must be certified/qualified based on Florida Statutes and highly qualified as redefined by ESSA. The School agrees to disclose to the parents of its students the qualifications of instructional personnel hired by the School within thirty (30) days of employment.

Section 11.D.1: **Remedy for Not Meeting Highly Qualified:** If the School fails to meet applicable requirements to employ certified and highly qualified staff, the School shall be responsible for reimbursement of any funding lost or other costs attributable as a result of the School's non-compliance.

Section 11.D.2: **Teachers Assigned to Teach Out-of-Field:** Per Section 1012.42, Florida Statutes, the School shall notify parents of all students in the classroom of any teacher assigned a course or student population for which the teacher is not appropriately certified. The School shall also obtain Governing Board approval for all teachers assigned to teach out-of-field and must ensure the appropriate out-of-field training is completed each school year per Rule 6A-1.0503, Florida Administrative Code.

Section 11.E: **Fingerprinting and Background Screening:** The School shall, at the School's expense, require all employees to comply with the fingerprinting requirements of Section 1012.32, Florida Statutes. Members of the governing board of the charter school shall also be fingerprinted in a manner similar to that provided in Section 1012.32, Florida Statutes. Any person serving in any capacity with the School or its governing body must meet level 2 screening requirements as described in Section 1012.32, Florida Statutes. These fingerprints shall be submitted to the Florida Department of Law Enforcement for state processing and the Federal Bureau of Investigations for federal processing. The results of all fingerprint reports shall be provided to the Sponsor. The School agrees that new applicants shall be on probationary status

pending fingerprint processing and determination of compliance with standards of good moral character. Potential employees of the School shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The School agrees not to hire applicants whose fingerprint check results reveal non-compliance with standards of good moral character. The School shall not allow any person (whether employed directly by the School or its governing body or by a contractor) to serve in any position requiring or involving direct contact with students who has been convicted of a felony crime or moral turpitude. All fees associated with the retention of fingerprints are the sole responsibility of the School.

Section 11.F: **Employment Practices:** The School's employment practices shall comply with its Application (**Appendix 1**) and the requirements specified in sections 11.G through 11.R.2 inclusive.

Section 11.G: **Suspended or Revoked Certification or Licensure:** The School agrees not to knowingly employ an individual for instructional services if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

Section 11.H: **Resignation in Lieu of Disciplinary Action:** The School agrees not to knowingly employ an individual who has resigned in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school district with respect to child welfare or safety.

Section 11.I: **Codes and Principles of Conduct:** The School agrees that its employees will be required to abide by the guidelines set forth in Chapter 6B-1.001, Code of Ethics of the Education Profession in Florida, and Chapter 6B-1.006, Principles of Professional Conduct for the Education Profession in Florida.

Section 11.J: **Employee Handbook:** The School will adopt an employee handbook and provide a copy of the same (and any amendments thereto) to the Sponsor.

Section 11.K: **Collective Bargaining:** Pursuant to Section 1002.33(12)(b), Florida Statute, the School's employees shall have the option to bargain collectively and may collectively bargain as a separate unit or as part of the existing district collective bargaining unit as determined by the structure of the School.

Section 11.L: **Professional Group:** The School's instructional personnel may choose to be part of a professional group that subcontracts with the School to operate the instructional program under the auspices of a partnership or cooperative that they collectively own. Under this arrangement, the School's instructional personnel would not be public employees.

Section 11.M: **Payroll Services:** The School will provide payroll services for all of its employees.

Section 11.N: **Annual Employee Evaluations:** Each of the School's employees will be evaluated annually by the School.

Section 11.O: **Personnel Records:** The School shall maintain personnel files for all persons employed by the School. Such files shall be maintained by the School at a readily-accessible location in Broward County, Florida and shall be open to public inspection as provided by law. The School agrees to provide the Sponsor the names of all applicants for employment if requested.

Section 11.P: **Statutory Prohibitions and Restriction on Employment of Relatives:** The School's hiring practices shall at all times comply with the requirements of Section 1002.33(12) and (24), Florida Statutes. Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement in or to a position in the charter school in which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member. For the purposes of this section, the following definitions shall be used:

Section 11.P.1: **"Charter school personnel"** means a charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision making authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

Section 11.P.2: **"Relative"** means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

Section 11.R: **Training of Employees:** The School's teachers may participate in training conducted by the Sponsor and the Sponsor's teachers may participate in training conducted by the School.

Section 11.R.1: **Participation and Cost for Training Activities:** Training activities shall be made available by the Sponsor, to School's employees, on a space available basis and, the School shall pay all of the additional costs associated with the participation of the School's employees in such training activities at the same rates and reimbursement methodologies currently charged to the Sponsor for the participation of the Sponsor's employees. Training activities shall be made available by the School to Sponsor's employees on a space available basis and, except in instances of federally funded training, the Sponsor shall pay all of the additional costs associated with the participation of the Sponsor's employees in such training activities at the same rates and reimbursement methodologies currently charged to the School for the participation of the School's employees.

Section 11.R.2: **Participation in Federally Funded Training:** Training activities that are federally funded that are provided by the Sponsor shall be made available to School's employees on a space available basis without any charge to the School other than any charges that are also incurred by the Sponsor for the participation of the Sponsor's employees. Training activities that are federally funded that are provided by the School shall be made available to Sponsor's employees on a space available basis without any charge to the Sponsor other than any charges that are also incurred by the School for the participation of the School's employees.

ARTICLE 12: REQUIRED REPORTS AND DOCUMENTS

Section 12.A: **Required Reports and Documents:** The School will provide all documents required of it pursuant to the approved Application (**Appendix 1**), this Charter, or the School's governing laws and rules on the date(s) that the reports and documents are due to the sponsor.

ARTICLE 13: SCHOOL FOOD SERVICE

Section 13.A: **School Food Services; Extended Day Programs:** The provision of student food service at the charter school is the responsibility of the School and shall be provided according to applicable district, state and federal rules and regulations. The School shall make breakfast and lunch available to all students. Cafeteria services and extended day programs provided by the School shall be self-supporting. The School is solely responsible for funding any deficits it incurs in such services and programs and the Sponsor shall have no liability for same. Meals will be distributed to students using a point of sale accountability procedure. If applicable, the School shall distribute Information Letters and the Multi-Child Application for Free and Reduced Price Meal Benefits to students and shall certify student eligibility for such programs using required federal rules and procedures.

Section 13.B: **Meal Service Options and Definitions:** The School shall provide food service to the charter school by one of the following means:

Section 13.B.1: Enter into an agreement with the Florida Department of Agriculture, Division of Food, Nutrition, and Wellness, to administer the National School Lunch and National Breakfast Program at the charter school; and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Florida Department of Agriculture;

Section 13.B.2: Enter into an agreement with a third-party vendor to have food service provided either to the site of the charter school or pick-up, and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Florida Department of Agriculture;

Section 13.B.3: Enter into a separate agreement with the Sponsor to have food service provided to the charter school. Under such an agreement, the Sponsor would define

and provide the menu pattern (breakfast, lunch or both; hot or cold); the Sponsor would define the delivery system (satellite or pick-up); the Sponsor would establish the per meal charges to the School and, if applicable, establish the delivery charges to the School; the Sponsor would provide Information Letters and the Multi-Child Application for Free and Reduced Price Meal Benefits to the School for distribution by the School to households for completion after the School's representatives attend a required application approval training program; the School would provide to Sponsor, and keep current, a master list of students and their eligibility status for free, reduced or full paid meals; the Sponsor would approve a point of sale meal accountability procedure to be used by the School; the Sponsor would provide types of meal service, the costs and a delivery or pick-up system as agreed upon by the parties; the Sponsor would complete and submit reimbursement claims to the Florida Department of Agriculture; and the School would pay the Sponsor's Food Service Department for meals served on a monthly basis by the fifth day of each month; or

Section 13.B.4: Enter into an agreement with a third party vendor to have food service provided either to the site of the charter school or by pick-up, to determine if the meals are to be hot or cold, bulk serving or individually packed, and to provide any legally mandated breakfast and lunch assistance programs without participating in any government subsidized school breakfast and lunch programs.

Section 13.C: **Applicable Regulations:** The School shall comply with all USDA and FLDOE regulations that are applicable to its child nutrition program.

ARTICLE 14: MISCELLANEOUS PROVISIONS

Section 14.A: **Impossibility:** Neither party shall be considered in default of this Charter if the performance of any section or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without extraordinary expense.

Section 14.B: **Drug-Free Workplace:** The School is a Drug-Free Work Place. The School shall provide the Sponsor with a copy of the School's applicable Drug-Free Work Place policy and any amendments thereto.

Section 14.C: **Entire Agreement:** This Charter and the appendices hereto shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings, and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing. Any substantial amendment to this Charter School Agreement shall require approval of both parties.

Section 14.D: **No Assignment without Consent:** This Charter shall not be assigned by either Party without the prior written consent of the other party, provided that the School may enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative without the consent of the Sponsor.

Section 14.E: **No Waiver:** No waiver of any provision of this Charter shall be deemed to be or shall constitute a waiver of any other provision, unless expressly stated.

Section 14.F: **Default:** Except under circumstances that present a threat to health, safety or welfare or that constitute good cause for the immediate termination of this Charter, in accordance with Section 2.D.3. of this agreement, notice of a default of a material provision of this Charter will be furnished to the defaulting party by the non-defaulting party. Except under circumstances that present a threat to health, safety or welfare or that constitute good cause for the immediate termination of this Charter, in accordance with Section 2.D.3. of this agreement, or when a shorter period of time to effect compliance is required by applicable law or rules, the defaulting party will be permitted thirty (30) calendar days to remedy the identified default provided that if the identified default cannot be reasonably cured within such 30-day period, the cure period shall be reasonably extended as long as the defaulting party has commenced to cure the identified default. The cured period shall not exceed 90 days

Section 14.G: **Survival Including Post-Termination of Charter:** All representations and warranties made herein, indemnification obligations, obligations to reimburse the Sponsor, obligations to maintain and allow inspection and audit of records and property, reporting requirements and obligations to return public funds or property purchased with public funds shall survive the termination of this Charter.

Section 14.H: **Severability:** If any provision or any section of this Charter is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any section of any other provision of this Charter and all such remaining provisions shall continue in full force and effect, notwithstanding.

Section 14.I: **Third Party Beneficiary:** This Charter is not intended to create any rights of a third party beneficiary. This clause shall not be construed, however, as contrary to any statutory or constitutional right possessed by a member of the community, a student, or parent/guardian of a student of the School.

Section 14.J: **Choice of Laws and Venue:** This Contract is made and entered into in the State of Florida and shall be interpreted according to the laws of Florida, with venue in Broward County, Florida. The parties mutually agree that the language and all parts of this Contract shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any of the parties. This Charter shall be interpreted and construed according to the laws of the State of Florida. The School shall adhere to any additional requirements applicable to charter schools under state law or as mandated by the Florida Department of Education or any other agencies regulating the School.

Section 14.K: **Notice Provision:** All notices to be given hereunder shall be in writing, and all payments to be made hereunder shall be by check and/or wire transfer, and may be served by hand delivery, express delivery or by depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested. Notice given in any manner shall be effective only if and when received by the party

Somerset Academy Village Charter Middle School #5002

to be notified. All notices to be given to the parties hereto shall be sent to or delivered at the address set forth below:

THE SPONSOR: Superintendent of Schools
The School Board of Broward County, Florida
Kathleen C. Wright Administrative Building
600 Southeast Third Avenue - 10th Floor
Fort Lauderdale, Florida 33301

WITH COPY TO: Office of the General Counsel
Kathleen C. Wright Administrative Building
600 Southeast Third Avenue - 11th Floor
Fort Lauderdale, Florida 33301

THE SCHOOL: Mr. Todd German, Governing Board Chair
Somerset Academy, Inc.
20801 Johnson Street
Pembroke Pines, FL 33029

WITH COPY TO: Somerset Academy, Inc.
6340 Sunset Drive
Miami, FL 33143
Attn: Governing Board Chair

By giving the other party at least fifteen (15) days written notice thereof, a party may change its address and specify its new address for the purposes stated herein, and/or to notify the change of attorney.

Section 14.K.1: **Routine Communication:** For the purposes of day-to-day communication pertaining to the operations of the School, the Sponsor and School shall communicate via general electronic mail, (email), school specific email, verbal communication, US Postal service or via uploads of required documentation and comments on Charter.Tools or other like electronic document management system.

Section 14.L: **Authority:** Each of the persons executing this Charter represent and warrant that they have the full power and authority to execute the Charter on behalf of the party for whom he or she signs and to bind and obligate such party with respect to all provisions contained in this Charter and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

Section 14.M: **Conflict:** In the event of any conflict between the provisions of this Charter and any Appendix, this Charter shall prevail.

Section 14.N: **Dispute Resolution**: Subject to the applicable provisions of Section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with Section 1002.33(8)(d), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

Section 14.N.1: The following dispute resolution process, not otherwise preempted by Section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute.

Section 14.N.2: Notwithstanding this provision, either party may seek any and all legal remedies available to it including, without limitation, mediation through the Florida Department of Education or those additional remedies set forth in Section 1002.33(6)(i), Florida Statutes.

Section 14.N.3: The dispute resolution procedure is as follows:

STEP 1: As a first step, informal discussion occurs between representatives of the School and the Sponsor regarding the particular issue(s) in question. If the matter is not resolved at Step One, either party may elect to forward the issue(s) to the next step.

STEP 2: Written notice by the Sponsor or the School outlining the nature of an identified problem in performance or operations not being met or completed to the satisfaction of either party. If the matter is not resolved at Step 2, either party may elect to forward the issue(s) to the next step.

STEP 3: Meeting between the governing board of the School and the Sponsor's staff or representative to discuss the issue(s) and attempt resolution of same, and propose modifications or amendments to the terms and conditions of the Charter. If the matter is not resolved at Step 3, either party may elect to forward the issue(s) to the next step.

STEP 4: An item will be placed upon the agenda of the Sponsor's regular school board meeting to enable the Sponsor to render a final decision regarding the issue(s) which are in dispute.

Section 14.O: **Citations**: All Florida Statutes, State Board of Education Rules, or School Board Policies cited herein shall refer to the edition in effect when this Charter is executed or extended, subject to subsequent amendment of such statutes.

Section 14.P: **Headings**: The headings in the Charter are for convenience and reference only and in no way define, limit, or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof.

Somerset Academy Village Charter Middle School #5002

Section 14.Q: **Advice of Counsel**: The School and the Sponsor both state that they have been represented by legal counsel in connection with the negotiation and execution of this Charter and each is satisfied with the legal representation it received.

Section 14.R: **Counterparts**: This Charter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Charter.

IN WITNESS WHEREOF, the Parties hereto have executed this Charter School Agreement as of the day and year first above written.

FOR THE SCHOOL

(Corporate Seal)

Attest: [Signature]
Secretary
- or -

Witness

Witness

Somerset Academy, Inc.

by: [Signature]
Todd German, Board Chair

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 4th day of May, 2020 by Todd German, Board Chair, Somerset Academy, Inc., on behalf of Somerset Academy Village Charter Middle School #5002, the Governing Entity.

He took an oath and is personally known to me.

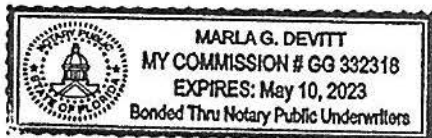
My commission expires:

(SEAL)

My commission expires:

[Signature]
Signature – Notary Public


Marla G Devitt
Printed Name of Notary Public



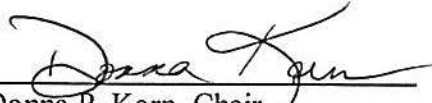
FOR THE SPONSOR

(Corporate Seal)

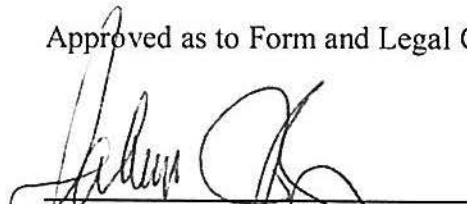
ATTEST:


Robert W. Runcie
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

2019-2020 Charter Renewal Program Review

Charter Renewal Application #000456

Somerset Academy Village Charter Middle School

Location Code: 5002

Submitted To:

Broward County Public Schools
Charter Schools Management/Support Department
Broward County Public Schools
600 SE 3rd Ave.
Fort Lauderdale, FL 33301

Phone: 754-321-2135

Fax: 754-321-2138

Submitted By:

Anthony Marucci
225 NW 29th Street Wilton Manors, Florida 33311

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1. ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

GENERAL

A. School Information

School Type: Middle
 Grade Levels: [6, 7, 8]
 School District: Broward
 Neighborhood / Community:
 Organization Type: Non-profit Corporation
 Sponsoring Entity: Non-profit Organization
 Address: 225 Nw 29th St Wilton Manors, Florida 33311-2427
 Phone: (954) 390-0971
 Fax: (954) 390-0972
 Web Site:
 Calendar Type: Standard - 180 instructional days
 Educational Service (None)
 Provider:

B. Primary Contact Person

Name: Anthony Marucci
 Mailing Address: 225 NW 29th Street Wilton Manors, Florida 33311
 Mobile Phone: 9545991797
 Alternate Phone: 9543900971
 Email: amarucci@somersetwm.com
 Current Employer: Somerset Academy Village

C. Attendance Projections

Grade Level	2019-20 Enrollment		2020-21 Enrollment		2021-22 Enrollment		2022-23 Enrollment		2023-24 Enrollment	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
6	50	66	44	44	52	66	54	66	44	44
7	50	66	52	66	44	44	54	66	56	66
8	44	44	50	66	52	66	44	44	54	66
Total	144	176	146	176	148	176	152	176	154	176

D. Board Members

Name	Title	Contact Information	Current Employer
Concepcion, Daniel	Board Member	P: 7863934455 M: E: dconcepcion@somersetacademyschools.com	
Cox, Brian		P:	

Matthew	Board Member	M: E: mcox@somersetacademyschools.com	
Diaz, Ana	Board Vice Chairperson	P: 7863934455 M: E: adiaz@somersetacademyschools.com	
Esquijarosa, Jennifer	Parent Representative	P: 7863934455 M: E: jEsquijarosa@somersetacademyschools.com	
German, Todd	Board Chairperson	P: 7863934455 M: E: tgerman@somersetacademyschools.com	
Kimmel, Bernard	Board Member	P: M: E: drbkim@msn.com	
Marin, Louis	Board Vice Chairperson	P: 7863934455 M: E: lmarin@somersetacademyschools.com	
Marucci, Anthony	Emergency Contact	P: 954-390-0971 M: 954-599-1797 E: amarucci@somersetwm.com	Somerset Village

CHARTER SCHOOL RENEWAL INSTRUCTIONS

1. CHARTER SCHOOL RENEWAL INSTRUCTIONS

Section Evaluation

No Action Required Rhonda Stephanik, 11/21/19

Final Rating

No Action Required

Attachments

Section 1: CHARTER SCHOOL RENEWAL INSTRUCTIONS

– No Attachments –

CHARTER RENEWAL PROGRAM REVIEW COVER SHEET

1. COVER SHEET

Section Evaluation

Complete Rhonda Stephanik, 11/21/19

Final Rating

Complete

CHARTER RENEWAL PROGRAM REVIEW COVER SHEET

NAME OF CHARTER SCHOOL SEEKING RENEWAL: Somerset Academy Village Charter Middle School

CHARTER SCHOOL LOCATION NUMBER: 5002 **GRADES SERVED:** 6-8
9/23/19

DATE:

This School has been designated a High Performing Charter School pursuant to s. 1002.331, Florida Statutes.

This School has been designated a School of Excellence pursuant to s. 1003.631, Florida Statutes.

NAME OF NON-PROFIT: __Somerset Academy,
Inc. _____

Provide the name of the person who will serve as the primary contact for this renewal document. The primary contact should serve as the contact for follow-ups, interviews, and notices regarding the renewal process.

NAME OF CONTACT PERSON: Anthony Marucci

TITLE/RELATIONSHIP TO NON-PROFIT: Principal

MAILING ADDRESS: 225 NW 29th St. Wilton Manors, FL 33313

PRIMARY TELEPHONE: (954)390-0971
(954)599-1797

ALTERNATE TELEPHONE:

E-MAIL ADDRESS: --amarucci@somersetwm.com

NAME OF EDUCATION SERVICE PROVIDER (if any): Academica

I certify that I have the authority to submit this document and that all information contained herein

is complete and accurate, realizing that any misrepresentation could result in disqualification from the renewal process or revocation after award. I understand that incomplete documentation will not be considered. The person named as the contact person for the program review is authorized to serve as the primary contact for this evaluation on behalf of the organization.

____Anthony Marucci_____
____Principal_____

Printed Name

Position/Title

____Anthony Marucci_____
____11/1/2019_____

Signature

Date

Attachments

Section 1: COVER SHEET

– No Attachments –

SECTION BREAKDOWN

1. SECTION BREAKDOWN

Section Evaluation

– Not Rated –

– No Final Rating –

Renewal Program Review Section Breakdown

Executive Summary

Educational Performance

Federal and State Accountability

Mission-Specific Accountability

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Financial Performance

Financial Management

Financial Viability

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Educational Performance

Financial Performance

Organizational Performance

Attachments

Section 1: SECTION BREAKDOWN

– No Attachments –

EXECUTIVE SUMMARY

1. Executive Summary

Section Evaluation

Final Rating

Complete Joe Luechauer, 11/12/19

Complete Sean Brown, 11/19/19

Complete Cassandra Vallianos, 11/19/19

Complete Lourdes Panizo, 11/19/19

Complete Allisyn Axelrod, 11/19/19

Complete Detra Adams, 11/19/19

Complete Kim Punzi-Elabiary, 11/20/19

Complete Laurie Steinberg, 11/21/19

Complete Rhonda Stephanik, 11/21/19

Complete Adam Iarussi, 11/21/19

Complete Reynaldo Tunnermann, 11/21/19

Complete Celia Jimenez, 11/22/19

Complete David Shelley, 11/25/19

Complete Celina Chavez, 11/25/19

Complete Leyda Sotolongo, 11/25/19

Complete Louise Ball, 11/25/19

Complete Matt Schroeder, 11/25/19

Complete Debbie-Ann Scott, 11/25/19

Complete Hanne Rega, 11/26/19

Complete Jill Young, 11/27/19

Complete Brenda Santiago, 12/2/19

Complete

The mission of Somerset Academy Village Charter Middle School is to set high academic and social expectations which lead to the successful development of the whole child creating lifelong learners prepared to contribute in an ever-changing society. This mission was revised during the renewal process five years ago. Over the past five years, these rigorous objectives are starting to be accomplished. Serving a population of students which is greater than 90% free or reduced lunch is a challenge. However, it is a challenge we are becoming better equipped to face. Our ability to establish a student's excitement to come to school and do the best they can is evident each and every day. One major result of this is the improvement of our school grade from a D five years ago to an B in 2018-2019. From extensive use of data, progress monitoring, and working with each student on their specific needs we are looking forward to continued success annually. Our Reading and Math proficiencies have continued to improve, as has learning gains of our overall students along with the lowest 25th percentile. With the continued tenacity of our faculty and staff, our school will achieve continuous success over the upcoming charter contract term.

Over the past charter term, we have had many reasons to celebrate. At the same time, it has provided us the opportunity to identify areas of deficiency and concerns to continuously focus on. Student enrollment is one area we would like to improve upon. Being a Title 1 school, we are aware of the hardships our families face. One of these hardships is being transient. We would like to not only work on retaining our existing families, but be able to attract and recruit new families who have children that would be successful in our charter system. Financially, the school has been operating responsibly over the past term, but we would like to work on obtaining additional students to improve in this area as well. In addition, our students who are classified as English Speakers of Other Languages is an area we would like to focus on. Our ESOL population has grown by over 15% over the past charter term. Many of these students are coming to us as non-English speakers so it was imperative we provided them with ESOL certified teachers and accommodations to be successful in every subject area. For those teachers who are not currently endorsed, out of field waivers will be utilized while they continue to complete any necessary classes on an annual basis working towards their appropriate ESOL endorsement. Finally, there are some students in the middle grades that are displaying struggles with Phonics. Knowing the importance of phonics when working with a student to become a successful reader is crucial. We will continue to provide professional development to better prepare our teachers to teach our students this essential part of the reading process. Utilizing ongoing progress monitoring we will be able to better understand improvements being made and target areas of continuing concern.

Entering into a new charter term, Somerset Academy Village Charter Middle School will focus on its vision, dedication to providing equitable, high quality education, to continue improving our school for all its stakeholders. Pinpointing our areas of deficiency and concern will allow us place a stronger emphasis on the unique needs of students not only academically, but socially and emotionally. Utilizing professional development, classroom observations, and instructional surveys will allow us to also work on improving the quality of instruction which is rigorous and differentiated. As thrilled as we are to have improved from a D rated school to an B rated school over the span of the past five years, we still have goals we will strive to achieve. These include continued academic excellence, differentiated instruction and evolving rigorous curriculum with an emphasis on reading. This will allow us to not only meet the needs of each student, but to exceed them.

Attachments

Section 1: Executive Summary

– No Attachments –

EDUCATIONAL PERFORMANCE

1. FEDERAL AND STATE ACCOUNTABILITY

Section Evaluation

Meets the Standard Adam Iarussi, 11/21/19

Final Rating

Meets the Standard

A. Explain the charter school's current School Improvement Status.

A. How has the school met the standards required for federal and state accountability?

B. If the charter school has not met these standards, what measures will be implemented for improvement?

Somerset Academy Village Charter Middle School, school number 5002, is not identified as a school in need of improvement. Our school earned an "A" rating during the 2018-2019 school year.

Category	<u>2018-2019</u>	<u>2017-2018</u>	<u>2016-2017</u>	<u>2015-2016</u>	<u>2014-2015</u>
School Grade	B	B	B	C	D
English Language Arts Achievement	52	56	51	43	30
English Language Arts Learning Gains	67	63	62	63	N/A
English Language Arts Learning Gains Lowest 25%	68	58	48	62	N/A
Mathematics Achievement	58	54	55	48	34

Mathematics Learning Gains	64	59	62	60	N/A
Mathematics Learning Gains Lowest 25%	56	48	69	60	N/A
Science Achievement	33	45	28	38	17
Middle School Acceleration	63	68	82	73	31
Social Studies Achievement	69	80	90	44	75

Over the past 5 years, Somerset Academy Village Charter Middle School has set annual goals and worked diligently to ensure all stakeholders are focused at achieving them. This includes students demonstrating an improvement on the state of Florida's standardized assessments.

For our school to demonstrate growth over the past charter term, there have been many consistent systems set in place. Adhering to state standards and working with teachers to ensure they are as knowledgeable as possible has been crucial. Along with the standards, we have been using the following textbooks in grades K-5 as our main curriculum: Collections (aligned to the BCPS K-12 Reading Plan), Go Math, Science Fusion, and Top Score for Writing. Necessary intervention tools are used in both Reading and Math to ensure students who are below or above level are obtaining the necessary information. We have been utilizing both Time for Kids and Social Studies Weekly to incorporate the social studies standards.

During the 2014-2015 school year, Somerset Academy Village Charter Middle School adjusted its level of progress monitoring by incorporating a Bi-Weekly Skills Assessment (BWSA) to focus on additional areas of concern specific to each classroom for both Reading and Math. This provided the teacher with additional data to determine if students were making any improvements in the benchmark areas they had previously performed poorly on. Over the past five years, many professional development opportunities for staff and adjustments in the BWSA calendar have transpired to get it to the effective monitoring tool it is today. Students have developed ownership of their data by establishing classroom data walls and individual data binders. Monthly data chats between administration and teachers continue to happen, as do teacher/student data chats, and administration/student data chats multiple times throughout the year.

Additionally, we have purchased technology programs to utilize in various content areas. The most effective so far has been i-Ready Reading and Math. These student specific programs adjust

to each individual student to focus on their areas of concern in an attempt to close the learning gap. When using i-Ready with fidelity we have seen our students demonstrate an improvement in learning gains. Prior to the start of the 2018-2019 school year, we identified our lowest 25th percentile learning gains in Math a weak point at our school. We purchased Imagine Math for these specific students and the results were very favorable with our 6th-8th grade students demonstrating an 8% improvement in just one year.

B. Include the schools plan to increase and/or maintain its AMO status for the upcoming charter.

During the past 5-year charter term, our student population has remained pretty consistent. We have always had a population which has a large number of students classified as economically disadvantaged and being a minority. In 2014-2015, 85% of our students were eligible to receive free or reduced lunch (FRL) and 93% of our total population were considered minorities. In the 2018-2019 school year, there has been an increase of our students who are classified as economically disadvantaged with our overall percentage now being 91.7%. In addition, our minority rate has decreased slightly to 89.4%. During this time, the number of Exceptional Students in Education (ESE) increase from 15 to 19. Our English Language Learners (ELL) numbers have also increased from 45 to 55. With such large numbers of students needing unique assistance, we needed to hire additional assistance for interventions and small group differentiation to ensure these students were getting the assistance they need. In addition, we were able to hire an additional curriculum coach to work with teachers to ensure best instructional practices were transpiring daily. We were fortunate to have the opportunity to have a guidance counselor part time over the past 3 years. This has provided us the opportunity to help with social and emotional barriers which are preventing our students from meeting their full potential due outside influences at home.

Over the past five years, we have become immersed with data collection and analysis, progress monitoring, student progression, and a multi-tiered system of support. Administration and staff began meeting regularly to assess student data and created a secondary instructional focus calendar for each specific classroom depending on their areas of concern. Teachers were required to administer the Bi-weekly Skills Assessments (BWSA) to see if there was evidence of student improvement. From the baseline data and results of the BWSA, students were identified as needing remediation an additional support provided in that area. Our improved disaggregation of data also allowed us to be sure we were identifying students in need of Tier 2, and possibly Tier 3, interventions with our ESE Specialist and teacher.

Even though there has been consistent and substantial improvement over the past charter term, we will use our On-Site Programmatic Reviews, data, and self-evaluations to target our areas of continued concern with a concentration on our Response to Intervention process for both academics and behavior. Also, the use of i-Ready with fidelity, as a diagnostic/progress monitoring tool and adaptive/individualized program. Our teachers also have access to the i-Ready teacher tool kit and test bank. This allows them pull additional material to work with the variety of learners in the classroom and a test bank of questions to ensure there is higher order material available. Knowing the importance of reading and how it drives instruction we adhere to our approved BCPS K-12 Reading Plan.

Finally, we have implemented after school tutoring spanning from October to April for students in grades 3-5 for both Reading, Math, and Writing at no cost to our families. This tutoring targets the students who are below proficient, on the bubble of moving up to a level 3, and any student who was proficient with a 3 or higher and has gone down at least one level.

C. FCAT 2.0, FSA, and EOC Achievement

Category	<u>2018-2019</u>	<u>2017-2018</u>	<u>2016-2017</u>	<u>2015-2016</u>	<u>2014-2015</u>
English Language Arts Achievement	52	56	51	43	30
Mathematics Achievement	58	54	55	48	48
Science Achievement	33	45	28	38	17

Over the past charter term, we have seen fluctuation year-to-year when it comes to our achievement levels on standardized testing. As demonstrated in the table above, each of the 3 tested areas, English Language Arts (ELA), Math, and Science have all increased from the start of the current charter term in 2014-2015. ELA has demonstrated tremendous growth by improving 22%. Mathematics has demonstrated an overall improvement of 10% while Science has done up 16%. Overall, each of the areas above have shown growth since the start of the new charter term.

We take tremendous pride with the results we have earned. There are countless factors which have attributed to the increased performance, the most impactful being minimal turnover of effective and highly effective teachers. With retaining teachers, we are able to build off professional developments, and school-wide best practices we have already conducted or initiated. This allows us to continually grow and improve instead of starting over annually. Even with the increase of our ESE and ESOL populations, and working with a transient population, the constant of effective teachers is evident in our student results. Even though Science has gone up, we are working to ensure our students are more well-rounded in each subject area.

In addition to our formal progress monitoring held at the beginning, middle and end of the year, we conduct our BWSA to get more up to date data. This continuous data allows our teachers and staff to obtain updates on student progress more often providing them the ability to take ownership of their work. Conducting in-depth data chats throughout the year with staff and students has also made positive impacts on our results. Since everyone is able to learn what strengths and concerns there are for each student, it provides a constant reminder as to who needs remediation or possibly interventions. Finally, we have learned to celebrate success. This is done on a school level but also on an individual student level. We want our students to be proud of their accomplishments so we do our best to celebrate their wins too, regardless of how big or small those wins may be.

D. Annual Student Gains

Category	<u>2018-2019</u>	<u>2017-2018</u>	<u>2016-2017</u>	<u>2015-2016</u>	<u>2014-2015</u>
English					

Language Arts Learning Gains	67	63	62	63	N/A
Mathematics Learning Gains	64	59	62	60	N/A

Over the course of 5 years, learning gain data is available for four (4) of the five (5) years. Each year the results have been pretty consistent. Overall, during the past charter term ELA Learning Gains demonstrated gains with an improvement of 4% while Math also had an increase of 4%. Somerset Academy Village Charter Middle School made the improvement by in-depth data tracking, continuous progress monitoring, after school tutoring, BWSA testing, i-Ready, and administrative pullouts. Our administrative pullouts had our Principal, Assistant Principal, Curriculum Coaches, and ESE Specialist pulling small groups of students throughout the week to focus in on reading and math concerns. Moving forward, our school will continue the aforementioned measures. This includes our ESE and ESOL population. Based on the students IEP the SWD's are pulled out for reading and our math. In regard to our ESOL students we capture them through our push in and pull out methods. In addition, both groups also attend our before and after school tutoring as well as Saturday school tutoring. The mentioned instructional strategies have proven successful as evident by an increase in learning gains in reading and math on the 2018-2019 FSA.

E. Annual Gains of Students in the Lowest 25th Percentile

Category	<u>2018-2019</u>	<u>2017-2018</u>	<u>2016-2017</u>	<u>2015-2016</u>	<u>2014-2015</u>
English Language Arts Learning Gains Lowest 25%	68	58	48	62	N/A
Mathematics Learning Gains Lowest 25%	56	48	69	50	N/A

Over the last charter term, between 2015 and 2017, we were very pleased with the growth of the lowest 25th percentile in Mathematics. These students demonstrated a 19% increase. However, the following year showed a sharp decline in our math students by 21%. After this steep decline, we had to revamp our RtI process as well as how our IEP students were being serviced. We were able to make the necessary adjustments utilizing student data to facilitate the necessary changes. This is evident with an increase of 8% in math learning gains and 10% in ELA. We will continue to

monitor the lowest 25% using i-Ready and continuous progress monitoring interventions, Rtl interventions, and ESE accommodations, our teachers can meet the needs of our struggling learners. This includes our ESE and ESOL population. Based on the students IEP the SWD's are pulled out for reading and our math. In regard to our ESOL students we capture them through our push in and pull out methods. Here they are given small group instruction in reading and math that is data driven. In addition, both groups also attend our before and after school tutoring as well as Saturday school tutoring. The mentioned instructional strategies have proven successful as evident by an increase in learning gains in reading and math on the 2018-2019 FSA.

F. Percentage of Students Tested

Somerset Academy Village Charter Middle School has taken great pride ensuring each of our students have been tested during the prescribed window. Over the past five years, 100% of our students have tested each year. We make sure we provided our parents and students with our tested calendar. We send daily Parentlink notifications so our parents can obtain reminders on a consistent basis. We have a large countdown in the front of the school for all our stakeholders to see once they enter our school. Once testing begins, we track student attendance to see if they are in school. If they are not, we call home to remind families of the re-take window. The initiatives mentioned have allowed us to maintain our 100% rate of students tested.

G. Relative Performance

School	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015
Somerset Academy Village Charter Middle School#5002	B	B	B	C	D
Sunrise #0251	B	B	B	B	B
Dillard #0371	C	C	C	C	C
Lauderhill #1391	C	C	C	D	D
Rickards #2121	C	C	C	C	C
Williams Dandy #1071	C	C	C	C	B
Lauderdale Lakes #1701	C	C	C	D	D
Parkway #0701	C	C	C	C	C

As evident in the chart above, Somerset Academy Village Charter Middle School either met or exceeded the performance of the nearby schools serving similar populations and grade levels.

H. School Grade

Somerset Academy Village Charter Middle School earned a school grade of “B” for this past year (2018-2019). Throughout the past charter term, the school has shown consistent growth since 2014-2015 when the school was a “D”. With the results we had this past year, we will continue to utilize constant data disaggregation and progress monitoring in each classroom to ensure we are aware of any concerns which may arise.

I. School Improvement Plan

Somerset Academy Village Charter Middle School has not been required to complete a School Improvement Plan since 2014-2015. With the end result of the plan demonstrating growth, we have been able to utilize the successful plan as a guideline each year. We continue to change and grow to meet the needs of our diverse learners, but we refer back to our SIP to ensure we aren't forgetting the basic steps which we implemented to see positive changes school-wide. However, we do generate an annual School Wide Plan (SWP). This SWP is a comprehensive needs assessment of the entire school with information about the academic achievement of children in relation of the state academic content standards.

J. 300 Lowest-Performing Elementary Schools Plan

Not Applicable

K. School Improvement Rating

School improvement rating isn't applicable for our school over the past 5 years.

L. Graduation Rate

Graduation rate isn't applicable for our school since we service 6th-8th grade students.

M. Cohort Data

This portion of the document isn't applicable to our school.

N. Industry Certification

Over the past charter school term, Industry Certification isn't applicable to our school.

Attachments

Section 1: FEDERAL AND STATE ACCOUNTABILITY

– No Attachments –

2. MISSION-SPECIFIC ACCOUNTABILITY

Section Evaluation

Meets the Standard Rhonda Stephanik, 12/3/19

Final Rating

Meets the Standard

A. What is the school's mission?

The mission of Somerset Academy is to "Set high academic and social expectations which lead to the successful development of the whole child creating lifelong learners prepared to contribute in an ever-changing society."

B. Identify if the charter school is achieving or making significant progress towards achieving the school/mission-specific goals as defined in the charter school's agreement. If the charter school is not making significant progress towards these goals, explain the plan that the charter school will implement to achieve the school/mission-specific goals.

The charter school is achieving and making significant progress towards achieving the school/mission-specific goals as defined in the charter school's agreement. Over the past five years, the school has been achieving the mission's goals as the students continue to improve academically, socially, and behaviorally. This is evident by not only the improvement of the overall school grade, increasing from a "D" to an "B" and maintaining a "B" over the past five years. In addition to the school grade increasing we have also been the top performing school out of all of our surrounding schools.

Attachments

Section 2: MISSION-SPECIFIC ACCOUNTABILITY

– No Attachments –

3. EDUCATIONAL PROGRAM IMPLEMENTATION

Section Evaluation

Meets the Standard Joe Luechauer, 11/12/19

Final Rating

Partially Meets the Standard

Partially Meets the Standard Kim Punzi-Elabary,
11/21/19

Partially Meets the Standard Allisyn Axelrod, 11/21/19

Partially Meets the Standard Laurie Steinberg, 11/21/19

Meets the Standard Celia Jimenez, 11/25/19

Meets the Standard David Shelley, 11/25/19

Meets the Standard Celina Chavez, 11/25/19

Does Not Meet the Standard Louise Ball, 11/25/19

Does Not Meet the Standard Matt Schroeder, 11/25/19

Meets the Standard Marilyn Johnson, 11/26/19

Partially Meets the Standard Hanne Rega, 11/26/19

Meets the Standard Detra Adams, 11/26/19

A. Explain how the charter school is implementing its mission as defined in the charter school's agreement.

The mission of Somerset Academy is to "Set high academic and social expectations which lead to the successful development of the whole child creating lifelong learners prepared to contribute in an ever-changing society." Over the past five years, the school has been achieving the mission's goals as the students continue to improve academically, socially, and behaviorally. This is evident by not only the improvement of the overall school grade, but by the teacher retention rate and the overall positive shift in the school culture.

Entering into a new charter term, Somerset Academy Village Charter Middle School will focus on its mission, as well our vision; "Dedication to providing equitable, high quality education." to continue improving our school for all its stakeholders. After pinpointing our areas of deficiency and concerns, it will allow us to place a stronger emphasis on the unique needs of students not only academically, but socially and emotionally. Utilizing professional developments, classroom observations, and instructional surveys will allow us to also work on improving the quality of instruction which is rigorous and differentiated. As thrilled as we are to have improved from a D rated school to an B rated one over the span of the past five years, we still have goals we strive to achieve. These include continued academic excellence, differentiated instruction and evolving rigorous curriculum. This will allow us to not only meet the needs of each student, but to exceed them.

Our staff takes tremendous pride in their jobs and it is demonstrated daily. Instructional teachers utilize a variety of best practices to ensure their diverse learners have the opportunity to excel. A few examples of these practices include project-based learning, utilization of technology, novel study, and innovative uses of textbooks. With this in mind, high expectations are set for all students. Not only has this facilitated our school in accomplishing our mission, it also provides us the opportunity to ensure students are making adequate learning gains on an annual basis.

B. Explain how the school is successfully implementing research-based curriculum and instructional strategies as defined in the charter school's contract.

Over the past five years, Somerset Academy Village Charter Middle School has followed the state and county suggestions with the implementation of curriculum, instruction, and standards. In addition, we utilize the state-approved Reading Plan adopted by Broward County Public Schools. Our school utilizes evidence base programs and materials to support instruction of the Language Arts Florida Standards (LAFS), Mathematical Florida Standards (MAFS) and NGSSS for both Science and Social Sciences.

In grades 6-8, Somerset Academy Village Charter Middle School uses Collections for our ELA

instruction. Inside and Rewards are used for our intensive reading students. In addition to Collections, we use Top Score for an additional writing component for grades 6-8. For math, the school adopted the HMH Go Math series for all grade levels. Both of these textbooks align to the Florida Standards and have been in use the duration of the last charter term. Science Fusion by HMH has been our Science curriculum. For interventions and supplemental curriculum, Somerset Academy Village Charter Middle School has used Inside, Rewards, and iReady Toolbox for reading. The teachers also use iReady which is tailored to each student's needs for reading and math. For math, the teachers also use the reteach lessons the Go Math curriculum provides.

We have also implemented i-Ready for both Reading and Math. In addition to the diagnostic student data, this program provides us with the opportunity to monitor student progress throughout the year. In between the assessments which happen three times a year, students are able to work on their specific areas of concern according to their test results. To support our instructional staff, we have purchased the teacher tool-kit component of i-Read. This provides remediation materials for students in need of additional content-based instruction and/or remediation.

Somerset Academy Village Charter Middle School is focused on instructional best practices daily. Over the past charter term, we have increased the importance of each teacher generating detailed lesson plans. The plans not only need to consist of what the teacher is planning to do, but also the standards they will be working on, objectives and how they will be observed, assessments, high order thinking questions, and any accommodations a student may need. These accommodations are required for students who are ESOL, ESE, or are in the Rtl process. These weekly lesson plans are required to be submitted before the start of the first school day by 8:00 am. Each week our administration team consisting of the Principal, Assistant Principal, two Curriculum Coaches, and ESE Specialist review lesson plans and provide feedback to teachers.

C. Explain how the charter school is implementing demonstrably effective instructional strategies that support struggling students' ability to achieve grade level proficiency.

The school implements evidence-based and data driven instructional practices to provide additional support for our struggling students. Small group instruction has been our main focus while targeting our struggling students. Utilizing data (prior year FSA, baseline from the current year, and ongoing progress monitoring) we are able to not only formulate the small groups which focus on their unique instructional needs. These small groups are facilitated by the classroom teachers in grades 6-8th. For students who need additional assistance, as evident in our Bi-Weekly Skills Assessments (BWSA), we have generated a push-in model which utilizes our support staff and administration team. With these additional groups, a student who is struggling could be receiving up small group instruction up to 8 times a week in reading and/or math. In addition, the classroom teachers differentiate the instruction to meet the needs of all students. For example, students 2-3 times a week work in centers that are data based and geared toward meeting their needs. During this time there is a teacher led center and small group direct instruction takes place. This gives the students that may not be proficient with a skill the time to receive small group instruction. On the flip side students who have mastered the skill or are proficient can now have their instruction differentiated with higher level assignments to meet their needs. the on-going additional support, continued data-driven core instruction, necessary interventions, Rtl interventions, and ESE accommodations, our teachers can meet the needs of our struggling learners. Currently we do not have any Gifted students.

D. Identify how the charter school competently uses qualitative and quantitative data to inform and guide instructional planning and practice aligned with Florida Standards as well as Next Generation Sunshine State Standards.

Data has been our key component for our decision making. At the onset of each year, all students

are administered the beginning of the year diagnostic in both Reading and Math using i-Ready. Students are administered the i-Ready diagnostic test two more times during the school year, in the middle and at the end, as progress monitoring. In the past, we had our students in grades 6-8 take a Beginning of the Year (BOY) assessments in all subjects. Two years ago, we decided to eliminate the additional testing because not only were the students not performing at a level they were capable of due to over testing, the data we obtain from i-Ready is spectacular.

On a bi-weekly basis, teachers in grades 6th– 8th are required to submit their data results from their BWSA on all state tested subject areas. The data is analyzed weekly to ensure adequate progress is taking place. Also, these numbers provide us with the ability to determine instructional groups in the classroom and students who may need remediation at a different time. This data also drives our data chats with teachers and students providing not only the catalyst to make any necessary changes in the benchmarks addressed, but to establish ownership of the data itself. We have found the more up-to-date and knowledgeable a teacher is about their data, the more effective they are. This also stand for students. When they are able to understand their strengths and areas of concern, they are able to remain more focused and motivated when facing challenging topics.

Each year, we try to streamline the professional development being offered to what the teachers need. We focus on in-house trainings on effective instructional strategies to be differentiated and implemented in the classroom to aide student growth/performance. For four of the last five years within this past charter term, teacher progress was measured using Broward County's teacher accountability program based on Marzano's Focused Teacher Evaluation Model. Last year, we transitioned to Observe4Success to assess teachers and staff. Over the past 5 years, we feel one of our biggest weaknesses is providing teachers with the proper tools to effectively accommodate our growing English Language Arts population. This year, we are providing additional support on a more continuous basis to try and improve our ability to teach these students in a more success. This includes our ESE and ESOL population. Based on the students IEP the SWD's are pulled out for reading and our math. In regard to our ESOL students we capture them through our push in and pull out methods. In addition, both groups also attend our before and after school tutoring as well as Saturday school tutoring. The mentioned instructional strategies have proven successful as evident by an increase in learning gains in reading and math on the 2018-2019 FSA.

E. Explain how the charter school provides effective services for exceptional students (SWD and Gifted) as defined in the charter school's agreement and as required by applicable law. The charter school should provide assurance of charter school and Sponsor collaboration and the adherence to local guidelines for exceptional students (SWD and Gifted). An On-Site Programmatic Review and/or Desktop Review will be conducted.

All state and federal requirements of ESE services provided are monitored closely for compliance by Somerset Academy Village Charter Middle School. To do so, all services are logged into the special education case management tool, Easy IEP. In addition to our monitoring on-site, the Charter School Support Department from Broward County Schools conducts reviews throughout the year. There is an in-depth monitoring visit conducted at the end of each year to ensure our ESE program at school is in compliance. At the onset of each year, the Governing Board Chairs signs an assurance letter confirming the compliance of our ESE department will be monitored during the year.

At Somerset Academy Village Charter Middle School, the process for an exceptional student begins with an evaluation process. For any possible ESE or Gifted student, a parent is required to

provide written consent for their child to be evaluated by a Broward County provided psychologist. During this process, all documentation is scanned and uploaded into the EASY IEP. This allows all paperwork to be accessible at all times. Once the evaluation has been conducted, notice for a meeting is provided to the parents. This meeting allows all parties to review/discuss the evaluation to determine eligibility. If the meeting determines the student is eligible, the appropriate plan is created, an educational plan for a student who is gifted and an individualized education plan for a student with a disability. These plans are created with input from the parent, classroom teacher(s), psychologist, LEA and ESE Specialist. Once the meeting is completed, all services and accommodations are required to be implemented. As SWD are one of the subgroups included in Florida's ESSA plan under the new Federal percent of points index, the school's Leadership team will review the academic progress of this subgroup on a quarterly basis to ensure: (1) they are making academic progress and learning gains, and (2) do not require reviews of their IEPs for the consideration of additional services and supplementary aides.

Somerset Academy Village Charter Middle School has a full-time ESE teacher and ESE Specialist. Our ESE teacher provides all of the services needed in the academic areas using a pull-out model. We have contracted outside service providers when we aren't able to accommodate specific IEP/EP needs. Currently, we have both a Speech and Language Pathologist, along with an Occupational Therapist providing the necessary services to access Free and Appropriate Education (FAPE). As previously mentioned, it is required that all services, outside contracted services included, are to log services into the EASY IEP program. Any of the classroom accommodations, for both SWD and Gifted, are provided by the child's classroom teacher. These accommodations must also be listed on lesson plans daily for each subject area that is applicable. Professional development is provided at the onset of the school year during preplanning week. This provides an opportunity for teachers to obtain assistance with accommodation strategies for our population.

Over the past five years, we have learned it is necessary to provide additional professional development to assist our teachers to be the best prepared/informed as they can be. Our ESE department will continue to be diligent and ensure we remain up to date on all student accommodations and compliant with the law. We will also encourage classroom teachers to participate in professional developments provided by the county and continue to keep clear communication with the Broward office which provides us ongoing support.

F. Explain how the charter school implements effective programs and services to meet the needs of English Language Learners as defined in the charter school's contract and as required by applicable laws. An On-Site Programmatic Review and/or Desktop Review will be conducted.

Over the past five years, Somerset Academy Village Charter Middle School has worked diligently to remain in compliance with our English Language Learners (ELL) student caseload. To do so, our process begins with identifying eligible students based on the Home Language Survey which is part of the Broward County Public School's registration application process required for all new students to our school. Each of these students are administered the Idea Proficiency Test (IPT). Any student who transfers from another Broward County Public School is identified by checking the Specials Program, A23 panel electronically on TERMS or by utilizing their cumulative folder. If a student is enrolling in our school from another county, state, or country, we utilize the home language survey in our enrollment paperwork. Our on-site ESOL Coordinator works diligently to remain up to date with all documentation and conduct all annual reviews, and re-evaluations. Our ESOL Coordinator also utilizes the ELLevation program to ensure all the appropriate meetings are taking place on or before 30 days of the students' due date.

In addition to the importance of identifying each ELL student, is making sure these students are receiving any support they may need. All teachers are provided a list of ESOL students, their

individual classifications, ESOL Instructional Strategies Matrix, and support in understanding what each student should be able to accomplish based on their ELL levels. If a new student enrolls in our school during the school year, the same process takes place immediately after determining if they qualify for the ELL program. Each teacher keeps a copy of the matrix in their lesson plan binder so they can refer to it when providing accommodations for their students in their weekly plans. Throughout the year, professional development is offered to provide/review strategies to assist teacher on how to effectively teach their ESOL students.

Somerset Academy Village Charter Middle School is providing teachers with the necessary tools they need to do the best they can when it comes to accommodating our ESOL Students. Additional hands-on professional development will take place quarterly throughout the year each academic school year to ensure teachers have a better understanding of not just how to select the appropriate accommodations needed for each specific ESOL student but how to actually implement it effectively in their lessons. Moving forward, the administration team and ESOL Coordinator will be more diligent at reviewing lesson plans to check for accommodation accuracy and conducting walk-throughs in all classrooms to see if teachers are actually implementing them. As ELL are one of the subgroups included in Florida's ESSA plan under the new Federal percent of points index, the school's Leadership team will review the academic progress of this subgroup on a quarterly basis to ensure: (1) they are making academic progress and learning gains, and (2) do not require reviews of their IEPs for the consideration of additional services and supplementary aides.

G. Explain the school's current process for MTSS/RTI, specifically with documentation of progress monitoring and the assessments used.

Somerset Academy Village Charter Middle School has a Collaborative Problem-Solving Team (CPST) comprised of the following team members: Principal, Assistant Principal, General Education Teacher, ESE/RTI Specialist, Parent, SLP and School Psychologist. The team meets monthly, and more often as needed, to discuss the needs of the students. All students enter the school at TIER 1. TIER 1 is standard evidence-based instruction. Within the first three weeks of school, students take the iReady Beginning of the Year (BOY) assessment. iReady is one of the programs we use to progress-monitor the students. We also use BWSA (Bi-Weekly Skills Assessment). This assesses the skills that the students were taught during the previous week. Once the BOY tests are completed, teachers review the data and submit the students' data to administration. Based on the BOY assessment and our BWSA assessments, teachers determine if the student is in need of TIER 2 interventions. If so, students are referred for those TIER 2 interventions through the RTI (Response to Intervention) program. The teacher completes an RTI referral; thus, the RTI process begins.

Once the coordinator receives the referral, s/he begins to review the student's information on BASIS and has the teacher completes a TIER 1 intervention form. That form describes all the strategies the teacher did so far to close the gap for the student. After the form is returned, a meeting is called with the Parent – Multi-Tiered Support System (MTSS). During the meeting, the student's data is reviewed and compared with his school-age peers. The team makes a decision on whether to start TIER 2 interventions. If the MTSS decides on Tier 2 interventions, the student's progress will be monitored for five to six weeks. When the six weeks ends, the team reconvenes to discuss the student's progress. Graphs of the student's data compared to his class and intervention group are reviewed. If the student continues to perform below grade-level based on the data we will start TIER 3. During this TIER the student is pulled 3 times a week for 30 minutes working on the deficient skill. After the 4-6 week the MTSS team meets again to discuss the progress. Graphs of the student's data compared to his class and intervention group are reviewed. If the student is still not making progress a referral for ESE will be next and a consent for testing will be provided to the parent to sign. If the student is making progress we will continue the intervention and monitor the student.

Parents are invited to all MTSS meetings. Their input is vital in the success of the student. Parents also attend quarterly parent conferences and our school has an open-door policy so parents can feel comfortable enough to walk in and discuss their child's progress.

H. Explain the charter school's current process to implement an Early Warning System (EWS).

Somerset Academy Village Charter Middle School adheres to Broward County Schools Early Warning System (EWS). The EWS data is located on BASIS. On BASIS, we are able to locate indicators regarding students that are level 1 and 2 on the FSA assessment, students with attendance issues, and over-age students. EWS is a way to address the needs of student that may be in danger of not performing at grade level based on one or more indicators. The goal is to address the issue early and implement evidence-based interventions to close the gap and meet the needs of the students.

At our school, the RTI Specialist reviews BASIS at the beginning of the school year and identifies all students that have indicators under EWS. The identified students are immediately added to the MTSS Process. Teachers are given student names and interventions are put into place. The interventions may include push-in and pull-outs in reading and/or math, tutoring before and after school, data chats, counseling, FBA's/PBIP and parent conferences. The interventions can be done in the classroom with the teacher or with support staff. During the interventions the teachers focus on the specific needs of the students based on the iReady Data and BWSA. If the issue is attendance, the social worker contacts the parents and address the issue of why the child is not coming to school. Processes are put in place which may include having the student attend morning or aftercare if needed. If the student has a behavior issue, an FBA may be needed to address the function of the behavior. Once the function is identified, a PBIP may be created to address the behavior. If needed, it will be implemented throughout all classes and progress-monitored by the teacher and RTI Specialist. If a student enrolls in our school after the year has started, the same process applies as soon as they arrive to ensure the proper assistance is provided.

Data including academics, behavior and attendance records are viewed after six weeks. As the students make progress, gaps are closed academically, attendance is on an upward trend and suspensions and behavior referrals are down, students can be removed from EWS but will continued to be monitored.

Attachments

Section 3: EDUCATIONAL PROGRAM IMPLEMENTATION

– No Attachments –

FINANCIAL PERFORMANCE

1. FINANCIAL MANAGEMENT

Section Evaluation

Final Rating

Meets the Standard Lourdes Panizo, 11/19/19

Meets the Standard Reynaldo Tunnermann, 11/20/19

Meets the Standard

A. Explain how the charter school implements an effective system of internal controls over revenues, expenses, and fixed assets, and exercises good business practices.

The Governing Board has the ultimate responsibility to ensure that the School's finances are managed properly. The Board has contracted the services of an Education Services Provider (ESP), to assist the Board and the School Principal with the preparation and reporting of the School's finances.

The School has established financial procedures to further safeguard its finances. The Governing Board shall annually adopt and maintain an operating budget, retain the services of a certified public accountant or auditor for the annual independent financial audit and review, and will approve the audit report, including audit findings and recommendations. In the event a financial recovery plan is necessary, the Board will monitor it and ensure such plan is appropriately maintained. The Governing Board of the School will also review and monitor the financial statements of the School on a monthly basis during regularly scheduled Board Meetings.

Controls - The Board of Directors is responsible for establishing and maintaining a system of internal controls in order to provide reasonable assurance that the school's assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with the school's authorization and recorded properly in the financial records. Specifically, the Board has established controls in accordance with all applicable federal, state and local laws and in line with accepted industry standards and best practices regarding:

- a. Revenues, accounts receivable, and cash receipts
- b. Expenditures, accounts payable, and cash disbursements
- c. Budgeting and financial reporting
- d. Risk management
- e. School inventory & capital assets
- f. Student records
- g. Employment records

Standard procedures utilized to ensure sound internal accounting and a system of checks and balances include:

General Accounting - utilization of accepted state codification of accounts pursuant to the

Financial and Program Cost Accounting and Reporting for Florida Schools in all transactions pertaining to its operations.

Internal accounting procedures for the School pertaining to receivables and disbursements are as follows:

For receivables, all cash payments will be logged, coded by source and deposited in a timely manner. Deposits are reconciled to cash receipt logs. Disbursements will be made only to approved vendors and must be appropriately authorized. Disbursement voucher packages are prepared at the School site and authorized by the School Principal. Disbursement vouchers are submitted to the ESP with appropriate supporting documentation to substantiate the nature, account classification, business purpose and amount. Disbursement vouchers are reviewed and approved by the Principal and the ESP. For internal accounts, all disbursements require two signatures. For operating and lunch accounts, disbursements require two signatures for any check in the amount of \$2,500 or above. Checks in the amount of \$25,000 or above require that one of the signatures be that of the Board Chair. Authorized signatures on checks are limited to the Chair of the Governing Board, the president, the School Principal/designee, ESP representative, and others, as approved by the Governing Board.

Bank statements are reconciled on a monthly basis. The School will provide regular financial statements to the Sponsor including a statement of revenues and expenditures and changes in fund balances, prepared in accordance with generally accepted accounting principles. These will be provided on the dates required by the School Board in the charter school contractual agreement between the School and the Sponsor.

Wire Transfers - copies of all wire transfers (e.g., FTE funds, grants, charter school capital outlay) into the school's banking account(s) along with supporting documentation are maintained and recorded in the general ledger by journal entry.

Internal Revenue Collection - funds collected at the school (i.e., lunch monies, fundraisers, field trips) will be initially collected by designated school staff. These funds along with supporting documents are submitted to the Financial Manager whose responsibility is to record and prepare the deposit. All deposits will be prepared in duplicate; the original goes to the financial institution and the copy remains intact in the deposit book. A copy of the financial institution validated receipt along with supporting documentation will be maintained.

Capital Expenditures - purchase orders are required for all capital expenditures and are pre-approved by the Executive Director, Principal, or Designee. Limits are set by the Board of Directors and may change as necessary. These purchase orders are prepared in duplicate with one going to the vendor and the other remaining at the school on file in the Accounting Office. Any purchase order totaling more than the limit as set by the Board of Directors requires Board action.

Operational Checking Accounts - all expenses related to the operations of the school are paid from the operating account. All operating expenditures are subject to the same approval processes as indicated for capital expenditures. All accounts are reconciled on a monthly basis and presented to the Board of Directors for review.

Authorized Check Signers - authorized signers on school accounts are limited to certain specified individuals as approved by the Board of Directors.

Segregation of Duties relating to financial controls –

The school principal/administrator will be responsible for all aspects of school operations within the scope of operating policy and budgetary approval by the Governing Board. The school's on-site administration/faculty and staff will report directly to the principal, who then reports to the Governing Board. The ESP, contracted by the board, will provide bookkeeping, and financial forecasting services to the Governing Board for its oversight and approval.

The Board, at minimum, will be responsible for:

1. reviewing and approving a preliminary annual budget prior to the beginning of the fiscal year;
2. reviewing quarterly financial statements, which include a balance sheet and statement of revenue, expenditures and changes in fund balance, at each public board meeting;
3. annually adopting and maintaining operating budget for the school
4. retaining the services of a certified public accountant/auditor to conduct the annual independent financial audit;
5. reviewing and approving the audit report, including audit findings and recommendations; and
6. reporting to all applicable legal agencies including the charter school's sponsor
7. overseeing the school's principal and all financial matters delegated to the principal

The School will provide the Sponsor with annual audited financial reports as of June 30 of each year. These reports will include a complete set of financial statements and notes thereto prepared in accordance with generally accepted accounting principles for inclusion into the Board's financial statements annually, formatted by revenue source and expenditures and detailed by function and object, as per the Sponsor's timelines.

The School will utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, as a means of codifying all transactions pertaining to its operations for both internal and external reporting. Financial reporting will be subject to any directives issued by the State of Florida and the local school district.

The Board will review and approve a preliminary annual budget prior to the beginning of the fiscal year. The Principal of the School will prepare a school-site budget, which will include anticipated revenues and expenditures based on student enrollment. Each quarter, the Board will review the budget and make revisions, as necessary.

The Principal will manage the day-to-day operations and site-based finances, including expenditures and receivables. The Board will adopt a policy whereby the Principal will need to seek prior approval from the Board for expenditures over a pre-approved amount. The Principal will report at least quarterly to the Governing Board on the progress of the site-based budget and make recommendations and seek approval for large expenses. The Governing Board will oversee the Principal and remain responsible for all financial matters delegated to the Principal.

Audit Findings

For the 6/30/19 fiscal year, Somerset Academy Village Charter Middle School received an audit finding related to the lack of a formal process for maintaining inventory of capital assets and reconciling to the trial balance. In response to this observation, the board identified a third party inventory management company to assist in reconciling the physical property at the school with the school's existing inventory schedule and trial balance. In

addition, an asset management software has been purchased in order to maintain inventory electronically thereafter. On a semi-annual basis, the inventory schedule shall be reconciled to the trial balance.

B. Explain how the charter school adheres to general-accepted accounting principles.

The School will utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, as a means of codifying all transactions pertaining to its operations for both internal and external reporting. Financial reporting will be subject to any directives issued by the State of Florida and Sponsor.

Additionally, these policies, identified in the Board's Policies and Procedures Manual, ensure effective internal controls over revenues, expenses and fixed assets and are evaluated on a monthly basis to ensure compliance with all statutory and regulatory authorities.

Among others, these procedures require the school to:

- Utilize the standard state codification of accounts (Redbook) as a means of codifying all transactions pertaining to its operations for both internal and external reporting; the Board reserves the right to use GAAP in accordance with the Florida Statute.
- Open an operating bank account and a school fundraising account with an FDIC insured institution
- Record transactions managed by these accounts in a QuickBooks or similar program
- Reconcile monthly reports and bank statements and keep in monthly binders at the school
- Record and log all cash and checks received and deposit daily.
- Require dual signatures for all checks over \$2500.00, as established by the Board
- Prepare disbursement voucher packages at school-site as authorized by the Principal and submit to ESP with appropriate supporting documentation
- Make disbursements only to authorized/approved vendors
- Conduct physical property inventories at the beginning and end of every school year to safeguard fixed assets.
- Categorize, label, and record all fixed assets in an Inventory Log which is updated throughout the school year as items are purchased and disposed
- Follow the procedures for proper disposal and inventory as detailed in the Internal Accounting Manual and Accounting for Fixed Assets section of board's Financial Policies and Procedures
- Retain documents for a specified amount of time

C. Explain how the charter school submits timely and accurate financial information adhering to its financial reporting requirements as defined in the school's contract.

Monthly and quarterly (unaudited) financial statements are prepared and submitted to the Sponsor, as well as to the school's Board of Directors, for review and approval and its compliance. Budgets are also prepared and presented to the Board of Directors for review and approval at regularly scheduled board meetings. Upon adoption, the budget is posted to the school's website. In addition, annual budgets are submitted to the Sponsor. Annual Audited Financial Statements are presented to the Board of Directors upon completion, and submitted to the Sponsor and Auditor General per statute. A fixed asset schedule is maintained and reconciled with the General Ledger (Appendix N) on a semi-annual basis. Additionally, the school uploads an inventory report onto Charter.Tools on a semi-annual

basis. The school monitors the Bond Technology inventory report for items received through the bond technology funding on a semi-annual basis, and uploads the report to Charter.Tools.

Attachments

Section 1: FINANCIAL MANAGEMENT

– No Attachments –

2. FINANCIAL VIABILITY

Section Evaluation

Meets the Standard Cassandra Vallianos, 11/19/19

Final Rating

Meets the Standard

A. Explain how the charter school maintains a balanced budget and a positive cash flow.

Somerset Academy Village Charter Middle School #5002 has maintained balanced budgets and positive cash flows over the past nine (9) years, as evidenced in the certified audited financial statements and notes thereto on file with the school district. The most recent 2019-2020 annual budget reflects a projected positive ending cash balance of \$369,905 for the year.

The Board reviews and approves a preliminary annual budget prior to the beginning of the fiscal year. The Principal of the School, along with the ESP's Director of Budget, prepares a school-site budget, which include anticipated revenues and expenditures based on student enrollment. The Board reviews the budget and makes modifications as needed each board meeting (at minimum on a quarterly basis).

The Principal manages the day-to-day operations and site-based finances, including expenditures and receivables and seek prior approval from the Board for expenditures over a pre-approved amount (as per Board policy). The Principal reports at least quarterly to the Governing Board on the progress of the site-based budget and makes recommendations and seeks approval for large expenses. The Governing Board will oversee the Principal and remain responsible for all financial matters delegated to the Principal.

The Board will review and approve a preliminary annual budget prior to the beginning of the fiscal year. The Principal of the School will prepare a school-site budget, which will include anticipated revenues and expenditures based on student enrollment. Each quarter, the Board will review the budget and make revisions, as necessary.

B. Verify that the charter school's financial obligations are in good standing.

Somerset has established sound financial procedures to safeguard their finances as detailed above. As such, Somerset's financial obligations are in good standing in that the schools can sustain any unforeseen expenditures based on the current net balance and anticipated

surplus.

C. Provide a detailed explanation for the sound and sustainable long-term financial plan for the charter school.

The leadership at Somerset creates and maintains a balanced budget (as approved by the Board) in order to support the vision, purpose, beliefs and values, educational programs, and action plans for continuous improvement. Each school benefits from the support and scrutiny of several entities -- including the governing board, sponsoring local school district, Academica (who was selected by the governing board) -- to provide guidance and resources to assist the schools with fiscal responsibility and accountability on a long-term basis.

Long-term financial planning is also a component of Somerset's Strategic Plan that is analyzed and modified every 5 years. Long-term financial plans are included as objectives in the Strategic Plan to ensure that adequate funds are set aside to meet the needs of the schools on an ongoing basis.

As evidenced by the 2018 special purpose financial statements, Somerset Academy, Inc. has a total net asset balance of over \$73,966,168. Accordingly, it is anticipated that the school will continue to accumulate a surplus that will serve to increase the net asset balance of the entity. Somerset Academy Village Charter Middle School #5002 has a combined surplus of over \$382,611 in reserve as part of their sustainable long-term financial plan as can be seen in the 2019 Audited Financials on file with FLDOE and BCPS.

Furthermore, as part of its sustainable long-term financial plan, the Governing Board has instituted sound business practices by establishing policies to ensure effective internal and external controls. Somerset Academy Village Charter Middle School #5002 has, based on current enrollment trends, utilized the Revenue Estimate Worksheet for 2020-2021 (Appendix R) to forecast and create a Projected Five (5) Year Budget for 2021-2025 (Appendix Q). These measures will ensure the sound and sustainable long-term financial plan for school operations over the next five (5) years.

Attachments

Section 2: FINANCIAL VIABILITY

– No Attachments –

ORGANIZATIONAL PERFORMANCE

1. STUDENT ENROLLMENT AND CONDUCT

Section Evaluation

Final Rating

Partially Meets the Standard Sean Brown, 11/21/19

Meets the Standard Marion Williams, 11/27/19

Meets the Standard Jill Young, 11/27/19

Partially Meets the Standard

A.Explain if the charter school's actual enrollment has been consistent with its projections.

If it has not been consistent, what measures has the charter school taken to increase student enrollment?

Somerset Academy Village Charter Middle School has been pretty consistent with its projections in enrollment throughout the past 5 years. The current principal has been at the school for the past 4 years and served 3 years as the assistant principal prior to that. The parents have developed a trust in the administrative team, which helps with enrollment. Moving forward, we hope to increase our enrollment of about 16 students. Due to our population being majority of low socio-economic status they tend to be transient, which sometimes affect our enrollment. Our recruitment efforts consist of mailers which highlights the school's accomplishments to nearby zip codes, visiting nearby pre-schools, and building relationships with our community partners. We are continuing to include recruitment efforts throughout the year such as picnics at city parks to invite parents out to learn about the school.

B.Provide the demographics of the community the charter school serves. Is the racial/ethnic composition reflective of the community or other public schools in the same school district?

The racial ethnic composition of the school's student body reflects 6% Caucasian, 53% Black, 38% Hispanic and 2% are other races. As a point in comparison, the neighboring schools reflect different percentages in student body composition. At Somerset Academy Village Charter Middle School, #5002, we compare to five (5) out of the eight (8) schools below in the Black category, two (2) out of the eight (8) schools in the Hispanic category. See chart below with current demographic information for neighboring schools.

<u>School</u>	<u>WHITE</u>	<u>BLACK</u>	<u>HISPANIC</u>	<u>MULTI/OTHER</u>
S.A.V	6%	53%	38%	2%
Sunrise	25%	48%	20%	3%

Dillard	1%	91%	5%	1%	C.Describe the charter school's
Lauderhill	0%	95%	3%	0%	
Rickards	13%	31%	47%	3%	
William Dandy	0%	93%	4%	1%	
Lauderdale Lakes	0%	82%	14%	1%	
Parkway	3%	84%	8%	2%	

current enrollment procedures as defined in the charter school's contract and in compliance with applicable law.

Somerset Academy Village Charter Middle School follows our Somerset Academy, Inc. board approved student enrollment policy.

The school has an open admissions policy, available to any student, as described in F.S. §1002.33(10), who submits a timely application (prior to the posted deadlines), unless the number of applications exceeds the capacity of the program, class, grade level, or building. In such case, all applicants will have an equal chance of being admitted through a random selection (lottery) process. If the number of applications falls short of the established capacity, supplemental registration periods may be held for the purpose of reaching student capacity. In accordance with federal and state anti-discrimination laws and the Florida Educational Equity Act, Section 1000.05(2), the school will not discriminate on the basis of race, ethnicity, national origin, gender, or disability against a student in its school admission process.

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

- Students who are siblings of a student enrolled in the charter school;
- Students who are the children of a member of the governing board of the charter school;
- Students who are the children of an employee of the charter school;
- Students who are the children of an active duty member of any branch of the U.S. Armed Forces; and
- Students who attended or are assigned to failing schools pursuant to s. 1002.38(2).

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

- Students residing within a reasonable distance of the charter school, as described in paragraph (20)(c). Such students shall be subject to a random lottery and to the racial/ethnic

- balance provisions described in subparagraph (7)(a)8 or any federal provisions that require a school to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the same school district;
- Students articulating from one charter school to another pursuant to an articulation agreement between the charter schools to be approved by the sponsor. This would allow us to continue deliver a seamless curriculum for students across grades K-12 in the network while allowing the school to serve the surrounding community.

D. Describe the charter school's plan to ensure a safe and secure environment.

Somerset Academy Village Charter Middle School, #5002, maintains a safe and secure learning environment. The School will cooperate with the Sponsor and law enforcement to provide the safest school possible for the staff and students. The school incorporates all applicable and appropriate District-approved emergency efforts to maintain a safe school environment. The administrative team conducts ongoing trainings for all staff on safety protocols and emergency action plans for emergency situations. Procedures and plans are provided to teachers and the staff through the faculty handbook and during faculty meetings. There have been very few incidents at the school and the appropriate corrective actions are taken to ensure the safety and security of the school and its students. All procedures of Broward District Public Schools are followed utilizing the Broward County Public Schools Code of Conduct and BCPS Discipline Matrix as a guide. Student discipline referrals and outcomes are entered in TERMS pursuant to District requirements. Our protocol for students with any disciplinary action is to counsel the student regarding the behavior to determine the reasoning behind it and make sure that there is no reason to believe the incident would occur again with that student. If any concerns arise, the guidance counselor will get involved and the next actions will be determined dependent on the severity of the situation. If a threat assessment is necessary, we will conduct one and go forward with appropriate steps. The administration will involve law enforcement when necessary. If the team determines the child to need interventions, the child will be placed on a Behavior RTI for further monitoring. In addition to having an onsite school counselor, if it is a situation where the child needs immediate mental health counseling, we will refer to our community partner agencies who can provide immediate support for the child. Each situation is handled appropriately dependent on the circumstances and the support the Collaborative Problem Solving Team deems necessary for the child.

The Governing Board and the School ensures that all provisions of the Jessica Lunsford Act (1012.465.F.S.) and SB 7026, the Marjory Stoneman Douglas High School Public Safety Act are adhered to at the school in ensuring the safety of all faculty, staff and students on the property. The School, in compliance Florida Statutes, has secured the services of a safe school officer, publicizes the use of FlortifyFL, a mobile suspicious activity reporting tool to promote school safety awareness to all stakeholders, in addition to complying with required training of staff. The school will comply with all reporting requirements from the Office of Safe Schools, including: School Environmental Safety Incident Reporting (SESIR) and Florida Safe Schools Assessment Tool (FSSAT).

Due to the recent Marjory Stoneman Douglas incident and the recent safety act that was put in place, Somerset Academy Village Charter Middle School, #5002, has implemented many safety precautions. In addition to the safe school officer that we have always had on our campus, we have also increased campus surveillance by adding cameras to cover all areas of the building including the inside of the classrooms and the perimeter of the building. As usual, we are continuing to conduct our monthly fire drills and our bi-annual evacuation drills. We have added a monthly active shooter/code red drill as required by Florida Statute. Our school operates with a single point of entry into our building which is locked and requires visitors to be buzzed in. Once

buzzed in, visitors must present a governmental issued form of identification which is run through our check-in system. Additionally, last year, we provided all of our staff members and faculty with an active shooter training conducted by the Wilton Manors Police Department.

Security starts from the outside, in. In order to establish if a facility is secure and to identify areas of strength and weakness, the school administration and personnel complete the Readiness Emergency Management Facility Security Checklist on an annual basis. The checklist ensures that administration is always on top of the status of the security of the building. Security designees are accountable for the safety and security of all students and staff. As a whole, the safety and well-being of students is the number one priority of all staff members. Results of the checklist establish where the school needs to tighten security and establish procedures to do so quickly. The forms are completed on an ongoing basis to ensure the safety of the facility is never compromised.

The checklist includes, but is not limited to:

Outer Perimeter Security Check

Perimeter Property Inspection – Fencing/Gates, Drop-off/Pick-up zone, Vehicles/Emergency Vehicles – Parking

Building Exterior Security Check

Signage

Landscaping

Exterior Lighting

Video Surveillance Cameras

Exterior Building Components

Building Interior Security Check

Interior Building Components: Single Point Entry, Security Monitor Station, Camera Control Room/Control Room Monitor, Visitor Management System, Access Control/Photo ID for Visitors

Identification

Student/Staff Identification Procedures and policies

Evacuation Plans

Evacuation Procedures: Drills, Plan for Disabled Students, Accounting Procedures for students & Staff

Building Access/Notification

Keys & Access Cards/Announcements

The school will continue to implement school hardening measures to ensure safety is at the forefront of school operations.

Mental Health as well as social/emotional support is another important factor to ensuring a safe and secure learning environment. Our school has a guidance counselor to support the social and emotional well-being of our students. We have implemented programs from Memorial Health such as Making Proud Choices: Teen Pregnancy Prevention and Life skills: Substance Abuse Prevention. Our guidance counselor continues to conduct group as well as individual sessions for students who are struggling socially or emotionally. Additionally, we are seeking professional development for the staff as well as the administration around mental health topics. The principal and the majority of the staff was trained in Mental Health First Aid by the Educational Service Provider before the start of the 2019-2020 school year. The administration will ensure that all staff members are trained by the completion of the 2019-2020 school year. Florida School Personnel Mental Health Awareness Training, Kognito, has been provided for those who are still in need to be trained in the Mental Health First Aid Training.

With all of these efforts, we feel that we have created a very safe and secure learning environment at Somerset Academy Village Charter Middle School, #5002.

Attachments

Section 1: STUDENT ENROLLMENT AND CONDUCT

– No Attachments –

2. FACILITIES

Section Evaluation

Meets the Standard Victoria Stanford, 11/26/19

Final Rating

Meets the Standard

A.Explain how the charter school's facilities comply with applicable laws and codes.

The facility has an adequate number of classrooms designed to meet or exceed all pertinent classroom design standards. The facility also includes the following uses: lunchroom and/or multi-purpose spaces, library/media-lab, restrooms, and administrative offices. The facility complies with the Florida Building code pursuant to Section 1013.37, Florida Statutes, and with applicable state minimum building codes pursuant to Chapter 553, Florida Statutes, and state minimum fire protection code pursuant to Section 633.025, Florida Statutes as adopted by the authority in whose jurisdiction the facility is located. Since the school opened, evidence of compliance with applicable facilities laws is seen in the onsite evaluative reports created by the District where it is acknowledged that the school facilities are conducive to a good learning environment. Additionally, the city of Wilton Manors Fire Department and the Department of Health conduct their annual school inspections to determine compliance. The school complies with any requests and corrects anything noted immediately. These inspections are provided to Broward County on an annual basis and are on file for review.

B.Explain how the charter school complies with applicable health and safety laws.

Somerset Academy Village Charter Middle School, #5002 complies with applicable health regulations as evidenced by the inspection reports on file. The school stays current on all health inspections. Fire drills as well as the newly required code red drills are conducted and logged on a monthly basis in compliance with the law. Copies of these drills are also provided to the BCPS Charter School Office using the charter tools platform. Evacuation plans are available and are planned to ensure the safe evacuation of all persons from all areas of the school. Evacuation drills as well as tornado drills are conducted once per semester and submitted on the charter tools platform as well. Since the school opened, evidence of compliance with applicable health and safety laws is seen in the onsite evaluation reports from the health department which are on file. In addition, the district has noted compliance during the annual on-site monitoring visit where it is acknowledged that that school has records of all facility inspections on file and that building, fire and safety inspections are on file.

Attachments

Section 2: FACILITIES

– No Attachments –

3. GOVERNANCE, STAFF AND PARENTS

Section Evaluation

		Final Rating
Meets the Standard	Khandia Pinkney, 11/6/19	Meets the Standard
Meets the Standard	Maria Yen, 11/15/19	
Meets the Standard	Aneatra King, 11/22/19	
Meets the Standard	Debbie-Ann Scott, 11/25/19	
Meets the Standard	Brenda Santiago, 12/2/19	

A.Explain how the charter school implements the governance structure as defined in the school's contract.

Somerset Academy Village Charter Middle School, #5002 utilizes a governance and leadership system that promotes student performance and system effectiveness. The governing board of Somerset Academy, Inc. is responsible for the affairs and management of the school and provides continuous oversight of school operations. The Board is committed to the mission of the school and is cognizant of their responsibility to effectively and properly manage public funds. The school implements the governance structure as defined in the Charter contract, By Laws and Articles of Incorporation. In addition, the governing board has contracted with Academica Corporation, an educational service and support organization, to

provide the school with: fiscal compliance and support, legal guidance, insurance compliance, human resource support and management, fiscal plant acquisition, maintenance and support, and guidance in federal, state and local regulations.

Board Roles & Responsibilities:

Somerset Academy Village Charter Middle School, #5002 governing board develops policies and procedures that promote the effective operation of the school that include clearly defined lines of authority, relationships and accountability which support the vision, purpose, beliefs and goals of the school as defined in the school's contract. It is the governing board's role to review, amend and establish new policies for the school at each meeting that are reviewed annually. This allows the governing body to exercise continuous and effective oversight of the school's operations. The Governing Board establishes the school's hierarchy of authority, defines rules and regulations required of all staff in the performance of their job, outlines benefits, and provides for evaluation of mentoring of all staff members. The educational administration team provides the Governing Board with the school's policy manual each year for adoption at the annual board meeting. The adoption of the school policy manual by the governing board does not provide interference to the school administrative team in the accomplishments of its goals. The governing board is provided with the orientation and training when they obtain their position and annually, when needed. The training is in compliance with the Florida State Department of Education and is procured by an approved state vendor.

The Governing Board for Somerset Academy Village Charter Middle School, #5002 oversees business operations and sets policies for all the charter schools that fall under its domain. At each meeting, the budget – expenditures and invoices – is reviewed and adjusted as needed to ensure that a balanced budget with a reserve is achieved at the end of each academic school year. The board also establishes and monitors work policies and procedures to ensure effective operation of each school, and promotes data analysis. The conclusions from the data obtained are analyzed, and through team collaboration with school administrators, plans are developed to drive continuous student growth. The principal reports to the governing board at each quarterly scheduled public meeting and at special public meetings called throughout the year. Each school has its own operations manual and handbooks for the teachers, students and parents that set guidelines for the day-to-day operations of the school. These manuals/handbooks, and their updates, are reviewed and approved by the governing board.

Somerset Academy Village Charter Middle School, #5002 principal and governing board work as a collaborative team to maintain high achievement, outstanding performance and to ensure that each Somerset Academy Village Charter Middle School, #5002 student will meet or exceed proficiency. Dialogues between governing board members and administrative staff occur at governing board meetings. The governing board provides guidance, insight and direction with assistance from the educational service and support provider (Academica). Together, Somerset Academy Village Charter Middle School, #5002 stakeholders focus on school programs, plans and policies to remove obstacles that may affect student and teacher safety and performance.

B. Provide an explanation or verification of how the charter school complies with state Sunshine Laws and laws governing public records.

The Board meets regularly, as required by State law and the Charter. The Board adopts a meeting schedule of its annual, quarterly and special meetings in compliance with provisions of state laws, its Charter contract and corporate bylaws. The Board complies with the state Sunshine Laws and laws governing public records. All meetings are open and accessible to

the public, notice of which is posted at the school site, as well as on the school's website, a minimum of five days in advance of each meeting. All attendees are provided an opportunity to receive information regarding the charter school's operation. Meeting agendas are made available for all meetings. Meeting minutes, budgets, and audited financial reports are posted on the school's website. In addition, time is allotted at each meeting for public input. The Governing Board members participate in the Florida Consortium of Charter Schools Board Governance Training as required by the State of Florida Department of Education. All public records are kept as required by law. In the event a public records request is made, the school responds acknowledging the request in a timely manner and produces the records in accordance with applicable law.

Evidence of compliance with applicable governance laws is seen in monitoring the onsite evaluation reports created by the district where it is acknowledged that there is a record kept of board meetings and that the charter board has by-laws regarding how they function as a governing body.

C. Employment/Staffing

Explain how the charter school employs instructional staff that meets state and federal qualifications.

Explain the system that the charter school uses for teacher and administrator evaluations.

Provide the approved and adopted pay for performance plan and salary schedule.

The school employs instructional staff that meets state and federal requirements. All educational staff are required to hold a Bachelor's Degree or higher in their field and have State Certification for the required position. The school's certification annual self-audit displays the staff roster and the qualifications of the educational staff. At the school, there is a record kept of teaching certificates for all teachers, original college transcripts and any out-of-state certificates.

The purpose of Somerset Academy Village Charter Middle School, #5002, teacher evaluation system is to increase student learning growth by improving the quality of instruction. The system is founded on a core of effective practices that have been strongly linked to increased student achievement and include the Florida Educator Accomplished Practices and the requirements of Florida Statute 1012.34. Somerset Academy Village Charter Middle School, #5002, has opted to utilize the state approved Observe4Success Evaluation System. This model and the observation instruments are linked directly to effective teaching practices and the Florida Educator Accomplished Practices.

It is the governing board's role to determine the effectiveness of its administration. Each Principal is evaluated at least once a year in accordance with F.S. 1012.34. The Governing Board uses the Florida Consortium of Public Charter Schools School-Based Administrator Evaluation to evaluate the administrators from the school. It is then the role of each principal to determine the effective of her teacher performance, and student achievement and report his/her findings to the governing board. The Florida School Grades and state reports of learning gains and proficiency are useful tools in evaluating the schools overall effectiveness.

The current pay for performance plan and salary schedule is on file for review.

D. Demonstrate how the charter school has and is effectively involving parents in its programs as defined in the school's contract or prior application.

Parents are provided with opportunities for involvement in the schools operations. Parent and community in school matters continue to be a fundamental and required part of the philosophy and operation of Somerset Academy Village Charter Middle School, #5002 as it states in the Student/Parent Contract. The school ensures that parents, teachers, community members and other stakeholders are actively engaged in the design and implementation of the school's mission. Community leaders and parents are urged to become valuable stakeholders at the school level along with staff, and are also encouraged to assist in developing the school improvement plan. Volunteer hours help guarantee that parents are committed to making Somerset Academy Village Charter Middle School, #5002 a success, while ensuring their child's accomplishments in school. Evidence of compliance with parental involvement is seen on the website and in the completion of volunteer commitment. It is also reflected in the attendance during SAC meetings, parent workshops, school events and out of school functions. Parents are involved in the school's programs through monthly parent activities that begin early in the year with our Annual Title I Public Meeting. This meeting informs parents of the components of the Title I program and gives them information around curriculum and assessments. Additionally, a big piece of the meeting was to recruit parents to become part of the school's decision-making process by attending our SAC meetings, and all of our family nights. Our goal is to combine some of these nights with the SAC meetings so that we can have more participation and input around the decisions made for school improvement, parent support and the use of funds for Title I. Parents have the opportunity to attend several events/activities throughout the year which offer them the opportunity to be involved in the decisions making process and the resources received. There is also an ongoing conversations around the School Improvement Plan during SAC meetings. Somerset Academy Village Charter Middle School, #5002 yearly activities calendar contains information about all of the activities the parents can participate in to get involved in the decision-making process of the school. It includes the dates and times of all of the meetings or family nights that will be occurring. Additionally, we send out Parent Links to keep the parents informed of important events or information that is necessary for them to know.

Attachments

Section 3: GOVERNANCE, STAFF AND PARENTS

– No Attachments –

ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

1. ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

Section Evaluation

Attachments Added Rhonda Stephanik, 12/3/19

Final Rating

Attachments Added

Attachments

Section 1: ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

1.1	<u>U. Somerset Board Training Certificates</u>	Boiteux, Patricia, 11/1/19 8:35 PM	PDF / 402.182 KB
1.2	<u>B. FSA 1 of 2</u>	Boiteux, Patricia, 11/1/19 8:34 PM	PDF / 9.054 MB
1.3	<u>B. FSA 2 of 2</u>	Boiteux, Patricia, 11/1/19 8:34 PM	PDF / 1.826 MB
1.4	<u>C. EOC</u>	Boiteux, Patricia, 11/1/19 8:33 PM	PDF / 1.445 MB
1.5	<u>D. AMO Standards</u>	Boiteux, Patricia, 11/1/19 8:31 PM	PDF / 132.077 KB
1.6	<u>E. FLDOE School Grade-prior years</u>	Boiteux, Patricia, 11/1/19 8:31 PM	PDF / 186.43 KB
1.7	<u>F. FLDOE School Grade</u>	Boiteux, Patricia, 11/1/19 8:31 PM	PDF / 186.43 KB
1.8	<u>H. Early Warning Systems Data</u>	Boiteux, Patricia, 11/1/19 8:30 PM	PDF / 153.976 KB
1.9	<u>I. Summary of Progress Monitoring Reports 1 of 2</u>	Boiteux, Patricia, 11/1/19 8:30 PM	PDF / 1.804 MB
1.10	<u>I. Summary of Progress Monitoring Reports 2 of 2</u>	Boiteux, Patricia, 11/1/19 8:30 PM	PDF / 1.307 MB
1.11	<u>L. Standardized Test Results 1 of 2</u>	Boiteux, Patricia, 11/1/19 8:29 PM	PDF / 9.057 MB
1.12	<u>L. Standardized Test Results 2 of 2</u>	Boiteux, Patricia, 11/1/19 8:29 PM	PDF / 1.831 MB
1.13	<u>N. Fixed Assets Report</u>	Boiteux, Patricia, 11/1/19 8:25 PM	PDF / 5.788 MB
1.14	<u>O. Financial Corrective Action Plan</u>	Boiteux, Patricia, 11/1/19 8:24 PM	PDF / 823.389 KB

1.15	<u>Q. Projected Five Year Budget</u>	Boiteux, Patricia, 11/1/19 8:23 PM	XLSX / 604.604 KB
1.16	<u>R. Revenue Estimate Worksheet</u>	Boiteux, Patricia, 11/1/19 8:23 PM	XLSX / 611.771 KB
1.17	<u>S. Student Enrollment Reports</u>	Boiteux, Patricia, 11/1/19 8:19 PM	PDF / 162.486 KB
1.18	<u>T. Discipline Reporting</u>	Boiteux, Patricia, 11/1/19 8:19 PM	PDF / 1.087 MB
1.19	<u>V. Staffing Reports</u>	Boiteux, Patricia, 11/1/19 8:18 PM	PDF / 69.244 KB
1.20	<u>W. Certification Self Audit</u>	Boiteux, Patricia, 11/1/19 8:18 PM	XLSX / 39.515 KB
1.21	<u>X. Sample of School Newsletters</u>	Boiteux, Patricia, 11/1/19 8:17 PM	PDF / 1.719 MB
1.22	<u>Y. Teacher and Admin Eval Tools and Docs part 1</u>	Boiteux, Patricia, 11/1/19 8:16 PM	PDF / 2.126 MB
1.23	<u>Y. Teacher and Admin Eval Tools and Docs part 2 of 2</u>	Boiteux, Patricia, 11/1/19 8:16 PM	PDF / 101.049 KB
1.24	<u>Z. Pay for Performance Plan and Salary part 2</u>	Boiteux, Patricia, 11/1/19 8:16 PM	DOCX / 20.102 KB
1.25	<u>Z. Pay for Performance Plan and Salary part 1</u>	Boiteux, Patricia, 11/1/19 8:16 PM	PDF / 98.809 KB

Recommendation

School Name: **Somerset Academy Village Charter Middle School**

Primary Contact: **Anthony Marucci**

Submission Date: **November 1, 2019**

Recommendation Date: **February 3, 2020**

Recommended By: **Rhonda Stephanik**

Charter Status: **Granted**

Based on the review and evaluation of Somerset Village Academy Middle School's Renewal Program Review, the Superintendent's Charter School Review Committee is providing to the Superintendent an approval for a five-year renewal of the school's charter agreement. The Superintendent will provide the approval to The School Board of Broward County, FL for final consideration.