



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

L-6.

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., - 5030

**REQUESTED ACTION:**

Approve the Charter School Renewal Agreement for Somerset Academy, Inc., on behalf of Somerset Pines Academy - 5030.

**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 Pines Academy 5030 ES (3) Somerset Pines 5030 Renewal Agreement (4) Somerset Pines Academy 5030 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, 5:38:34 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 Pines Academy – 5030.

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 Pines Academy – 5030, 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 12<sup>th</sup> 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 Pines Academy – 5030**

School Name	Somerset Pines Academy
Implementation Year	2010 – 2011
Termination Date of Current Charter Agreement	June 30, 2020
Address	901 NE 33 <sup>rd</sup> Street Pompano Beach, Florida 33064
Grades Approved to Serve	K-8
Grades Currently Serving	K-5
Current Enrollment	450
Target population	Neighborhoods surrounding the school
Curriculum Focus	Traditional
School Grade 2018 – 2019	C
School Grade 2017 – 2018	D
School Grade 2016– 2017	C

On May 18, 2010, The School Board of Broward County, Florida, approved a Charter School Agreement authorizing Somerset Academy, Inc., to open Somerset Pines Academy – 5030. 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 Pines Academy – 5030 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 Pines Academy – 5030) 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 Pines Academy – 5030), for a five-year period starting on July 1, 2020 and ending on June 30, 2025.

Somerset Pines Academy – 5030, is located at 901 NE 33<sup>rd</sup> Street, Pompano Beach, Florida 33064, which is located in District 7.

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, 2020 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 charter elementary school, grade levels (K-5) 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;



(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;

(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;

(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;

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.

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 900 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 31<sup>st</sup> 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 (FHSA), 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



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 I 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 25<sup>th</sup> 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 15<sup>th</sup> 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 30<sup>th</sup> 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 30<sup>th</sup>. 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 30<sup>th</sup> 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 30<sup>th</sup> of each year. Municipal charters shall submit the annual audits no later than December 31<sup>st</sup> 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.



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: 901 NE 33<sup>rd</sup> Street, Pompano Beach, Florida 33060.

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.

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.

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 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 - 10<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

WITH COPY TO: Office of the General Counsel  
Kathleen C. Wright Administrative Building  
600 Southeast Third Avenue - 11<sup>th</sup> 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.

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)

Somerset Academy, Inc.

Attest: 

Secretary

- or -

By: 

Todd German, Board Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF FLORIDA


COUNTY OF Miami - Dade

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of May, 2020 by Todd German, Board Chair, Somerset Academy, Inc., on behalf of Somerset Pines Academy #5030, the Governing Entity.

He took an oath and is personally known to me.

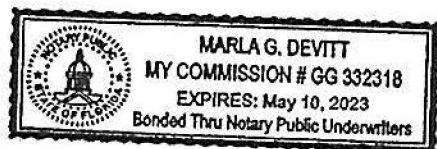
My commission expires:

(SEAL)

  
Signature - Notary Public

My commission expires: \*

Marla G. Devitt  
Printed Name of Notary Public





**FOR THE SPONSOR**

(Corporate Seal)


ATTEST:



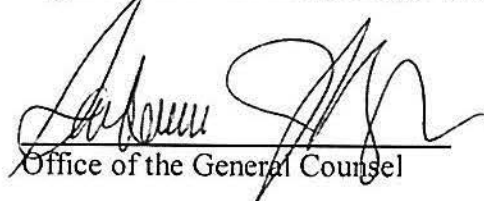
Robert W. Runcie  
Superintendent of Schools

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 #000454**

**Somerset Pines Academy**

**Location Code: 5030**

**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:**

Donna Kaye

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**1. ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL  
PERFORMANCE**



# GENERAL

## A. School Information

School Type: **Elementary / Middle**  
 Grade Levels: **[K, 1, 2, 3, 4, 5, 6, 7, 8]**  
 School District:  
 Neighborhood / Community:  
 Organization Type:  
 Sponsoring Entity: **Non-profit Organization**  
 Address: **901 Ne 33rd St Pompano Beach, Florida 33064-5231**  
 Phone: **(954) 786-5980**  
 Fax: **(954) 786-5981**  
 Web Site:  
 Calendar Type: **- 180 instructional days**  
 Educational Service **(None)**  
 Provider:

## B. Primary Contact Person

Name: **Donna Kaye**  
 Mailing Address:  
 Mobile Phone: **9543053993**  
 Alternate Phone: **9547865980**  
 Email: **dkaye@somersetpines.com**  
 Current Employer:

## C. Attendance Projections

Grade Level	Year 1 Enrollment		Year 2 Enrollment		Year 3 Enrollment		Year 4 Enrollment		Year 5 Enrollment	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
K	69	100		100	69	100	69	100	69	100
1	69	100	69	100	69	100	69	100	69	100
2	69	75	69	100	69	100	69	100	69	100
3	69	75	69	75	69	100	69	100	69	100
4	69	75	69	75	69	75	69	100	69	100
5	69	75	69	75	69	75	69	75	69	75
6										
7										
8										
<b>Total</b>	<b>414</b>	<b>500</b>	<b>345</b>	<b>525</b>	<b>414</b>	<b>550</b>	<b>414</b>	<b>575</b>	<b>414</b>	<b>575</b>

## D. Board Members

Name	Title	Contact Information	Current Employer
Capello, Karen	Emergency Contact	P: 9547865980 M: 9547932639 E: kcapello@somersetpines.com	
Concepcion, David	Board Director	P: 3056692906 M: 7863934455 E: dconcepcion@somersetacademyschools.com	
Diaz, Ana	Board Secretary	P: 3056692906 M: 7863934455 E: adiaz@somersetacademyschools.com	
Esquijarosa, Jennifer	Board Director	P: 3056692906 M: 7863934455 E: jesquijarosa@somersetacademyschools.com	
German, Todd	Board Chairperson	P: 3056692906 M: 7863934455 E: tgerman@somersetacademyschools.com	
Isla, Lourdes	Board Chairperson	P: 3056692906 M: 7863934455 E: lisla@somersetacademyschools.com	
Kimmel, Bernard	Board Director	P: M: E: drbkim@msn.com	
Marin, Louis	Board Vice Chairperson	P: 786.393.4455 M: E: lmarin@somersetacademyschools.com	
Ozuna, George	Board Director	P: 786.393.4455 M: E: gozuna@somersetacademyschools.com	

# CHARTER SCHOOL RENEWAL INSTRUCTIONS

## 1. CHARTER SCHOOL RENEWAL INSTRUCTIONS

### Section Evaluation

No Action Required Rhonda Stephanik, 12/3/19

### 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, 12/3/19

**Final Rating**

**Complete**

### CHARTER RENEWAL PROGRAM REVIEW COVER SHEET

**NAME OF CHARTER SCHOOL SEEKING RENEWAL:** Somerset Pines Academy

**CHARTER SCHOOL LOCATION NUMBER:** 5030 **GRADES SERVED:** K-5 **DATE:** 10/31/2019

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

r 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:** Dr. Donna Kaye

**TITLE/RELATIONSHIP TO NON-PROFIT:** Principal

**MAILING ADDRESS:** 901 NE 33<sup>rd</sup> Street, Pompano Beach, Fl 33064

**PRIMARY TELEPHONE:** (954) 786-5980 **ALTERNATE TELEPHONE:** (954) 305-3993

**E-MAIL ADDRESS:** --dkaye@somersetpines.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.

Donna Kaye

*Printed Name*

Principal

*Position/Title*

DKaye

*Signature*

10/31/2019

*Date*

**Attachments**

**Section 1: COVER SHEET**

– No Attachments –

# SECTION BREAKDOWN

## 1. SECTION BREAKDOWN

### Section Evaluation

*– Not Rated –*

*– No Final Rating –*

### Attachments

#### Section 1: SECTION BREAKDOWN

*– No Attachments –*

# EXECUTIVE SUMMARY

## 1. Executive Summary

### Section Evaluation

### Final Rating

Complete Adrienne Reynolds, 11/6/19

Complete Joe Luechauer, 11/12/19

Complete Sean Brown, 11/19/19

Complete Cassandra Vallianos, 11/19/19

Complete Terri Coyle, 11/19/19

Complete Lourdes Panizo, 11/19/19

Complete Detra Adams, 11/19/19

Complete Allisyn Axelrod, 11/19/19

Complete Kim Punzi-Elabiary, 11/20/19

Complete Reynaldo Tunnermann, 11/20/19

Complete Laurie Steinberg, 11/21/19

Complete Sarah Decotis, 11/22/19

Complete Tanya Hutkowski, 11/24/19

Complete Ann-Marie Evans, 11/25/19

Complete Celina Chavez, 11/25/19

Complete David Shelley, 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 Merilyn Johnson, 11/26/19

Complete Hanne Rega, 11/26/19

**Complete**

**Complete** Jill Young, 11/27/19

**Complete** Brenda Santiago, 12/2/19

**Complete** Rhonda Stephanik, 12/3/19

Somerset Pines Academy is extremely proud that we improved our letter grade for the 2018-2019 school year but more so that we gained 102 points in growth in one year. To achieve this growth, we took a hard look at what was keeping us stagnant and what contributed to our school grade dropping (in 17/18, Somerset Pines was graded a D). We made sure intervention time was kept sacred by not pulling our interventionists for any other duties, and we worked with our students to cultivate increased motivation for learning and a growth mindset. Those two changes gave us incredible results – we missed receiving a B by 5 points – and we increased in 7 out of the 9 areas on the FSA. We saw our students make large gains and most importantly, we saw how proud they were of themselves when they saw they could do it.

We strive to help our students become well rounded and productive members of society. We try to infuse everyday life skills into their learning and give our students the tools they need to succeed in the world outside of school. During this charter term we recognized that our math scores were not improving- our students were able to answer rote questions from the book, but not apply them critically. Our "city within a school," which we call Marketplace, grew out of our desire to give our students opportunities to apply their knowledge in real world scenarios- with the hope that they would take these same critical thinking skills to any standardized testing situations.

In Marketplace, our students learn the principles of economics, personal finance, job readiness skills, commercial finance and both inter and intrapersonal skills. Students, with the help of their teachers, "run the city." Each student has a job and works at their job once a month. Our students earn a salary, pay taxes, and give to charity. They utilize a banking system which provides them with the opportunity to learn how to write checks and budget effectively. In addition, we have a court system where students who receive "tickets" from teachers and staff for misbehavior must meet with the judge and receive consequences for their actions. This program provides students (whether "shoppers" or "workers") the opportunity to make decisions and problem solve in a real world setting. We have now run Marketplace for 4 years, and we have seen not only an improvement in our math scores, but a positive change in our school culture.

Our mission at Somerset Pines is to recognize the uniqueness of each child and keep in mind the importance of developing the whole child. We maintain high expectations while providing academically stimulating and challenging instructional programs, all while keeping in mind the importance of a positive learning environment for all students. As a school community, we support our students by providing a safe, secure, and stimulating environment that enables them to value diversity, solve problems, and experience success in all facets of their development. One way we support our mission is by teaching through the multiple intelligences- this allows our students to learn and express themselves in the ways they feel most comfortable and confident. In addition, we implemented a House system to promote a sense of unity and family across grade levels. Every student and staff member belongs to one of our ten Houses, and we meet every early release day to work on character education and team building. Furthermore, our Essential 29



system is a school wide initiative that promotes behavior expectations and soft skills such as making eye contact, tracking the speaker, shaking hands, and practicing other societal norms.

Reflecting on the past 5 years, we see so much growth and in both our students and our staff however we acknowledge that there are still areas we need to improve on. In both reading and math, our students in the lowest 25 percentile are still not making the gains they are capable of. These are our most fragile students and often times include our ELL and ESE students. We need to work with our teachers on professional development to help move these students forward. In our OSPR visit from 2018 -2019 there were administrative findings with our paperwork in both ELL and ESE. If the paperwork is not up to date then we are not providing the teachers with accurate information to help our students. This is being rectified through a better attention to detail and the creation of a calendar to assist us in making sure the deadlines for the information being updated is met.

Looking forward to the next 5 years, Somerset Pines Academy will strive to achieve several goals in order to create the best environment possible for all stakeholders. After analyzing our concerns and areas of deficiency, a greater focus will be placed on meeting the needs of our most fragile students. We have already taken steps towards this by having push in and pullout support in our 3 main heritage languages (Spanish, Portuguese, and Creole). We are currently working on professional development opportunities for all staff members focused on better meeting the needs of our ELL and ESE students. We strive for excellence in everything we do and although we are very proud of our gains this past year, we will continue to reflect and work towards improving every year.

## **Attachments**

### **Section 1: Executive Summary**

– No Attachments –

# EDUCATIONAL PERFORMANCE

## 1. FEDERAL AND STATE ACCOUNTABILITY

### Section Evaluation

**Meets the Standard** Adrienne Reynolds, 11/6/19

**Final Rating**

**Does Not Meet the Standard** Ann-Marie Evans,  
11/25/19

**Meets the Standard**

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

Somerset Pines Academy 5030 has not been identified for School Improvement in the 2018 – 2019 school year.

Category	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
<b>School Grade</b>	C	C	C	D	C
<b>Reading Achievement</b>	44	42	47	38	50
<b>Reading Learning Gains</b>	n/a	50	61	49	57
<b>Reading Lowest 25%</b>	n/a	46	45	35	45
<b>Math Achievement</b>	45	42	48	47	61
<b>Math Learning Gains</b>	n/a	49	52	46	64

<b>Math Lowest 25%</b>	n/a	44	40	31	43
<b>Science Achievement</b>	39	26	32	25	53
<b>Social Studies Achievement</b>	57	65			
<b>Middle School Acceleration</b>	74	67			

During the first two years of Somerset Pines most recent five-year term, the school was a K-8 center. With students taking the Civics, Algebra 1, Geometry, and Biology EOC's in the middle school, the middle school acceleration points and Social Studies achievement were added. Beginning the 2016 – 2017 school year, Somerset Pines was home to strictly elementary students, K-5, and those two areas were then factored into the percentages.

Somerset Pines Academy has always and will continue to work diligently to ensure that the students are performing and improving in the state standardized assessments. Somerset Pines follows the Florida Standards for ELA & Math as well as the Next Generation Sunshine State Standards for Science & Social Studies. Reading is a central focus throughout all areas of the curriculum. We currently use Houghton Mifflin Harcourt Journeys for ELA as the curriculum for Kindergarten through 5 Grade and & Top Score Writing as the curriculum for 3<sup>rd</sup> – 5<sup>th</sup> grade. For ELA interventions, we use the Journeys Reading Interventions, as well as Read Naturally for our students that are struggling. For the Math curriculum, we use the Houghton Mifflin Harcourt Go Math series for K-5 grade and the intervention materials that come with it.

In addition, the iReady Teacher toolkit and Standards Mastery are both available for the teachers to utilize for both reading and math. We also utilize HMH Science as well as Science A-Z in K-5 and Florida Studies Weekly supplementing with Scholastic News for Social Studies. We also incorporate the Social Studies & Science standards into the Reading block as often as possible to keep reading in the forefront cross curricular. This year we have also purchased Raz Kids, through Learning A-Z as an additional resource for our students.

In 2017–2018, Somerset Pines Academy implemented the Benchmark Assessment System Running Record in K-2<sup>nd</sup> grade and used FAIR in 3<sup>rd</sup> – 5<sup>th</sup> grade. Beginning in 2018-2019, to have consistency in the school when calculating Reading levels, we moved away from FAIR and added all 3<sup>rd</sup> grade students to the BAS system, as well as 4<sup>th</sup> and 5<sup>th</sup> grade students scoring a Level 1 on the FSA. These levels helped teachers to begin meeting the needs of individual

students. With the adoption of this assessment, we were also provided as a Title1 school, the Scholastic Book Room 4.0 which allows teachers to access to small group sets of books and novels at each level.

Additional to the focus on reading groups, we have also purchased different technology programs to support the learning that is occurring in the classroom. Throughout these 5 years, we struggled to find a program that met the needs of our students and at times had more programs than time for them to be used which did not allow them to be used with fidelity. For Math support, we began by using IXL which reinforced the basic skills at home and provided feedback. Following that, we used both EduSoft and Scantron Performance Series which were programs to allow the teachers to digitally access the students on the standards to see where the students needed help for all content areas. We have also used Renaissance for both STAR Diagnostics in Math and Accelerated Reader and Accelerated Math, USA Test Prep, SCHOOP for Civics EOC prep, and the list goes on.

We realize that we jumped to different programs each time our scores were not where we wanted them and may have not given it time to work, however, we still wanted to find something that worked for the school as a whole. In 2017 - 2018, we moved the K-2 to iReady and this past year we brought our 3<sup>rd</sup>-5<sup>th</sup> grade to iReady for reading. iReady has been known to be successful in closing the achievement gap for many schools and is really a comprehensive program that the school can consistently use in all grade levels. This program can now address the needs of our diverse learning styles including the needs of ESE, ESOL and Gifted students as well. Students work at their own level of understanding based on the Diagnostic assessment and as they make improvements, the level of understanding increases at their pace. Additionally, this program also has a teacher toolkit and a program for standards mastery, everything we were searching for in one spot. Teachers are provided several different reports which guide them on what skills the students specifically need and how to group the students in the classroom. The toolkit will then give them the additional resources necessary to re-teach certain skills that the students are not performing well on. Last year, we implemented iReady Reading throughout the entire school with fidelity and saw our scores rise – part of this was the students using it with fidelity and part was that the teachers were analyzing the data provided consistently and moving their instruction forward because of it. We feel that this may be the answer to the consistency going forward and for the 2019- 2020 school year have moved 3<sup>rd</sup> -5<sup>th</sup> grade students to iReady for math so now all students in both reading and math are on the same program. We plan to continue using this in the years ahead to create consistency among the grade levels and to track student progress.

**B. Include the school's plan to increase and/or maintain its AMO status for the upcoming term of the charter.**

The 2013-2014 school year was the last year that the state had an AMO target although Somerset Pines Academy has continued to work on student growth and improving the school grade. For the past 5 years our student proficiency and learning gains have fluctuated with one year making improvements and the next year showing decreases – this cycle has continued through the past five years. During the past five years our school has undergone many changes. When we began this term for the 2014-2015 school year, Somerset Pines was a K-8 with, at its height, 510 students. In 2016-2017 with the opening of a sister middle and high school nearby, 225 students in grades 6<sup>th</sup> – 8<sup>th</sup> moved to the new site and our K-5 grades saw the addition of 150 new students. As a result staff who were certified transferred which resulted in our school bringing in at least one new teacher for each grade level. The new staff coming in led to us making changes in our professional development. The transient population of our school showed us we need to make changes to our intervention programs.



In 2017-2018, we began an initiative of pulling kids out with an interventionist for additional support with a laser focus that we had not had before. We gave a big push in Kindergarten – 2<sup>nd</sup> grade as we felt these were the kids that needed it the most and would make our students stronger as they reached the upper elementary grades. Although we did not see the effects of that during the 2017-2018 school year, our school dropped a letter grade to a D, we did see it in the 2018 – 2019 school year with our 3<sup>rd</sup> graders. The 3<sup>rd</sup> grade students came up much higher than they had ever come from 2<sup>nd</sup> grade before which resulted in a 37% increase in math proficiency (from a 38% to a 75%) and a 23% reading proficiency (from a 32% to a 55%). We are continuing this strategy going forward with more support being provided in other grades as well.

After analyzing our data from 2018-2019, we realize that one of our weaknesses lies within our ELL population making gain and proficiency in ELA. We often do professional development with the staff in house regarding ESOL strategies, however, last year we were trained on Ellevation for the classrooms which has given the teachers a resource that gives them lessons they can teach as well as support for their ELL students. Additional to the professional development, we have interventionists that are available to push into the classrooms that assist our students in their heritage language. Last year we saw an increase in students who speak Portuguese enroll at our schools, so this year along with our Spanish and Creole speaking interventionists, we have also hired a Portuguese speaking interventionist. Through the ESOL department of Broward County Public Schools, this year we have begun using Imagine Learning for our A1 and Level 1 ELL students.

We have also seen the same trend with our students with disabilities, there is progress being made in both proficiency and learning gains in math but not in ELA. After analyzing the diagnostic scores and class grades with the FSA scores speaking with the ESE Department and with colleagues, we feel that there is disconnect between the IEP goals and what the students are working on in the classroom. We have been individually looking at each student to see what would benefit them best, changing their goals, moving them to push in services with the ESE teacher, or extending their time. Our ESE students will be included in all extra intervention support in addition to the push in services provided by the ESE teacher. ESE students receive accommodations that specifically pertain to their individual plans in which proof of such is being documented by classroom teachers. All teachers must keep a student work folder for ESE and EP students and document on each student work sample what accommodations were provided. These work folders will be used during IEP annual and review meetings, during teacher conferences, and as needed to help with progress monitoring and individual goal making. As discussed in the On-Site Programmatic Review visit, the student work folders are an area that we will be focusing on to make sure that there is a clear expectation for the teachers as to what should be in the folders. As part of our ongoing improvement, we will be revamping our folders with a professional development for the teachers and adding checklists and expectations of what should be in the folder. Along with providing all necessary accommodations as stated on individual plans, ESE students are afforded all schoolwide academics, such as tutoring, small group instruction, and access to schoolwide monitoring programs. Both the classroom teacher and the ESE teacher will continue to work closely with each other to ensure students are receiving what they need and getting the support needed throughout school.

We will continue providing this support going forward into the new contract term.

- A. Identify any subgroups that did not achieve its AMO targets and how the charter school is using data to drive instruction to reach the students in this/these subgroup(s).**

*Reading Performance by Subgroup:*

Over the past 5 years, our subgroup data has fluctuated going up in some areas and down in others, then the following year doing the opposite – those that went up had gone down and vice versa. Comparing the 2017-2018 data to the 2018 -2019 data, we saw every subgroup make increases in ELA. Most noticeable was the increase in our ELL students who went from a 14% proficiency to a 41% proficiency. Within our learning gains, and using the same data, 4 out of the 6 subgroups made increases with the most notable being our White students that went from a 41% in learning gains to a 74% in learning gains. However, both our Hispanic and Black students decreased in learning gains from a 49% to a 45% and a 51% to a 49% respectively.

The targeted interventions and the heritage language support we implemented with fidelity last year helped our students to find success. Moving forward, we will continue with these interventions and supports and have added a support for our students who speak Portuguese.

*Math Performance by Subgroup:*

Following the same data for math, 5 out of the 6 subgroups made increases in Math proficiency, the exception were the White students who decreased a percent going from a 61% to a 60%. Each of the remaining 5 subgroups had at least a 15% increase in proficiency. We saw the same trends in our math learning gains, all subgroups made double digit gains and with our Hispanic students Students with Disabilities making the largest gains from a 40% to 75% and a 13% to a 55% respectively.

Our ESE students will be frequently monitored using data provided by iReady, classroom data, individual plan data, and progress monitoring assessments both formal and informal. We will continue to ensure that our ESE students receive their services as stated on their Individualized plans and document via Ed.Plan. As a part of the student's ESE Team, classroom teachers are also required to assist in the analyzing of student data via the monitoring tool. Analyzing the data will help to gather information regarding our ESE students and how well they are are not mastering/understanding the content. In tracking ESE student data, we are able to use the information to effectivity give support to our ESE students.

Utilizing Reflex Math to work on math fluency with our students as well as instituting math talks in every classroom gave our students the additional support they needed. Math Interventions were focused and implemented with fidelity which gave those who were struggling the consistent support that they required.

**A. Summarize the demonstrated proficiency or the charter school's progress toward meeting proficiency in subjects tested (math, reading, writing and science).**

Category	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
<b>Reading Achievement</b>	44	42	47	38	50

<b>Math Achievement</b>	45	42	48	47	61
<b>Science Achievement</b>	39	26	32	25	53
<b>Social Studies Achievement</b>	57	65			

Somerset Pines Academy administers the FSA in Reading, Math, Writing for 4<sup>th</sup> and 5<sup>th</sup>, as well as the NGSS FCAT Science for 5<sup>th</sup> grade. In the 2014-2015 and 2015 – 2016 school years, we also administered Algebra 1 EOC, Geometry EOC, Biology EOC, and Civics EOC.

Somerset Pines Academy has been inconsistent within the proficiency rates throughout the past 5 years. One of the challenges that the school has faced in the consistency of students maintaining proficiency is student turnover. Three years ago we took in over 150 new students, many of those students being in the non-tested grades, as those students moved into testing grades, we saw our scores decrease, then increase once more. In general, we have a transient population and each year we receive students from other schools that enroll without prior data or with a vast amount of deficiencies. We have worked diligently to help these students, but it is challenging to have students come and go when trying to track student gains.

Despite the challenges, we are still working diligently to make sure that we are implementing an appropriate and rigorous curriculum and support program to make sure we are working towards our students consistently reaching proficiency.

Throughout the five years, Somerset Pines has implemented several progress monitoring tools and systems for the students including DRA, FAIR, BAS. In 2017-2018, the school introduced the Benchmark Assessment System (BAS) running record which gives a reading level for all students in Kindergarten through 3<sup>rd</sup> grade and 4<sup>th</sup> and 5<sup>th</sup> grade students scoring a Level 1 on the FSA ELA. This program is still being used currently and will continue to be used going forward. We assess the students three times per year during AP1, AP2, and AP3 using this method. After each assessment, we send home to the parents a letter letting them know where their student currently is, where they should be at this point in the year, and what our goal is for them before the next test. Included in that letter is also a sample of text that correlates to the letter so the parents can help them find books to help move their learning forward.

ELL students who are level 1 or A1 use imagine learning as a resource to support their ELA deficiencies. The program is also used to increase their ELA growth by assigning lessons that support the skills they deficient in. ELL support is also received through our interventionist. The ELL interventionist supports the students in the classroom by providing assistance in their heritage language so understanding of lessons are clear. The interventionist also pulls the ELL students

out for additional support on skills they are struggling with. The interventionist's use the T.E.A.M. program as a support curriculum during their scheduled pull out time.

Somerset Pines Academy also administers the iReady diagnostic in both reading and math three times a year, again following the three AP windows.

Going forward into the new charter contract, the school will continue using this tool to progress monitor for Reading and for Math. The school also uses the letters, sounds, and concepts of print assessment for Kindergarten which is administered 4 times per year as well.

Additional to these assessments, the administration also meets with the teachers bi-weekly to discuss their required bi-weekly teacher assessments on the current topic they are learning.

Using all of the data, the school tracks the students and provides the necessary interventions to help increase the proficiency school-wide.

**E. Explain if the students are making one year's worth of growth annually in mathematics and reading.**

Category	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
<b>Reading Learning Gains</b>	n/a	50	61	49	57
<b>Math Learning Gains</b>	n/a	49	52	46	64

Out of the four years that learning gains were assessed, Somerset Pines scored above 50% mark for annual growth twice for reading and twice for math. This past school year, the school made a drastic improvement from 49% making gains in 2018 to 57% making gains in 2019 for reading and a 46% making gains in 2018 to a 64% making gains in 2019 in math. Somerset Pines Academy made the improvement last year by closely tracking data and student growth in combination with intervention groups and additional after school FSA tutoring in Reading & Math. In this school year and going forward, Somerset Pines Academy will continue the practices that worked. Additionally, there has been no teacher turn over since 2018 which will help with the consistency of instruction and with the programs implemented.

**F. Of the students in the lowest 25%, explain if 50% of those students are making one year's worth of growth annually in mathematics and reading.**



Category	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
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Reading Lowest 25%	n/a	46	45	35	45
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Math Lowest 25%	n/a	44	40	31	43
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Over the course of the 5-year period, 50% of the students in the lowest 25% have not made one year's growth in or math. Although this past school year, the school made improvements of at least 10% in each subject, we still have not met the 50% mark. These improvements were made by tracking the data and with the intervention groups for the students in the lowest 25% however it has not been enough.

This school year, and going forward, Somerset Pines placed the students in the lowest 25% in their own instructional group in iReady so that we can monitor them and specifically target their areas of need using the iReady Toolkit as well as Tools for Instruction.

**G. Verify that the school is appropriately administering applicable state standardized tests to its students.**

Somerset Pines Academy ensures that all students who are present during the testing window are tested. For the past 5 years, we have had 99-100% of our students tested each year. We guarantee that this happens using different methods of communication with parents so that they are sure to bring their children to school on these important days. As soon as Broward County Public Schools releases the draft Testing Calendar, we place it on our school calendar which is on the website and printed into the agendas. From the first day of school, parents and students are aware of the proposed testing dates. We also send a letter with specific testing dates in January for the parents as well as we host an FSA Information night for parents to stress the importance of their children being prepared and being present for these assessments. Every Sunday throughout the school year, we communicate via the Parent Link phone system to each of our families and during testing season, we make sure to let them know what grades and subjects are testing each day. This is a phone call that is sent to every family, followed up by an email to the families and it is also placed on our website.

**H. Identify if the charter school's performance meets or exceeds the performance of schools with closely comparable student populations.**

School Name	Total Points 2019	Grade 2019	Grade 2018	Grade 2017	Grade 2016	Grade 2015
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<b>Somerset Pines Academy 5030</b>	<b>373</b>	<b>C</b>	<b>D</b>	<b>C</b>	<b>C</b>	<b>C</b>
Cresthaven Elementary School #0901	346	C	C	C	D	C
Cypress Elementary School #1781	391	B	C	C	D	F
Charles Drew Elementary School #3221	244	D	C	C	D	F
Robert C. Markham Elementary #1671	356	C	C	D	D	D
Norcrest Elementary School #0561	371	C	C	C	C	C
Palmview Elementary School #1131	366	C	C	B	C	C
Park Ridge Elementary School #1951	295	C	C	C	F	F
Pompano Beach Elementary School #0751	358	C	C	C	D	F
Tedder Elementary School #0571	403	B	C	C	D	D

Innovation Charter 240  
School #5177

D C C F

According to the data in the chart presented above, Somerset Pines Academy has, on average, over the five year period either met or exceeded the performance of the nearby schools with comparable populations and grade levels served.

#### **I. Identify the charter school's school grade.**

- **If the charter school did not obtain a school grade of "C" or above, what measures will the school implement or has the school been implementing to improve its grade?**
- **If a charter school does not get a school grade nor a School Improvement Rating, what assessments were used or will the charter school use during the next charter agreement term to ensure that all students are learning and to identify students who may be struggling?**
- **If a charter school serves untested grades (K-2), what assessments were used or will the charter school use during the next charter agreement term to ensure that all students in untested grades are learning and to identify students who may be struggling?**

During the 2017 – 2018 school year, Somerset Pines Academy received a school grade of "D". With the exception of that one year, and throughout the rest of the charter term, Somerset Pines always received a school grade of a "C".

For the 2017 – 2018 school year we made sure our interventions began in the lower elementary grades to ensure they were leaving those grades with mastery and ready to start the next grade. With our 3<sup>rd</sup> graders scoring a 73% proficiency in math and a 55% proficiency in reading – both over a 20% increase from the prior year – we felt that these interventions are working. We will continue to utilize the Benchmark Assessment System reading running record 3 times per year to determine a reading level for the student and to monitor their progress throughout the year for our Kindergarten – 3<sup>rd</sup> graders. Additionally, Kindergarten students will continue to be given the Florida Kindergarten Readiness Screener as a baseline within the first 30 days of school. They are also assessed on the Letters and Sounds and Concepts of Print 4 times throughout the year.

In math our Students with Disabilities made the largest gains from a 40% to 75% and a 13% to a 55% respectively. Due to these gains we want to continue utilizing all systems/tools used to help maintain and show progress in the coming year. In regards to reading, with the great success shown in math, we are going to continue to give our ESE students all support needed and access to schoolwide systems of progress monitoring to help our students have more success in reading. Once the data is collected, we will take this data and use it to drive our instruction of ESE students both in the general education and ESE setting. We will also continue to implement the iReady diagnostic in both reading and math during the three AP windows.

## **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

#### Mission Statement

The mission of Somerset Pines Academy is to foster the development of responsible, self-directed, life-long learners by maximizing student achievement in a safe and enriching environment.

This mission entails putting our children first. We believe this can only be attained through the collaborative efforts of administrators, teachers, parents, and community leaders.

At Somerset Pines Academy we recognize the uniqueness of each child and the importance of developing the whole child. We will implement a program which addresses high expectations, provides academically stimulating and challenging instructional programs, and a positive learning environment for all students. As a school community, we will support our students by providing a safe, secure, and stimulating environment that enables them to value diversity, solve problems, and experience success in all facets of their development.

#### Mission-Specific Accountability

Somerset Pines Academy is achieving the mission specific goals as defined in the school's contract.

All of the teachers at Somerset Pines Academy are Florida certified teachers. Using the Multiple Intelligences philosophy to guide us, Somerset Pines allows the teachers to design their lessons so they incorporate all of the cognitive levels of processing. This kind of instruction allows the students to explore the knowledge that they learn and create something exciting out of it. Students become better prepared to think on many different levels, and they focus on improving their areas of strength while developing their weaker abilities. The teachers at Somerset Pines individualize their instructional methods to the strengths of our students. All of the teachers at Somerset Pines are either already Gifted Endorsed or in the process of getting their Gifted Endorsement. Our teachers take pride in their innovative instruction and original teaching methods. Through the use of textbooks adopted by the district, novel based instruction, desktops/laptops, tablets, and Clear Touch Panels, teachers use all resources possible to help motivate students to learn new content.

Maximizing student achievement is the school's ultimate goal. Students learn when they are engaged, and our innovating instruction helps to maximize their engagement. We place an emphasis on the importance of student engagement and send our teachers to professional development conferences that focus on high energy high engagement teaching.

### Attachments



## Section 2: MISSION-SPECIFIC ACCOUNTABILITY

– No Attachments –

### 3. EDUCATIONAL PROGRAM IMPLEMENTATION

#### Section Evaluation

#### Final Rating

Meets the Standard Joe Luechauer, 11/12/19

**Partially Meets the Standard**

Partially Meets the Standard Terri Coyle, 11/19/19

Meets the Standard Kim Punzi-Elabiary, 11/21/19

Meets the Standard Allisyn Axelrod, 11/21/19

Meets the Standard Laurie Steinberg, 11/21/19

Partially Meets the Standard Sarah Decotis, 11/22/19

Meets the Standard Tanya Hutkowski, 11/24/19

Does Not Meet the Standard David Shelley, 11/25/19

Meets the Standard Celina Chavez, 11/25/19

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

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

Does Not Meet 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.

Somerset Pines Academy is implementing its mission as defined in the charter school's agreement by provides resources and instruction that help form a solid foundation where students become reflective lifelong learners and successful leaders of our community.

High expectations are set for all students and this has assisted the school in their mission and in ensuring that students make annual learning gains. The school also sets high expectations for teachers. They create professional growth plans annually keeping in mind the schools mission, improvement plan and their individual needs. They achieve these goals through our mentorship program. At Somerset Pines Academy stakeholders collaboratively developed the School Improvement Plan and for the 2018 - 2019 school year and our annual action plan, which is based on the needs of the school that specifically outline the expectations for student learning. The

school refers to its specific objectives, strategies, goals, assessments and evaluations to ensure that the curriculum, instructional strategies and student performance are revisited continuously throughout the year.

In order to assure that these goals are met our staff participates in professional development based on the needs of the school. Pacing guides and benchmark assessments are aligned to the Florida standards (LAFS and MAFS) as well as the NGSS (Science and Social Studies). Differentiated instruction allows for the curriculum to be tailored in order to meet the needs of the individual student. Lessons are designed for all students and both challenging and remediation activities are incorporated into the concepts being taught.

Our ESE student community is an important part of our school community. Our students are included in all schoolwide events, academic, and extra curricula activities. In addition to implanting all individual student plans, we utilize a team approach in making sure we effectivity meet their needs. Our ESE team builds strong relationships with our students as well as their families as they are also a part of the student's team when making decisions to help boost student success. We have open communication with our families and share all schoolwide information along with District wide events for our families.

Looking forward to the next five years, the mission of the school remains the same. The mission statement is a living statement that Somerset Pines, using the Theory of Multiple Intelligences by Dr. Howard Gardener as a guide, will help our students find success. Dr. Gardner always believed and did research on the cognitive abilities of people. His passion always came from the thought that not everyone learns the same. In 1983 Dr. Gardner published his first full length statement of the theory of multiple intelligences. Gardner viewed intelligence as 'the capacity to solve problems or to fashion products that are valued in one or more cultural setting.

Through the use of the Multiple Intelligences, Somerset Pines Academy allow the teachers to design their lessons so they teach incorporate all of the cognitive levels of processing. This kind of instruction allows the students to explore the knowledge that they learn and create something exciting out of it.

At our school, we believe that everyone deserves a chance to learn, and when children learn from people who are different from themselves, they are better able to understand and embrace those differences. When a student feels comfortable in their learning environment, they are more likely to open up their minds in order to understand the thoughts and feelings of those around them.

As it is stated in the mission statement, we want our school to mirror how our students should act in society, they will learn real world skills and cognitively higher ways to think – students will not just be able to memorize knowledge but to apply it to their lives and in every situation.

Somerset Pines Academy has a reputation within the community of being an innovative school with a nurturing environment and a family like atmosphere.

**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 Pines Academy has followed all of the federal and state requirements for the implementation of curriculum and instruction. During the term of this past charter contract, the curriculum began with the Next Generation Sunshine State Standards (NGSSS) in all subject areas and then but shifted to the Language Arts Florida Standards (LAFS) for reading, Mathematical Florida Standards (MAFS) for math, with Science and Social Studies

still following the NGSSS. Somerset Pines Academy opts in to the state approved Reading Plan adopted by Broward County Public Schools.

### *Reading*

In Kindergarten – 5<sup>th</sup> grade, all students receive balanced literacy instruction via a 90-minute reading block. Instructional strategies provided by the classroom teacher include: direct instruction, small group guided reading lessons, shared reading and read alouds, independent reading time, and individualized reading conferences. In addition, students receive explicit vocabulary and word study instruction. Teachers utilize Marzano strategies as well as other low-risk high-yield strategies such as note-taking and collaborative group work to move students towards mastery of LAFS standards.

HMH Journeys is utilized during the whole group portion of the 90-minute reading block. Kindergarten students receive instruction in Saxon Phonics via small group setting. K-2 teachers utilize the Scholastic Book Room to plan and deliver small group lessons that are focused on their students' areas of need (as determined by iReady and BAS reports).

During small group reading instruction for 3<sup>rd</sup> – 5<sup>th</sup> grade, students receive lessons targeted toward their specific needs with resources from the Scholastic Book Room 4.0. Teachers also utilize Triumphs materials to provide additional lessons in close reading. In addition, reading strategies are modeled and practiced in additional content areas outside of the ELA block. Teachers utilize Social Studies Weekly to plan social studies lessons that also provide opportunities to practice content area reading strategies. Teachers utilize journals in math, science, and social studies to help students use content area reading strategies during their instruction.

The school leadership team, as well as, grade level teams review performance data of all students systematically to identify interventions needed to improve student performance. Teachers will receive training and support from the Literacy Coach on identified areas of weakness. The Literacy Coach will conduct walkthroughs to identify the type of support needed for each teacher/grade.

Tier 2 students, those who are struggling and/or are one year below grade level, in grade K-5 will receive required support via their targeted interventions. This includes small group instruction in the classroom from the classroom teacher using Journeys Intervention. Tier 2 students were identified using our Lowest 30% from the 2019 FSA results in addition to scores on the iReady Diagnostics AP1 (3<sup>rd</sup>-5<sup>th</sup> grade) and BAS (K-2). Tier 2 students also receive push-in support from the Reading Interventionists during the 90 minute reading block. The Interventionists push in twice a week for 30 minutes each session. Progress monitoring of Tier 2 students occurs on a weekly basis using the intervention curriculum assessments K-5 uses Journeys Interventions.

Monthly grade level CPST meetings are held to assess the progress of Tier 2 students and guide decision-making regarding next steps. Parent invitations are sent out 10 days prior to each meeting.

Tier 3 students, those who need more concentrated interventions and who are two years below grade level, participate in learning targeted to their specific learning needs. The Reading K-5 Interventionists utilize research-based intervention materials such as Read Naturally outside of the 90 minute reading block. These meetings are held to analyze student response to interventions as well as determine next steps. The time spent on instruction for Tier 3 students is 3 session per week, 35 minutes in length in addition to the combined Tier 1 and Tier 2 amounts.



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 that the Collaborative Problem-Solving Team deems necessary for the child.

Somerset Pines Academy complies with all requirements of section 8 of SB 7030 amended section 1002.33 Florida Statute.

- Somerset Pines Academy has a Safe School Officer (Broward Sheriff's Office – City of Pompano Beach) physically present on campus while school is session.
- Somerset Pines Academy has submitted the FSSAT to the FDOE Office of Safe Schools by the October 1, 2019 deadline
- Somerset Pines Academy conducted a First Responder/Law Enforcement Agency tour of the school site in August 2018 (one is required every 3 years)
- The principal of Somerset Pines Academy completed the on-line SESIR training
- Somerset Pines Academy has shared the FortifyFI app with our families and the link to the app is on the front page of the website
- Somerset Pines Academy conducted a Faculty / Staff training on the School Safety Plan, the Mental Health Assistance Plan, the Active Assailant Response Plan, and implementation of all required Drills by the October 1, 2019
- Somerset Pines Academy has identified a Threat Assessment Team and A Behavior Threat Assessment Team and have attended the required trainings.
- Somerset Pines Academy conducts the 10 Fire Drills (one the first week of school), 2 Tornado Drills (one the first week of school), and 10 Active Shooter Drills as required. Documentation is uploaded into charter tools
- Somerset Pines Academy Administration team have all taken the Youth Mental Health First Aid Training and all staff have taken the online Kognito training.

In addition to those requirements, Somerset Pines Academy also has 34 cameras to cover all areas of the building including the inside of the classrooms and the perimeter of the building. Somerset Pines Academy also 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 which is linked to the Florida Sex Offenders database. Once cleared, the visitor is given a badge that must be visible and worn on campus until they leave.

In the past, afternoon carpool was done outside where students would sit under an awning to wait for their cars. For the 2019 – 2020 school year, and moving forward into the new charter term, the school changed our carpool procedures so that students are not outside until their car has arrived. Somerset Pines Academy now utilizes the Silent Dismissal system.

Mental Health as well as social/emotional support is another important factor to ensuring a safe and secure learning environment. We have a school counselor on staff and also employ the services of a Social Worker through Broward County Public Schools Venture Design program. Additionally, we use Sanford Harmony as part of our Social and Emotional Learning curriculum.

## **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.

Somerset Pines Academy has an adequate number of classrooms designed to meet all pertinent classroom design standards set forth by the governing agency. The facility also includes the following uses: library, cafeteria, 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 codes 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 Pompano Beach 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 Public Schools on an annual basis and are on file for review.

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

Somerset Pines Academy 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 Active Shooter 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, 11/13/19

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 governing board/charter school implements the governance structure as defined in the school's contract.

##### A. How does the governing board maintain compliance with training and fingerprinting requirements?

Somerset Academy Inc. utilizes a governance and leadership system that promotes student performance and system effectiveness. The governing board of directors 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 governing structure as defined in the Charter contract, By Laws, and Articles of Incorporation.

In addition, the governing board has contracted with Academica Corporation, an education service and support organization, to provide the schools 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 relating.

#### *Governance Roles and Responsibilities*

Somerset Academy's governing board develops policies and procedures that promote the effective operation of the schools that include clearly defined lines of authority, relationships and accountability which support the vision, purpose, beliefs and goals of each school as defined in the school's contract on file with the school district. It is the governing board's role to review, amend and establish new policies for the schools 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 and mentoring of all staff members. The educational administrative 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 accomplishment of its goals. The governing

board is provided with 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 Somerset Academy governing board oversees business operations and sets policies for all the charter schools that fall under its domain. At each meeting, the budget - expenditures and income - 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 governing board makes certain that each school has a School Improvement Plan (SIP) and that it is implemented effectively. The board also establishes and monitors work policies and procedures to ensure effective operation of each school, and promotes data analysis. The conclusions learned from 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 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 the guidelines for the day to day operations of the school. These manuals/handbooks, and their updates, are reviewed and approved by the governing board.

The principal of Somerset Pines Academy and the governing board work as a collaborative team to maintain high achievement, outstanding performance, and to ensure that each 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 Pines stakeholders focus on school programs, plans and policies to remove any obstacles that may affect student and teacher safety and performance.

All Governing Board members are fingerprinted through the Broward County Public School fingerprint vendor. 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

**B. Provide an explanation or verification of how the governing board/charter school complies with Sunshine Laws as applicable to charter schools 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, monthly/bimonthly, 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. 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 if it has been recently updated.**

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 are certified through the Florida Department of Education 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 Pines Academy 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, the contemporary synthesized research of Dr. Robert Marzano, and the requirements of Florida Statute 1012.34. Somerset Pines Academy has opted to utilize the state approved Florida Consortium of Public Charter Schools Teacher 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 Administrator Evaluation System 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 Pines Academy 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 Pines Academy 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. Somerset Pines Academy has a very active PTSO (Parent Teacher Student Organization) which meets twice a month, one meeting is a board meeting with the PTSO Board and the principal and the second meeting is a general meeting with all of the families.

Parents are involved in the school's programs through monthly parent activities that include diagnostic and data report reviews, as well as the, Title 1 annual beginning of the year meeting which informs parents of the components of the Title I program and resources available. 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.

Printed inside of the student agendas are all the dates for the meetings for the entire year so parents are able to plan ahead to attend. The calendar also has all of the activities for the school year included. As well as inside of the agenda, the planner is also posted in the school office, the school hallway, and the school website. Additionally, the principal calls all families using the Parent Link system every Sunday to inform them on what will be taking place at Somerset Pines Academy for the upcoming week.

## **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

	<u>I. Somerset Pines Academy</u>		
1.1	<u>5030 progress monitoring summary</u>	Kaye, Donna, 11/1/19 9:16 PM	PDF / 267.709 KB
1.2	<u>I. iReady AP1</u>	Kaye, Donna, 11/1/19 8:59 PM	PDF / 103.651 KB
1.3	<u>I. FLKRS AP1</u>	Kaye, Donna, 11/1/19 8:58 PM	PDF / 1.101 MB
1.4	<u>I. BAS AP1</u>	Kaye, Donna, 11/1/19 8:58 PM	PDF / 9.987 MB
1.5	<u>X. volunteer opportunities</u>	Kaye, Donna, 11/1/19 8:55 PM	PDF / 1.165 MB
1.6	<u>W. Certification Audit</u>	Kaye, Donna, 11/1/19 8:54 PM	PDF / 489.02 KB
1.7	<u>V. Staff reporting Endorsements</u>	Kaye, Donna, 11/1/19 8:54 PM	PDF / 307.257 KB
	<u>V. Somerset Pines 5030 Charter School Self Audit 2019 2020</u>		
1.8		Kaye, Donna, 11/1/19 8:53 PM	XLS / 48.5 KB
1.9	<u>U. Somerset Board Training Certificates</u>	Kaye, Donna, 11/1/19 8:53 PM	PDF / 402.182 KB
1.10	<u>U. Somerset Board Fingerprints</u>	Kaye, Donna, 11/1/19 8:53 PM	PDF / 255.68 KB
1.11	<u>T. Discipline report</u>	Kaye, Donna, 11/1/19 8:52 PM	PDF / 670.782 KB
1.12	<u>S. Student Enrollment FTE reports</u>	Kaye, Donna, 11/1/19 8:52 PM	PDF / 110.575 KB
	<u>Q. and R. Somerset Pines Academy - 5030 projected 5 year budget and Revenue</u>		
1.13		Kaye, Donna, 11/1/19 8:52 PM	XLSX / 606.075 KB

Estimate Worksheet

1.14	<u>O. Action Plan Somerset Schools BCPS 10-16-19</u>	Kaye, Donna, 11/1/19 8:51 PM	PDF / 823.389 KB
1.15	<u>N. Fixed Asset Report</u>	Kaye, Donna, 11/1/19 8:50 PM	PDF / 662.006 KB
1.16	<u>M. Corrective Action Plan</u>	Kaye, Donna, 10/31/19 1:48 PM	PDF / 562.74 KB
1.17	<u>L. Standardized Test Results Subgroup data</u>	Kaye, Donna, 10/31/19 1:47 PM	PDF / 312.758 KB
1.18	<u>H. Early Warning Systems Data</u>	Kaye, Donna, 10/31/19 1:47 PM	PDF / 130.607 KB
1.19	<u>F. FLDOE Report Card</u>	Kaye, Donna, 10/31/19 1:46 PM	PDF / 976.68 KB
1.20	<u>E. FLDOE school grade 5 years</u>	Kaye, Donna, 10/31/19 1:46 PM	PDF / 431.274 KB
1.21	<u>C. EOC</u>	Kaye, Donna, 10/31/19 1:46 PM	PDF / 592.097 KB
1.22	<u>B. FSA part 5</u>	Kaye, Donna, 10/31/19 1:45 PM	PDF / 1.307 MB
1.23	<u>B. FSA part 4</u>	Kaye, Donna, 10/31/19 1:45 PM	PDF / 1.314 MB
1.24	<u>B. FSA part 3</u>	Kaye, Donna, 10/31/19 1:45 PM	PDF / 2.176 MB
1.25	<u>B. FSA part 2</u>	Kaye, Donna, 10/31/19 1:45 PM	PDF / 2.501 MB
1.26	<u>B. FSA part 1</u>	Kaye, Donna, 10/31/19 1:44 PM	PDF / 213.286 KB

## Recommendation

School Name: **Somerset Pines Academy**

Primary Contact: **Donna Kaye**

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 Pines Academy'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.



Progress monitoring of Tier 3 students occurs on a weekly basis using the Read Naturally curriculum assessments. Tier 3 progress is assessed during monthly scheduled grade level meeting which includes the CPST team and parents.

Within each of our classrooms across every grade level, our teachers differentiate their instruction.

The iReady reading program will be used in class to provide differentiated instruction based on individual student needs as noted on the iReady diagnostic assessment. Tier 1, 2, and 3 students will work on lessons tailored to their individual deficiencies during the ELA block. All ESE/Gifted students work on lessons tailored to their individual learning needs as well. Beginning the 2019 – 2020 school year, all of our ELL students who are at an A1 or Level 1, will be utilizing the Imagine Learning program instead of iReady. With Imagine Learning, our ELL students will receive explicit, targeted instruction within an individualized learning path that continually adjusts to their needs. The program features primary-language support in 15 languages, which allows our ELL students learning English to progress at their own pace as they learn essential skills.

During the ELA block, the teacher will meet with small groups and individual students to provide systematic and explicit instruction in identified skill areas. The teacher plans for the diverse needs of each learner and matches instruction to meet their needs. The teacher will consider learning styles, skill levels, learning difficulties, language proficiency, interests, social and emotional development, and physical needs.

In addition to Imagine Learning, the ESOL coordinator provides strategies to classroom teachers to aid in scaffolding instruction, particularly in the area of acquiring new vocabulary. Classroom teachers provide a print rich environment to aid students in understanding words that transcend content areas. Push in support is also provided in Creole, Portuguese, and Spanish for the students that need support in their heritage language. Our 3<sup>rd</sup> – 5<sup>th</sup> grade ELL students are also provided with content area dictionaries in their heritage language.

All of students with disabilities are included and integrated in all remedial activities for Literacy in addition to the ESE services prescribed in the IEP. Staff working with SWD students will have access to IEPs and accommodations needed for each student will be provided. SWD students with deficiencies in reading utilize the program Reading Mastery in small group with the ESE teacher. The pull-out model is utilized with the ESE teacher meeting with the students in a small group setting in the resource room.

Additionally, all students identified as Gifted receive Education Plans designed to meet their specific area of giftedness. Gifted students are also placed in a Gifted/High Achievers class with Gifted endorsed teachers and challenged through acceleration and enrichment activities. Gifted/High Achieving students are encouraged to participate in extracurricular activities such as "Battle of the Books", which is an annual Somerset Academy competition

Data Chats and Progress Monitoring are crucial to our success. As mentioned above, monthly CPST meetings with grade level teams and interventionists are held to focus on needs of Tier 2/3 students with the purpose of providing additional instructional strategies and opportunities for re-teaching. Teachers will review data and develop strategies to support Tier 2/3 interventions.

Monthly (K-2) and Bi-monthly (3<sup>rd</sup> – 5<sup>th</sup>) data chats are held with the grade level teams, Principal, and Instructional Coaches to review the benchmarks and analyze the data collected from STAR Early Literacy, iReady, the Benchmark tests, and LAFS the classroom teachers are tracking. All students take the iReady Diagnostic three times per year, during the Broward County Assessment Periods. Fountas and Pinnell BAS is also administered 3 times per year during AP1, AP2, and AP3 to all students in K-3 and 4<sup>th</sup> and 5<sup>th</sup> grade students scoring a Level 1 on the ELA FSA.

We also offer tutoring that begins in October of each year. Tutoring provides additional instructional minutes outside of school to support our Lowest 30% students in 1<sup>st</sup> – 5<sup>th</sup> grade. Tutoring is taught by certified teachers only. Both our ELL and ESE students are afforded their accommodations during the tutoring program and all tutors have copies of the ELL list and the IEPs at a glance.

### *Math*

All students in Kindergarten – 5<sup>th</sup> grade receive balanced math instruction via at least a 60-minute math block. Instructional strategies provided by the classroom teacher include: Number talks direct instruction, small group guided lessons, and hands on practice. Teachers utilize Marzano strategies as well as other low-risk high-yield strategies such as note-taking and collaborative group work to move students towards mastery of MAFS standards. In 3<sup>rd</sup> -5<sup>th</sup> grade, Go Math is utilized during the whole group portion of the 90-minute math block as well as for re-teaching lessons. In Kindergarten – 2<sup>nd</sup> grade, Go Math is also utilized however Engage NY is being introduced for the 2019 -2020 school year for its rigor and a deeper dive into the concepts.

The math coach will come into the math classroom at least 1 time per month to challenge the students on their math facts (multiplication). The students who win the challenge will get a prize and recognition. The math challenge will provide an incentive for the students to practice their math facts and increase their math fluency. Beginning with Kindergarten the challenge will revolve around number recognition then move forward into addition, subtraction, multiplication and division at the different grade levels.

All students 2<sup>nd</sup> -5<sup>th</sup> grade will be given class time to use the Reflex math computer program at least 30 minutes per week. Reflex math is as adaptive and individualized program designed to help students master basic facts in multiplication and division. Increasing fluency in multiplication and division will increase mastery in number sense and operations. Fluency will also help students with operation with fractions such as simplifying fractions and finding equivalent fractions.

All ESE students both EP and IEP's, are included in all classroom math implementations. Along with students being placed in groups according to ability, our ESE students also receive math services via their individual EP/IEP plans. These include but not limited to, pull out/push in services done by the ESE teacher and, if needed other members of the student's team.

The school leadership team as well as grade level teams review performance data of all students systematically to identify interventions needed to improve student performance. Teachers will receive training and support from the Math Coach on identified areas of weakness. The Math Coach will conduct walkthroughs to identify the type of support needed for each teacher/grade.

In addition to support from the math coach, our classroom teachers receive support from students ESE team to help with math planning and success for ESE students. Teachers work together to monitor student math progress using the data to help ESE student success.

Weekly, during their planning block, the classroom teachers will be provided with support from the math coach to design lessons targeting strategies to help with student mastery on numbers and operations, algebra and algebraic thinking, data and measurement, and geometry. Strategies such as how to use manipulatives and number talks to increase number sense will be part of the weekly planning. All classroom teachers are also provided the opportunity to take advantage of the district math workshops.

All Tier 2 students, those who are struggling and/or are one year below grade level, in grade K-5 will receive required support via their targeted interventions. This includes small group instruction

in the classroom from the classroom teacher using Go Math Interventions (3-5) and Engage NY (K-2). Tier 2 students were identified using our Lowest 30% from the 2019 FSA results in addition to scores on iReady Diagnostics AP1. Students are assessed using iReady Teacher Toolkit and Standards Mastery. In Kindergarten and 1<sup>st</sup> grade teachers utilize Edulastic for standard based tracking since iReady Standards Mastery begins at 2<sup>nd</sup> grade. Progress monitoring of Tier 2 students occurs on a weekly basis using the intervention curriculum assessments.

In addition all Tier 3 students, those who need more concentrated interventions and who are two years below grade level, in Kindergarten -5<sup>th</sup> grade participate in learning targeted to their specific learning needs. The Math K-5 Interventionist utilizes iReady Tools for Instruction. The time spent on instruction for Tier 3 students is 3 sessions per week, 35 minutes in length in addition to the combined Tier 1 and Tier 2 amounts.

Progress monitoring of Tier 3 students occurs on a weekly basis using the Go Math Intervention assessments for 3<sup>rd</sup>-5<sup>th</sup> grade as well as Engage NY for Kindergarten – 2<sup>nd</sup> grade. Tier 3 progress is assessed during monthly scheduled grade level meeting which includes the CPST team and parents.

In all of our classrooms, the math block is differentiated, and small group rotations are used. During the math block, the teacher will meet with small groups and individual students to provide systematic and explicit instruction in identified skill areas. The teacher plans for the diverse needs of each learner and matches instruction to meet their needs. The teacher will consider learning styles, skill levels, learning difficulties, language proficiency, interests, social and emotional development, and physical needs. During the math block, students will complete centers to help them practice skills independently.

iReady will be used in class to provide differentiated instruction based on individual student needs as noted on the iReady diagnostic assessment. Tier 1, 2, and 3 students will work on lessons tailored to their individual deficiencies during the math block. Gifted/ High Achieving students as well as Students with disabilities will also utilize the iReady math program to address their individual learning needs.

Our SWD students are included and integrated in all remedial activities for Math in addition to the ESE services prescribed in the IEP. Staff working with SWD students will have access to IEPs and accommodations needed for each student will be provided. SWD students with deficiencies in math utilize the program Touch Math in small group with the ESE teacher. The pull-out model is utilized with the ESE teacher meeting with the students in a small group setting in the resource room.

ELL students are provided support during their math block by the ELL interventionist. The interventionist supports the ELL students with their heritage language and assists with the understanding of lesson content delivered by the classroom teacher. ELL students are also placed in RTI if the need is evident. During RTI the student gets additional support in math based on the skills they are deficient in.

Data Chats and Progress Monitoring were an important part of our growth last year and will continue into our new term moving forward. Monthly data chats with grade level teams and interventionists will be held to focus on needs of Tier 2/3 students with the purpose of providing additional instructional strategies and opportunities for reteaching. Teachers will review data and develop strategies to support Tier 2/3 interventions. Monthly grade level CPST meetings are scheduled and parent invitations are sent out 10 days prior to each meeting in order to discuss Tier 2/3 student progress and guide decision-making regarding next steps. Students will take the iReady Diagnostic in math during each of the assessment period windows.



As with ELA, tutoring is provided for additional instructional minutes outside of school to support our Lowest 30% students in 1st and 2<sup>nd</sup> as well as our Level 1 students from the 2019 FSA. Tutoring is taught by certified teachers only. ELL and SWD students are afforded their accommodations during the tutoring program and all tutors have copies of the ELL list and the IEPs at a glance.

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

For struggling students, Somerset Pines Academy implements evidence-based effective instructional techniques including high-leverage practices that support the students in succeeding. Teachers are using the fundamentals of teaching to ensure they are reaching the students regardless of their level of ability. These strategies include instructional techniques such as explaining & modeling, providing feedback, analyzing data as well as classroom management approaches to guarantee the best conditions for learning in their classrooms. As stated above, the social and emotional aspect is also important as the students need to feel a connection with the teacher in order to engage in the learning.

All students in our school are instructed in a small group which focuses on their instructional needs. In the beginning of the year, students are administered the Benchmark Assessment System (BAS) running record in Kindergarten – 3<sup>rd</sup> grade as well as all 4<sup>th</sup> and 5<sup>th</sup> graders scoring a Level 1 on 2019 ELA FSA. All students in Kindergarten – 5<sup>th</sup> grade also take the iReady diagnostic in both reading and math. Using data from these tools, small groups are formed.

Struggling readers are using Journeys interventions as well as the iReady teacher toolkit which creates specialized paths and lessons designed to instruct the students in their deficiencies. Using specially designed instruction, core instruction, supplemental intervention and intensive intervention, our teachers can meet the needs of all of our students including SWD, Gifted, ELL and struggling learners.

Although the data from some of the years in the prior charter term for learning gains was not to the standard the we would have liked it to be, we did see a dramatic increase in learning gains in the past school year which lets us know we are on the right track and we will continue moving

forward to improve each year.

**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 Chats and Progress Monitoring were an important part of our growth last year and will continue into our new term moving forward. Monthly data chats with grade level teams and interventionists will be held to focus on needs of Tier 2/3 students with the purpose of providing additional instructional strategies and opportunities for reteaching. Teachers will review data and develop strategies to support Tier 2/3 interventions. Monthly grade level CPST meetings are scheduled and parent invitations are sent out 10 days prior to each meeting in order to discuss Tier 2/3 student progress and guide decision-making regarding next steps.

Each classroom teacher and interventionist keep a data binder for their class or group of students.



Data included, based on what is applicable for each grade level and subject, is the AP3 data from the previous school year, FSA scores from the prior school year, Diagnostic data from the current year assessment periods as well as BAS results from each of the assessment periods. The ELL and SWD students are also represented with their accommodations and their Imagine Learning reports as well as the IEPs at a glance. The classroom teachers also have their benchmark class tracking and Lowest 30% tracking in their data binders. The interventionists have the graphs for each student and the skills they are working on.

As a school, there is also a school wide data binder which tracks all the student prior data (previous year FSA, ACCESS scores, and BAS) as well as updated diagnostic reports from iReady and for our ELL A1 and Level 1 Imagine Learning reports.

**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.**

- **Describe the IEP process for SWDs for present level development, prioritization of educational needs, and annual goals.**
- **Describe the EP process for Gifted students for present level development, prioritization of educational needs, and annual goals.**
- **Describe the program's services and supports for SWD including supplemental aids and accommodations.**
- **Describe the school's Gifted program and the services provided. If the school does not currently serve Gifted students, what would that program look like?**
- **Describe the testing plan and progress monitoring plan for SWDs.**

Student IEP's are completed on an annual, interim, or initial basis. For current and accurate data collection, the ESE teacher sends out a checklist to collect information from the student's classroom teachers to assist in the present levels and current progress. These checklists contain information about student's current curriculum abilities, independent functioning, communication, and social emotional progress. Along with checklists, the ESE teacher has face to face conversations regarding the student, to again, gain as much current data as possible to write the students Present Levels for the IEP. The ESE teacher will gather any diagnostic data, class assessments, do observations, and one-one assess the students using research approved screening assessments, such as The Diagnostic Assessment of Reading (DAR) and The KeyMath assessment. With all the data that is collected, the ESE teacher uses this, in addition to the data collected by ESE teacher during sessions. With any progress monitoring tracking that is used by the ESE teacher, this is used to assist with goal making as well as adding/updating the IEP plan. While analyzing data to create efficient individual goals, we are able to determine and prioritize what the students' needs are. For instance, if we find, based on data collected, that student is regressing or not showing adequate progress in a specific area, we will create a priority need. Once the needs are found, we then use the data to create individual goals to be worked on during the duration of the IEP for that timeframe.

Our ESE program provides services and accommodations that are based on students' needs stated on the IEP. We accommodate the students' academic, social, independent, and behavioral needs with, direct specialized instruction, consultative, collaborative, and Push in (classroom) support. In addition, we provide speech/language, counseling, social work, and OT/PT on an as needed basis. Our services are provided based on student needs and are decided upon as team during IEP meetings. Supplemental aids and accommodations are also provided based on need and what the team feels will best support the student. There are a number of accommodations and supplemental aids that we are able to provide and are selected from IEP or specially created and added to the students plan.

The EP data collection is similar to the collection for an IEP. However, for our EP students we focus on their strengths rather than weaknesses. When writing the Present Levels, we add all their strengths and interests. When prioritizing educational needs, we use data collected from multiple sources, such as diagnostics, classroom performance, and to be as accurate as possible, we may also use student interview data as well. With the students input, this is used to help create goals and prioritize the needs of the student to create an EP that is, not only meaningful to the student, but will allow them to work at their level as well.

Currently we offer a full time Gifted/High achieving classroom for grades 2<sup>nd</sup> -5<sup>th</sup> grade. All Gifted/High achieving teachers are Gifted endorsed or working to become endorsed and placed on a waiver. Along with the classroom teachers, the ESE teacher, ESE specialist, school administrator, and specialist area coaches are also gifted endorsed as they can all be extra support if needed. Students with EP plans are placed in these classes to ensure they are being met at their academic levels and to implement EP plans effectively.

For student testing, we follow the Countywide referral process. With this process, we use the data collected by RtI/MTSS team members to determine the need for testing. Once the ESE specialist is given the student name and information from the RtI coordinator we create parent consent for testing and once returned to the school, we send copies of the referral packet containing all data needed to complete the referral process in to the County Psychological services department. The testing process also includes the team completing an evaluation planning document that is located under the student profile on EdPlan. This information includes things such as, ESOL classifications, behavioral, academics, and other important information specifically related to the student being referred testing. The planning process also specifies which type of testing students need and who will complete the testing. I.e. Speech/Language, Learning, behavioral, etc. Once all testing is complete, we continue with Eligibility or the Re-eligibility process by adding in the evaluation data, holding a meeting with the entire team, and determining eligibility of the student. If students are determined eligible for ESE services, we then create an IEP for that student based on need.

Progress monitoring is done on a frequent and as needed basis by both the classroom teachers and ESE providers. All teachers of SWDs keep individual folders for our SWD. In the folders, teachers keep all updated IEP-At-A Glances and are required to add any progress monitoring data as it may pertain to student goals. The teachers can bring these to student meetings to provide insight to the ESE Teacher to help in collection of data for plan updates. In addition, the ESE providers also keep data by collecting assessments given based on goals, work samples, and observations. ESE providers also log into the EdPlan Wizard when services are provided and may add any progress monitoring data in them as well.

**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.**

- **What is the school's plan for identifying, placing and scheduling ELLs?**
- **Describe how the school has and will continue to comply with the state-approved district ELL Plan?**
- **Describe how the school provides and will continue to provide equal access to instructional and categorical programs regardless of proficiency level.**

When students register at Somerset Pines Academy, we identify those speaking another language based on the 3 language questions on the registration. If students have indicated "yes" on 1 or more of the 3 questions we look at both TERMS and Ellevation for previous data on the student. We also speak with the registering parent to get background information using the initial classification form. If the student is new to the county or a new Kindergarten student they are tested using the IPT I test within 20 school days. After being tested they will either be eligible for services or not qualifying for services.

Somerset Pines has and will continue to follow the Broward County Public School District ELL plan. If students are identified as ELL, information will be shared with teachers to ensure the students are receiving proper accommodations. Training is provided by the ESOL Coordinator as well as provided training by the district on topics that include identifying ELL, supporting ELL, Ellevation education online resources, WIDA "Can Do" descriptors, accommodations, and Imagine Learning which is used for A1 and Level 1 ELL students.

The information provided to each teacher in regard to the ELL student includes the language classification, language spoken, and DEUESS date. Teachers are also provided the ESOL instructional strategies matrix as a reference to support ELL students in the classroom. These accommodations are documented in the lesson plans of each teacher.

ELL students are evaluated at the 2nd, 3rd, 4th, 5<sup>th</sup>, 6th, and beyond years based on their DEUSS date. For the 2nd and 3rd year reevaluation, the ESOL contact reviews the progress of the ELL student and determines continuation in the program. For 4th year and beyond, the ESOL Coordinator schedules a reevaluation meeting inviting the guardians of the ELL student, the teachers, administration, and the ESE specialist or school counselor when necessary. During this meeting the committee discusses the progress of the student and determines if the student needs to continue with the support or is ready to be exited from the program. This is determined by teacher input, grades, test scores and parent input. We also look at academic struggles and determine if the struggles are due to a language barrier or if the struggle is more than a language barrier.

ELL students who are exited are monitored to ensure there is no struggles after exiting. If there is any inclination that there is a struggle based on a language barrier, an ELL committee is scheduled to discuss the option of reentering the ELL student into the program.

All LY students are administered the ACCESS test in the spring following the district assessment calendar. Upon receiving results, they will be analyzed, students will be exited if necessary, and the reports will be distributed to families and shared with teachers.

Students are given support throughout the school year in the classroom by their teachers with appropriate accommodations based on the matrix. The students are also given support as by a resource teacher who can support the ELL in their heritage language. The resource teacher gives support for the ELL both inside and outside of the classroom.



All ELL students have full access to all programs and curriculum within the classroom. In order to support our ELL students with the curriculum and programs, teachers and resource teachers use accommodations suited to support the lessons. When the resource teacher is pushing in to the classroom they are able to support the ELL with *the* classroom curriculum and programs by giving instructions and explanation in the ELL students heritage language. The heritage language support also works with the ELL students in small group if content is not clear or if the student is struggling to understand. Besides this push in method, those students that are struggling a little more with the language are pulled out of the classroom in order to receive additional language support. This support is provided by using the *Teaching ELLS Academic Language Mastery* (TEAM) Curriculum. This program provides support in the areas of vocabulary, fluency and comprehension.

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

- **Describe the charter school's collaborative problem-solving team (CPST).**
- **How does the charter school encourage and document parent participation during the RTI process?**
- **Describe the charter school's data analysis process for all tiered interventions.**

Somerset Pines Academy follows the most current criteria released by Broward County Public Schools for the placement and identification of students in need of intervention support across all three tiers. Students in Kindergarten through third grade that are 2 or more BAS levels below, anyone previously retained in third grade, and fourth and fifth grade students that are 2 or more BAS levels below and scored a Level one on the Florida Standards Assessment are all required to be placed in either Tier 2 or Tier 3 of the MTSS/RTI Process.

Tier 2 Interventions in reading include the use of the iReady Teacher Toolkit and FCRR resources. Tier 2 Interventions for Math are iReady lessons. For both subjects' teachers also track student standard mastery by using Edulastic in Kindergarten and 1<sup>st</sup> grade as well as iReady Standards Mastery in 2<sup>nd</sup> – 5<sup>th</sup> grade. Students in Tier 2 receive interventions through small group learning, teacher-led small group learning, and center activities as an additional 30-minute instructional block during the school day, classroom teachers are responsible for weekly progress monitoring using the Tier 2 intervention assessments. Mastery is determined by students successfully achieving 80% accuracy over four consecutive weeks.

Tier 3 Interventions in Reading (K-5) are Read Naturally and in Math are Go Math reteach. Tier 3 students are pulled out during their specials area classes 3 times per week for 35 minutes each session. The Tier 3 interventionist teaches small-group lessons based on the area of deficiency and assesses weekly using the approved intervention program assessments. Mastery is determined by students successfully achieving 80% accuracy over four consecutive weeks.

The members responsible for supporting the interventionists are the RTI Coordinator, the Literacy Coach, the Math Coach, and the Principal. The CPST Team consists of Resource Teachers, Classroom Teachers, Administration, Parents, the RTI Coordinator, the ESE Specialist, and a translator when applicable. The team has monthly grade level meetings to review data and discuss progress and next steps for targeted learners. Parent invitations are sent home approximately 10 days prior to a CPST Meeting in both English and the students heritage



language. Sign-in sheets are completed at the time of each meeting and kept in an RTI binder. The RTI process at Somerset Pines Academy is done with fidelity and is continuously seeking innovative ways in which to help struggling learners.

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

- **Describe how the charter school obtains the data and how often the EWS data is updated to reflect student improvement.**
- **Provide an in-depth description of the additional interventions provided to students identified on the Early Warning System with a focus on attendance, behavior, Level 1 and 2 students, students performing below grade level, and students exhibiting two or more indicators.**

Somerset Pines Academy obtains Early Warning Systems data from both BASIS and the Florida Department of Education CIMS (Continuous Improvement Management System). BASIS gives up to date information for each student for the current school year, although you can look at prior school years as well for each individual child. CIMS compares the school over all for the prior year and the current year so we can track where improvements have been made.

Attendance and tardies have been a concern across the board at Somerset Pines Academy, however with the interventions that were put in place during the 2018-219 school year, through BASIS we see that currently we have only 6 students out of the 446 students with exhibiting two or more indicators. This is a drastic change from last year. For the 2019 – 2020, and moving forward into the next term, the following intervention strategies will remain in place.

Once a student has been tardy or absent 3 times – the teacher contacts the family to see what the cause of the tardies or absences are and see if there is something the school can do to assist. If the student reaches 5 absences or tardies, a letter is sent home to the family both in English and their heritage language outlining the attendance policy and encouraging the parent/guardian to make sure their student arrives to school on time and every day.

The next step our school counselor will set up a meeting or phone conference with the family to see if there are extenuating circumstances or if there are resources that can be put into place to give the family additional support.

Concurrently, our school counselor put into place an attendance incentive that rewards the students who have weekly and monthly perfect attendance, as well as for students who have improved their attendance.

Another indicator we needed to improve upon was students scoring a level 1 on the FSA. With 79% of 3rd – 5th graders scoring a Level 1 on the 2018 FSA, a more effective approach needed to be taken with our struggling students. With the interventions we put into place, that number decreased to only 23% of our 3<sup>rd</sup> – 5<sup>th</sup> graders scoring a Level 1 on the 2019 FSA.

Beginning last year and continuing this year and into the next term, Interventionists time with students is considered sacred and may not be interrupted.

Interventions were not consistent in the 2017-2018 school year and Interventionists would be pulled to cover classrooms when substitutes could not be found. Along with the difficulty of finding time outside of their instructional blocks to pull, the inconsistency led to the students not receiving

as much support as they should. For the 2018 – 2019 school year, an intervention time was built into each schedule so that interventions are consistent and concrete across all grade levels. Students are not pulled for interventions during instructional time. An additional Interventionist was hired during the 2018 -2019 school year, and a Portuguese speaking para professional was additionally hired for the 2019 – 2020 school year (this was a finding on the 2018-19 OSPR visit). The office staff were told that they needed to be treated as a classroom teacher and could not be pulled when they were with students. Intervention time was to be uninterrupted.

For the 2018 -2019 school year, we also began tutoring for the students in lowest 25% beginning in September and running through December. Level 1 students as well as, students in the Lowest 25% were being offered additional Math Labs and ELA Tutoring afterschool. The tutoring program was designed to fill the gaps within their Reading levels and the foundational skills in Math. This tutoring is not FSA tutoring and does not use test prep materials, instead it focuses on close reading skills for the grade level below (5th graders work on 4th grade skills to fill the gap in their comprehension) and the Reflex math program in the Math Lab to build the foundational math skills. Tutoring is held on Mondays for Reading for one hour and on Thursdays for math for one hour. The tutors are our classroom certified teachers.

## **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***

Somerset Pines Academy received an audit finding for the 6/30/2015 fiscal year, related to instances where certain deposits were missing the required recap sheets, some disbursements did not include invoices as supporting documentation, and some disbursements did not include the required second signature. These issues were addressed with the school principal, and auditors noted they were corrected during the 6/30/2016 fiscal year, during which there were no exceptions or findings issued.

For the 6/30/2017 fiscal year, the school receiving a finding related to missing teacher's receipts, bank deposit receipts, and revenue recorded to the incorrect account. An exception was identified on a disbursement that did not include the required second signature. Management addressed these items by providing additional training to the school to ensure adherence to internal policies and procedures. The finding was corrected and the 6/30/2018 fiscal year was free of any audit findings.

For the 6/30/19 fiscal year, Somerset Pines Academy 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**

**Final Rating****Meets the Standard** Cassandra Vallianos, 11/19/19**Meets the Standard****A. Explain how the charter school maintains a balanced budget and a positive cash flow.**

Somerset Pines Academy #5030 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 \$2,411,482 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 Pines Academy #5030 has a combined surplus of over \$1,865,425 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 Pines Academy #5030 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.

Except for the 2016 – 2017 school year, Somerset Pines Academy's actual enrollment has been consistent with its projections. The 2016-2017 school year was the year that Somerset Pines Academy began running as a K-5 school instead of a K-8 school. Enrollment was down during that school year. The following year, enrollment was back inline with projections.

Enrollment remains consistent due in large part to the administrative team, including the principal, being part of the original staff from the 2010 opening. Ten of the original staff members remain, with 5 of those being classroom teachers. Having little turn over each year, with the exception of the 2016-2017 school year, parents are confident in the school, the administration, and the teachers.

#### B. Provide the demographics of the community the charter school serves.

Somerset Pines Academy has a diverse group of students. With an 80% Free and Reduced lunch percentage, Somerset Pines Academy is home to 34.4% Black/African American students, 37.7% Hispanic students, and 25.1% White students. The additional 2.8% of our students fall under 10 students for the subgroup and are only reported that way. Somerset Pines Academy is also home to 27.9% of ELL students and 7.5% of students with disabilities.

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

Somerset Pines Academy 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 Pines Academy maintains a safe and secure learning environment. 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 school 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 intervention, the child will be placed on a Behavior RTI for further monitoring. If it is a situation where the child needs immediate mental health counseling,