



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2020-06-09 10:05 - School Board Operational Meeting
<b>AGENDA ITEM</b>	ITEMS
<b>CATEGORY</b>	L. OFFICE OF PORTFOLIO SERVICES
<b>DEPARTMENT</b>	Charter Schools/Management Support

<b>Special Order Request</b>	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>Time</b>	
<b>Open Agenda</b>	
<input type="radio"/> Yes	<input checked="" type="radio"/> No

**ITEM No.:**  
L-7.

**TITLE:**  
Charter School Renewal Agreement - Somerset Academy, Inc., - 5006

**REQUESTED ACTION:**  
Approve the Charter School Renewal Agreement for Somerset Academy, Inc., on behalf of Somerset Preparatory Charter High - 5006.

**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:**

**EXHIBITS: (List)**

(1) Continuation of Summary Explanation and Background (2) Somerset Preparatory Academy Charter HS at North Lauderdale ES (3) Somerset Preparatory Charter High 5006 Renewal Agreement (4) Somerset Prep Charter High 5006 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*  
5/19/2020, 10:54:55 AM

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 Preparatory Charter High – 5006.

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 Preparatory Charter High – 5006, 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 Charter School, Inc.  
Somerset Preparatory Academy Charter High School at North Lauderdale – 5006**

School Name	Somerset Preparatory Academy Charter High School at North Lauderdale
Implementation Year	2010 – 2011
Termination Date of Current Charter Agreement	June 30, 2020
Address	7101 Kimberly Boulevard North Lauderdale, Florida 33068
Grades Approved to Serve	9-12
Grades Currently Serving	9-12
Current Enrollment	300
Target population	Neighborhoods surrounding the school
Curriculum Focus	Traditional
School Grade 2018-2019	C
School Grade 2017-2018	C
School Grade 2016-2017	C

On May 18, 2010, The School Board of Broward County, Florida, approved a Charter School Agreement authorizing Somerset Academy Charter School, Inc., to open Somerset Preparatory Academy Charter High School at North Lauderdale – 5006. 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 Preparatory Academy Charter High School at North Lauderdale – 5006, to renew for another five-year period, to conclude on June 30, 2020.

Section 1002.33(7)(c)1, Florida Statutes, states that “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.”

As part of its renewal process for charter schools, The Superintendent’s Charter School Review Committee (“Committee”) has thoroughly reviewed and analyzed the school’s data and the Renewal Program Review submitted by Somerset Academy, Inc., (Somerset Preparatory Academy Charter High School at North Lauderdale – 5006). The Committee has determined it meets renewal criteria pursuant to Section 1002.33(7)(c)1, Florida Statutes, and has recommended a renewal of the School’s Charter Renewal Agreement.

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School renewal Agreement for Somerset Academy, Inc. (Somerset Preparatory Academy Charter High School at North Lauderdale – 5006), for a five-year period starting on July 1, 2020 and ending on June 30, 2025.

Somerset Preparatory Academy Charter High School at North Lauderdale – 5006, is located at 7101 Kimberly Boulevard, North Lauderdale, Florida 33068, which is located in District 4.

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

**CHARTER SCHOOL RENEWAL AGREEMENT**

9<sup>th</sup> 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 high school, grade levels (9-12) 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.

## Somerset Preparatory Charter High School at North Lauderdale #5006

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

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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;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(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.

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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

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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

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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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

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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.

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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

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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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### 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 of approved by the Sponsor 1000 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

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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;

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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.

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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

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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

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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

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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

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

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

### **ARTICLE 5: FINANCIAL ACCOUNTABILITY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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

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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.

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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

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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

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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 691-73.002, 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

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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

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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

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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.

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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: 7101 North Kimberly Boulevard, North Lauderdale, Florida 33068.

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).

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

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

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

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

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

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

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

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Section 6.C.5:           **Entity Disclosure:** The School is co-locating with Somerset Preparatory Academy Charter School at North Lauderdale (MSID# 5003), 7101 Kimberly Boulevard, North Lauderdale, Florida 33068.

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.

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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:

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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

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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

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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.

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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

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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.

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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:

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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.

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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.

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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;

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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

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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

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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.

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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.

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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

## Somerset Preparatory Charter High School at North Lauderdale #5006

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

## Somerset Preparatory Charter High School at North Lauderdale #5006

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.

**Somerset Preparatory Charter High School at North Lauderdale #5006**

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;

**Somerset Preparatory Charter High School at North Lauderdale #5006**

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.

## Somerset Preparatory Charter High School at North Lauderdale #5006

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

**Somerset Preparatory Charter High School at North Lauderdale #5006**

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.

**Somerset Preparatory Charter High School at North Lauderdale #5006**

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.

**Somerset Preparatory Charter High School at North Lauderdale #5006**

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.

Somerset Preparatory Charter High School at North Lauderdale #5006

FOR THE SCHOOL

(Corporate Seal)

Somerset Academy, Inc.

Attest: [Signature]  
Secretary  
- or -

by: [Signature]  
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 Preparatory Charter High School at North Lauderdale #5006, the Governing Entity.

He took an oath and is personally known to me.

My commission expires:

(SEAL)

[Signature]  
Signature - Notary Public

My commission expires:

Marla G. Devitt  
Printed Name of Notary Public



FOR THE SPONSOR

(Corporate Seal)

ATTEST:

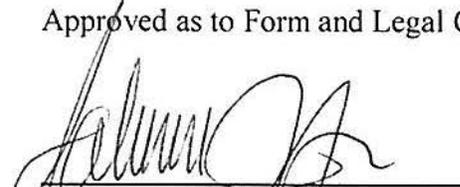


Robert W. Runcie  
Superintendent of Schools

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 #000453**

**Somerset Preparatory Academy Charter High At North  
Lauderdale**

**Location Code: 5006**

**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:**

Donyale McGhee

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

# GENERAL

## A. School Information

School Type: **High**  
 Grade Levels: **[9, 10, 11, 12]**  
 School District:  
 Neighborhood / Community:  
 Organization Type:  
 Sponsoring Entity: **Non-profit Organization**  
 Address: **7101 Kimberly Blvd North Lauderdale, Florida 33068-2388**  
 Phone: **(954) 718-5065**  
 Fax: **(954) 718-5066**  
 Web Site:  
 Calendar Type: **- 180 instructional days**  
 Educational Service **(None)**  
 Provider:

## B. Primary Contact Person

Name: **Donyale McGhee**  
 Mailing Address:  
 Mobile Phone: **786-853-9854**  
 Alternate Phone: **954-718-5065**  
 Email: **dmcghee@somersetprep.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.								
9	97	100	97		97	100	97	100	97	100
10	72	75	97	100	97	100	97	100	97	100
11	72	75	72	75	97	100	97	100	97	100
12	47	50	72	75	72	75	97	100	97	100
<b>Total</b>	<b>288</b>	<b>300</b>	<b>338</b>	<b>250</b>	<b>363</b>	<b>375</b>	<b>388</b>	<b>400</b>	<b>388</b>	<b>400</b>

## D. Board Members

Name	Title	Contact Information	Current Employer
Concepcion, David	Board Member	P: 786-393-4455 M: E: dconcepcion@somersetacademyschools.com	

Cox, Brian Matthew	Board Member	P: M: E: kmallon@academica.org
Díaz, Ana	Board Vice Chairperson	P: 786-393-4455 M: E: adiaz@somersetacademyschools.com
German, Todd	Board Chairperson	P: 786-393-4455 M: E: tgerman@somersetacademyschools.com
Kimmel, Bernard	Board Member	P: M: E: kmallon@academica.org
marin, Louis	Board Member	P: 786-393-4455 M: E: lmarin@somersetacademyschools.com
McGhee, Donyale	Emergency Contact	P: 954-718-5065 M: 786-853-9854 E: dmcghee@somersetprep.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 PREPARATORY  
ACADEMY CHARTER HIGH SCHOOL AT NORTH LAUDERDALE

CHARTER SCHOOL LOCATION NUMBER: 5006 GRADES SERVED: 9-12  
DATE: 10/1/19

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: DONYALE F. MCGHEE

TITLE/RELATIONSHIP TO NON-PROFIT: PRINCIPAL

MAILING ADDRESS: 7101 Kimberly Boulevard, North Lauderdale, FL 33068

PRIMARY TELEPHONE: (954) 718-5065

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E-MAIL ADDRESS: dmchgee@somersetprep.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.

Donyale F. McGhee   Principal

Printed Name

Position/Title

Donyale F. McGhee   
2019

Signature

November 1,

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 Joe Luechauer, 11/12/19

Complete Sean Brown, 11/19/19

Complete Cecilia Zereceda, 11/19/19

Complete Lourdes Panizo, 11/19/19

Complete Allisyn Axelrod, 11/19/19

Complete Detra Adams, 11/19/19

Complete Kim Punzi-Elabiary, 11/20/19

Complete Reynaldo Tunnermann, 11/20/19

Complete Laurie Steinberg, 11/21/19

Complete Rachel Askew, 11/22/19

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 Marilyn Johnson, 11/26/19

Complete Hanne Rega, 11/26/19

Complete Jill Young, 11/27/19

Complete Brenda Santiago, 12/2/19

Complete Rhonda Stephanik, 12/3/19

**Complete**

With a population of over 44,391 residents, North Lauderdale, Florida is a small city, rich in diversity, in the center of Broward County. The city is a suburb of Ft. Lauderdale, and while it is only five square miles, it is growing and developing inward, with beautification projects, community events, and a family-oriented atmosphere.

Situated right at the center of North Lauderdale, Somerset Preparatory Academy Charter High School at North Lauderdale Campus (SPNL) is home to over 1,056 mighty Hurricanes. Founded in 2010, The campus currently serves students in Kindergarten thru 12th grade utilizing a K–8, 9–12 grade-level configuration, 759 in Grade K-8 (MSID# 5003), and 297 in grades 9-12 (MSID# 5006). Located on a beautiful, closed campus, Somerset Preparatory Academy Charter High School at North Lauderdale offers a continuum of service options to help struggling learners and challenge advanced students alike. Students enjoy a full range of academically challenging and culturally enriching co-curricular and extra-curricular activities. The student body is culturally diverse with a population for K-8 of 1.3% White, 26.1% Hispanic, 66.1% African-American, 3.4% Multi-cultural, and 3.1% of other nationalities. This population also consists of 99% Economically Disadvantaged students, 13.3% English Language Learners and 7% Students with Disabilities.

Somerset Preparatory Academy Charter High School at North Lauderdale celebrates its senior class and graduation each and every year, divulging in the increasing graduation rates, scholarship awards, and college acceptances. The 2018-2019 school-year culminated with a commencement ceremony that celebrated the success of 56 seniors and a 98.3% graduation rate. 80% of the graduates were awarded admission to the post-secondary institution of their choice. Distinguished graduates had served their community for over 1100 hours. Their academic accomplishments, leadership and community service are reflective of the Somerset founding principles which promote a culture of excellence in student achievement and foster the development of responsible, respectful, self-directed life-long learners.

### **Accreditation**

Somerset Preparatory Academy Charter High School at North Lauderdale is accredited by the Southern Association of Colleges and Schools and holds membership in the College Board.

### **Academic Schedule**

The high schools' academic program is organized on a rotating block schedule. Students are assigned eight credits per year as the maximum course load; students take four classes on an alternating block schedule that meet for 90 minutes each. Annual credit classes are year-long and semesterized courses one semester (half of the year).

### **Curriculum**

In alignment with Broward County Public Schools, Somerset Preparatory Academy Charter High School at North Lauderdale adheres to the district's Comprehensive Reading Plan and state curriculum requirements. Our reading plan is district approved, consisting of extended intensive reading classes, small group pull-out intervention, phonics enrichment curriculum and supplementary technological aids.

Advanced Placement Program courses are offered in U.S. History, English Language, English Literature, and United States Government. Advanced Placement is an open-enrollment program based on teacher recommendation.

Students may utilize the acceleration options listed below to pursue a more challenging program of study or to accelerate entry into postsecondary institutions or vocations of their choice. There are several provisions whereby students may accelerate their graduation or take additional courses for college credit prior to graduation. These include our Collegiate Academy for our High Schoolers, Dual Enrollment, and Early Admissions. Broward College and Somerset Academy jointly sponsor an Early Admissions program. Seniors can choose the Early Admissions option. You can enroll full-time in college and receive high school and college credit for the courses you take. We currently have 4 seniors enrolled in full-time early admissions with Broward College.

In addition, Somerset Preparatory Academy Charter High School at North Lauderdale is proud to introduce the Industry Certification Program for its High School students. This program will give students the opportunity to complete the Microsoft Office Suite Industry Certification examination bundle. This consists of Microsoft PowerPoint, Word, Access and Excel. Upon successful completion of the program, students will also earn a high school credit.

### **Social Emotional Learning**

In alignment with Marjory Stoneman Douglas Public Safety Act, the school has also implemented Sanford Harmony, a CASEL SElect program. Implementing Sanford Harmony as our Social Emotional Learning Curriculum helps with some of the social and emotional barriers that are preventing our students from succeeding due to their economic and household situations, while also encouraging positive interactions and relationship building. Although the program caters to grade K-6, implementing it in the secondary grades has helped students learn and apply the necessary problem-solving skills, as well as to embrace diversity to help them through to adulthood.

### **Supplemental Educational Services**

Free tutoring services offer students extra help in academic subjects such as reading, language arts, mathematics, and science. These services are provided outside of the regular school day—after school, on weekends, or in the summer.

### **Grade Point Average (GPA) Calculation**

Beginning with grade 9, all subjects, whether passed or failed, are included in the computation. A minimum of 24 credits is required for graduation. In addition to the required 24 credits, students at Somerset Preparatory Academy Charter High School at North Lauderdale will graduate with 28 credits. This alternative will allow students to achieve higher GPA calculations and exceed both State and District requirements. AP and Dual Enrollment courses are weighed by two extra points and Honors classes are weighed by one extra point. Grades are recorded on the official transcript and grade point averages are computed in January and June.

## **Extracurricular Activities**

In addition to offering a broad curriculum, Somerset Preparatory Academy Charter High School at North Lauderdale also encourages students to become well-rounded scholars by participating in service learning and extracurricular activities. Our school offers a variety of varsity and junior varsity sports, clubs, and activities. These include:

5000 Role Models (Formerly Boys to Men)	Volleyball
Ladies of Elegance Mentoring Group	Basketball
First Priority	Soccer
National Honor Society	Track & Field
Spanish National Honor Society	Competitive Cheerleading
Majorette Dance	Science Club
RISE (Real Inspiration for Student Empowerment) Club	Step Team

## **Attachments**

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

– No Attachments –

# EDUCATIONAL PERFORMANCE

## 1. FEDERAL AND STATE ACCOUNTABILITY

### Section Evaluation

Meets the Standard Rachel Askew, 11/22/19

Final Rating

Meets the Standard

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

- How has the school met the standards required for federal and state accountability?
- If the charter school has not met these standards, what measures will be implemented for improvement?

Somerset Preparatory Academy Charter High School at North Lauderdale (5006) has not been identified for School Improvement as it earned a "C" in the 2018-2019 school year.

Over the years, Somerset Preparatory Academy Charter High School at North Lauderdale has worked diligently to ensure that the students are performing and improving in the state standardized assessments by implementing a multitude of systems to continuously increase learning gains and the level of achievement for the students. Somerset Preparatory Academy Charter High School at North Lauderdale follows the Florida Standards for ELA & Math as well as the Next Generation Sunshine State Standards for Science & Social Studies. In alignment with Broward County Schools, our Reading curriculum includes Houghton Mifflin Harcourt Collections for ELA & Writing as the curriculum for grades 9-12. For the ELA interventions, we use the REWARDS program, I-Ready teacher resource Toolkit as well as Achieve3000. For the Math curriculum, we use the Houghton Mifflin Harcourt Algebra I and Inside Algebra series for Algebra courses. In addition, the I-Ready toolkit is also available for the teachers for the Math interventions. Following the Broward County directive, we have decided this school year to incorporate the Social Studies & Science standards into the Reading block as often as possible. Throughout the charter term, the school has implemented PMRN/FAIR for Running Record across 9-12 grade levels to have consistency in the school when calculating Reading levels. These levels helped teachers to begin meeting the needs of individual students via progress monitoring as indicated in our K-12 Reading Plan. With the adoption of this assessment, teachers have attended in-house professional developments on how to use this data to group their students with the purpose of instructing them on their reading level and a goal of closing the achievement gap. Additionally, for the past 2 years, we have used USA Test Prep which covered Reading, Math, as well as Social Studies and Science EOC courses. For our ELL population, the text to speech features are enabled on USA Test Prep as well as heritage language assistance to ensure the needs of the mentioned students are met. This program was great for data and correlation to the state standardized exams. This program was only available for grades being tested by the state.

For Reading support in the past 5 years, we have used FAIR as our main tool for progress monitoring, in alignment with the district Comprehensive Reading Plan, as well as USA Test Prep, Achieve 3000, and Read Theory for additional support.

Although all of these programs were successful in many cases, Somerset Preparatory Academy Charter High School at North Lauderdale decided to focus on one, technological aid to meet the needs of our learners and provide us with consistent progress monitoring data (in addition to FAIR) that was specific and individualized to each student – Achieve3000. This program 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, 9-12. 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 additional resources that are aligned to the Collections and History textbooks. 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. These will then give them the additional resources necessary to re-teach certain skills that the students are not performing well on. We plan to continue using this in the years ahead to create consistency among the grade levels and to track student progress. The needs of our ELL students and SWD are also met through interventions and supplemental material. ELL students are provided with and use subject specific glossaries and pull-out services to provide supplemental assistance in their heritage language. SWD receive similar pull-outs to provide students with supplemental small-group instruction to help them succeed academically. Accommodations are also provided to these students inside of the classroom to meet their individual needs in accordance with their Individualized Education Plan.

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

School Data Analysis – 2014-2019

<b>Category</b>	<b><u>2014-2015</u></b>	<b><u>2015-2016</u></b>	<b><u>2016-2017</u></b>	<b><u>2017-2018</u></b>	<b><u>2018-2019</u></b>
<b>School Grade</b>	C	C	C	C	C
<b>Reading Achievement (Level 3 or above)</b>	31%%	40%	31%	31%	33%
<b>Reading Learning Gains</b>	N/A	49%	31%	48%	31%

**Reading Learning**

<b>Gains- Lowest 25%</b>	N/A	53%	31%	45%	22%
<b>Math Achievement (Level 3 or above)</b>	34%	33%	46%	52%	45%
<b>Math Learning Gains</b>	N/A	50%	36%	31%	49%
<b>Math Learning Gains- Lowest 25%</b>	N/A	59%	36%	38%	48%
<b>Biology Achievement</b>	57%	70%	41%	48%	50%
<b>U.S History Achievement</b>			62%	62%	67%
<b>Graduation Rate</b>	78%	96%	97%	98%	98%

AMO targets were discontinued, the last year this was in place was the 2013-2014 school year. Effective 2014-2015 school year with the start of the FSA, the state did not provide learning gains to assess the guidelines that were in place with AMO. Although there was no AMO target, the school has continued to work on student growth and improving the school grade. During the past 5 years, the student population has remained rather consistent, with a population of economically disadvantaged families above 90%. In the last 4 years that we have been able to receive learning gains percentages for FSA, we have seen steady learning gains in math, averaging 49%. In reading, learning gains have fluctuated from year to year, and overall, declined. Accordingly, learning gains have continued to be an area of focus as our student population needed academic support, especially in the area of reading.

In 2015-2016, Somerset Preparatory Academy Charter High School at North Lauderdale implemented a push-in /pull-out initiative with interventionists for additional support. The focus remained on literacy as student performance data indicated that literacy was a weakness amongst our students. We have continued this strategy with more support being provided across the grades, and in other subject areas as well. After analyzing 2018-2019 data, it is evident that an area of improvement consists of our SWD and ELL population which have both increased in numbers over the past 5 years.

Throughout the charter term, we have held professional developments with the staff, in-house, regarding ESE and ESOL strategies; these have typically been held during pre-planning week with a refresher PD in the second semester. This year and going forward, we have been asking the staff to also attend PDs provided by Broward County. We have a new ESE/ELL specialist who began with us the summer of 2019 whom has provided much support for our faculty. One of the main goals at Somerset Preparatory Academy Charter School at North Lauderdale is to ensure that our ESE and ELL students' needs are met with fidelity so that they may be successful in all areas of their life. For our ESE students, we work diligently to create an environment of trust and self-worth. Teachers spend time building effective relationships with these students to build on their areas of strength and make them comfortable learning and growing. They take the time to break down instructions to students in manageable tasks, use multi-sensory strategies, use voice and music, limit distractions, and provide students multiple opportunities to be successful. A key component that is implemented at Somerset Preparatory Academy Charter School at North Lauderdale for ELL students' success, is validating their language and culture. We find ways to show our ELL students how much we value them and their families. To help our ELL students succeed, we require our teachers to use visual aids during instruction, allow students to work more with their peers and in groups, incorporate culturally rich vocabulary, allow scaffolding in their native language. In order to meet the needs of students identified as the lowest 25%, we provide after-school tutoring and homework help for those students that focus on the student's specific need regarding the targeted reading skill for that week in accordance with the Instructional Focus calendars. Many of these students receive additional support through RTI. Our teachers fold in specially designed intervention for these students through small-group instruction to help meet the needs of the students in our lowest 25%. Additionally, in alignment with Marjory Stoneman Douglas Public Safety Act, we have also implemented Sanford Harmony as our Social Emotional Learning Curriculum to help with some of the social and emotional barriers that are preventing our students from succeeding due to their economic and household situations, while also encouraging positive interactions and relationship building. We have integrated home language support for all the students in the classrooms for the major languages in our school which are Spanish and Haitian Creole. We will continue providing this support going forward into the new contract term.

Another school improvement initiative that we have refined over the last 2 years is the Multi-Tiered System of Support. For the past 5 years, we have made a big shift not only in the collection of the data, but the importance of data analysis and how it is used to drive the instruction in the classroom to meet the needs of all students. This initiative began with teachers and administration meeting monthly to discuss the data collected by each grade level team via our progress monitoring assessments, which we call SDAs (Stop, Drop, and Assess). Teachers were required to assess the students on a bi-weekly schedule and analyze the strengths and weaknesses of each assessment. Additionally, as a team, they came up with the next steps to re-teach or improve the areas of growth. The final step was to determine which students were proficient, on the bubble or in need of intervention. Although we have monitored this data in the past 5 years on paper through the teachers, for the last 2 years, we have begun to track this data using BASIS, which has allowed us to document our services and data and serve as a one-stop-shop for our MTSS/Rtl tracking. For 2019-2020 school year, we have an Rtl Designee whom now conducts meetings with administration, the teachers and presents this information so that, as a CPS team, we can determine which students continue to land in the intervention range. At that point, the CPS team makes the decision regarding which students need to be placed on Rtl, if any students can be removed from Rtl, or if any need to change tiers. This year, the implementation of I-Ready has been extremely beneficial in helping track student progress and determining who needs extra interventions. It is also assisting in bridging the students' academic gaps. We have established a dedicated MTSS team and developed a more streamlined MTSS/Rtl program this year. We have

been using FAIR as an intervention screener to determine which students need intervention and what the specific academic area of need is. They are currently using REWARDS for intervention, in addition to iReady and Achieve 3000. For our Gifted students, we have created grade-level sections to ensure that instruction is designed to provide enrichment. We have assigned an instructor who holds a Gifted Endorsement to spearhead the gifted program at our school. Additionally, we have established a Collegiate Academy wherein academically eligible students who consistently perform above mastery on standardized assessments are placed on an advanced academic track. The advanced track provide the students the opportunity of earning college credits, and possibly their associates degree, as long as dual enrollment requirements are met. We are looking into Professional Development Opportunities for our teachers revolving around Gifted education. For the past 5 years, we have implemented after school tutoring and/or academic bootcamps in the spring as supplemental support to improve student mastery. These bootcamps and tutoring opportunities targets our struggling learners and any retakers. The tutoring services provide instruction twice per week in each area, Reading and Math.

**C. 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).**

- **Include data and a data analysis for each of the subgroups your school serves.**
- **Discuss programs implemented to address subgroup deficiencies and gap skills.**

**Reading Performance by Subgroup:**

**5006 - Surrounding Schools FSA English Language Arts**

**Proficiency Comparison by Demographics (Level 3 or above)**

School Number	School Name	White	Hispanic	Black	Two or More Races	Asian	Pacific Islander	American Indian	Not Req
5006	Somerset Preparatory Academy Charter High School at North Lauderdale	**.*	24.4%	37.0%	**.*	**.*			.
2751	JP Taravella High	57.1%	46.0%	37.3%	63.2%	54.1%	**.*	**.*	**.*

1151	Coral Springs High	64.9%	44.5%	36.0%	51.7%	68.6%	**.	**.	29.4
1740	Boyd H. Anderson High	**.	18.5%	21.6%	**.	**.	**.	**.	0.0
1681	Coconut Creek High	38.5%	29.4%	28.8%	37.5%	**.	**.	**.	**.
1901	Piper High	48.3%	43.1%	32.5%	72.0%	47.4%	**.	**.	**.

**English Language Arts Assessment Proficiency by SubGroup**

Year	2014-15	2015-16	2016-17	2017-18	2018-19
Total Students	30.5%	39.5%	30.6%	31.3%	33.3%
Economically Disadvantaged	27.4%	37.8%	28.8%	31.3%	33.6%
English Language Learners	0.0%	18.2%	5.9%	10.0%	9.1%
Students with Disabilities	21.4%	15.4%	0.0%	0.0%	0.0%

		2017-18									
ELA % Proficiency & Learning Gains											
School Comparison by Subgroup		White		Black		Hispanic		SWD		ELL	
School#	School Name	Prof.	LG	Prof.	LG	Prof.	LG	Prof.	LG	Prof.	L

5006	Somerset Preparatory Academy Charter High School at North Lauderdale	**	**	33	47	33	49	0	17	29	5
1151	Coral Springs High School	59	52	38	42	51	40	19	31	26	3
1681	Coconut Creek High School	41	28	30	36	42	42	14	28	11	3
1741	Boyd H. Anderson High School	**	**	20	35	31	34	18	35	11	3
1901	Piper High School	53	50	31	44	47	46	15	31	10	3
2751	J.P. Taravella High School	63	51	42	47	52	46	24	36	24	3

Prof.=Proficiency  
LG=Learning Gains

**2018-19**

School#	School Name	White		Black		Hispanic		SWD		ELL	
		Prof.	LG	Prof.	LG	Prof.	LG	Prof.	LG	Prof.	L
5006	Somerset Preparatory Academy Charter High School at North Lauderdale	**	**	35	31	26	27	**	**	21	2
1151	Coral Springs High School	65	55	37	41	48	46	21	29	29	3

1681	Coconut Creek High School	37	38	32	40	31	35	19	35	13	3
1741	Boyd H. Anderson High School	**	**	23	38	24	41	17	36	13	4
1901	Piper High School	49	47	33	50	46	55	23	40	14	4
2751	J.P. Taravella High School	57	46	38	43	48	42	18	33	31	4

Prof.=Proficiency  
LG=Learning Gains

\*\*no data

As noted in the tables above, Somerset Preparatory Academy Charter High School at North Lauderdale has outperformed the neighboring schools, with the exception of JP Taravella which outperformed Somerset Preparatory Academy Charter High School at North Lauderdale by .3%, in the most recent state standardized assessment in reading for the student demographic group that identifies as Black/African American. The Hispanic population has performed below the neighboring school with the exception of Boyd Anderson.

During the last 3 years of the current charter term, the student performance by subgroup has increased steadily with little fluctuation amongst our economically disadvantaged students, and English Language learners. The students with disabilities subgroup suffered a decline during the 2016-2017 school year and has performed with 0% proficiency since then.

According to the 2017-2018 data, the first year ESSA data became available, Somerset Preparatory Academy North Lauderdale was identified as an ESSA Category TS&I (Targeted Support and Improvement) School for students with disabilities and Hispanic students as per the Division of Accountability, Research and Measurement report. For 2018-2019, Somerset Preparatory Academy Charter High School at North Lauderdale was identified an ESSA Category TS&I as well but with regard to the ELL population. In analyzing the data for the mentioned subgroups, SWD students performed dropped in ELA proficiency during the 2018-2019 school year, however they increased in Mathematics proficiency, mathematics learning gains, science and social studies achievement. These accomplishments helped the subgroup exceed the 41% required in the index. No SWDs were reported in the ESSA report by subgroup for MSID 5006. When analyzing the data for the ELL students, however, a drop in ELA proficiency and ELA learning gains, as well as Mathematics achievement, put the subgroup at a deficit too large to

overcome by then increase in Mathematics learning gains, science achievement and social studies achievement. The subgroup did not achieve sufficient points to surpass the 41% threshold.

To address the identified deficiencies, we have trained our staff on ESE and ESOL strategies and require the staff to also attend PDs provided by Broward County. The new ESE/ELL specialist has provided much support for our faculty and revamped the intervention system within her department. Services are provided to directly supplement the core instruction taking place in the classroom using the respective grade level instructional focus calendars and lesson plans. We have integrated home language support for all the students in the classrooms for the major languages in our school which are Spanish and Haitian Creole. We will continue providing this support going forward into the new contract term.

We have established a dedicated MTSS team and developed a more streamlined MTSS/RtI program this year that is working diligently to address the deficiencies noted in the subgroups. Teachers and administration meet monthly to discuss the data collected by each grade level team via our progress monitoring assessments, which we call SDAs (Stop, Drop, and Assess). Teachers continue to assess the students on a bi-weekly schedule and analyze the strengths and weaknesses of each assessment and come up with the next steps to re-teach the mentioned student groups. All of this is tracked using BASIS, which has allowed us to document our services and data, by teachers, administrators and interventionists. This year, the implementation of I-Ready has been extremely beneficial in helping track student progress and determining who needs extra interventions. It is also assisting in bridging the students' academic gaps as many of the deficiencies experienced by our high school students stem from elementary and middle grades. Somerset Preparatory Academy Charter High School at North Lauderdale is also using REWARDS for intervention and Achieve 3000 to increase our students' reading abilities and move them into proficiency. We have also implemented after school tutoring, academic bootcamps, homework help, and support groups for supplemental support to improve student achievement. These bootcamps and tutoring opportunities target our struggling learners which include the underperforming students in each subgroup. The tutoring services provide instruction twice per week in each area, Reading and Math. Student scheduling and reading/mathematics curriculum adjustments were made as well to help address the deficiencies. Said changes have proven to be a successful model and will continue to be implemented and adjusted, as necessary, to continue to meet the needs of our economically disadvantaged population.

**Math Performance by Subgroup:**

**(5006)- Surrounding Schools FSA Mathematics and EOC**

**Proficiency Comparison by Demographics (Level 3 or above)**

School Number	School Name	White	Hispanic	Black	Two or More Races	Asian	Pacific Islander	American Indian	Not Rep
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5006	<b>Somerset Preparatory Academy Charter High School at North Lauderdale</b>	**.*	42.1%	40.8%	**.*	**.*	.	.	**.*
2751	JP Taravella High	56.6%	40.7%	32.7%	50.0%	58.1%	**.*	**.*	30.0
1151	Coral Springs High	57.0%	45.4%	35.3%	31.8%	58.1%	**.*	.	60.0
1740	Boyd H. Anderson High	**.*	22.5%	20.6%	**.*	**.*	**.*	.	67.0
1681	Coconut Creek High	36.0%	27.4%	29.4%	20.0%	**.*	**.*	**.*	**.*
1901	Piper High	47.4%	31.3%	24.7%	27.3%	37.5%	**.*	**.*	12.0

**Mathematics Assessment Proficiency by Subgroup**

Year	2014-15	2015-16	2016-17	2017-18	2018-19
Total Students	28.2%	39.0%	35.3%	28.0%	40.3%
Economically Disadvantaged	27.8%	38.5%	33.7%	28.3%	40.0%
English Language Learners	11.1%	33.3%	35.0%	26.7%	18.2%

Students with Disabilities	16.7%	25.0%	5.9%	0.0%	0.0%
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**2017-18**

**Math % Proficiency & Learning Gains**  
**School Comparison by Subgroup**

School#	School Name	White		Black		Hispanic		SWD		ELL	
		Prof.	LG	Prof.	LG	Prof.	LG	Prof.	LG	Prof.	L
5006	Somerset Preparatory Academy Charter High School at North Lauderdale	**	**	22	32	40	26	**	**	42	4
1151	Coral Springs High School	54	34	39	38	52	43	24	55	40	4
1681	Coconut Creek High School	61	63	39	41	43	33	29	43	50	4
1741	Boyd H. Anderson High School	**	**	16	21	34	28	20	28	13	1
1901	Piper High School	39	42	24	33	40	43	19	43	15	2
2751	J.P. Taravella High School	49	37	24	32	39	39	15	25	28	3

Prof.=Proficiency  
LG=Learning Gains

**2018-19**

School#	School Name	White		Black		Hispanic		SWD		ELL	
		Prof.	LG	Prof.	LG	Prof.	LG	Prof.	LG	Prof.	L

5006	Somerset Preparatory Academy Charter High School at North Lauderdale	**	**	38	53	42	45	**	**	41	4
1151	Coral Springs High School	58	46	37	41	50	48	29	41	46	3
1681	Coconut Creek High School	40	22	31	40	32	40	20	30	22	4
1741	Boyd H. Anderson High School	**	**	21	23	24	30	15	15	20	2
1901	Piper High School	49	46	26	33	34	42	21	29	17	3
2751	J.P. Taravella High School	56	45	35	35	42	47	24	35	37	5

As noted in the tables above, Somerset Preparatory Academy Charter High School at North Lauderdale has outperformed, or performed within 4% in Mathematics proficiency by subgroup in relation to the comparable surrounding schools.

During the current charter term, student proficiency within the economically disadvantaged subgroup in mathematics increased considerably the most recent school year, 2018-2019. The declines noted in the previous years were compensated for and superseded.

In contrast, the proficiency percentages amongst our Students with Disabilities and ELL population has steadily declined over the last 3-4 years. It is important to note that our ELL and SWD population has increased significantly and this drop can be attributed to the influx of new students within these subgroups. As the students are provided with the services at Somerset Preparatory Academy Charter High School at North Lauderdale, we predict an increase for the current school year in their performance.

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

- If the school is not using state assessments such as FSA or EOC, what assessments are administered?
- How often is student progress monitored?

<u>Category</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
School Grade	C	C	C	C	C
Reading Achievement (Level 3 or above)	31%%	40%	31%	31%	33%
Math Achievement (Level 3 or above)	34%	33%	46%	52%	45%
Biology Achievement	57%	70%	41%	48%	50%
U.S History Achievement	NA	NA	62%	62%	67%

**BASED ON AVAILABLE ESSA DATA AS PER FLDOE**

**ELA % Proficiency School Comparison by Subgroup (Only 2 year data is available)**

	White	Black	Hispanic	SWI
<b>School# School Name</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2017-2018</b>	<b>2018-2019</b>
5006 Somerset Preparatory Academy Charter High	**	**	33	35
			33	26
				0



5006	Charter High School at North Lauderdale	**	**	22	38	40	42	**
1151	Coral Springs High School	54	58	39	37	52	50	24
1681	Coconut Creek High School	61	40	39	31	43	32	29
1741	Boyd H. Anderson High School	**	**	16	21	34	24	20
1901	Piper High School	39	49	24	26	40	34	19
2751	J.P. Taravella High School	49	56	24	35	39	42	15

Somerset Preparatory Academy Charter High School at North Lauderdale uses the state assessments to monitor student performance. We have seen steady increases in the last 4 year in Social Studies achievement, increasing from 62% to 67% on the US History EOC. FSA Reading proficiencies, as well as achievement on the Biology EOC, both suffered a decline between 2015-2016 school year and 2016-2017, however have steadily increased over the last 3 years. FSA Mathematics proficiencies have also increased rather steadily, with a few fluctuations in between, the largest change happening last school year – a 7% decline. When taking a more detailed look at student proficiency by subgroup, we see these have decreased in proficiency in ELA. The opposite is true in mathematics as these have increased with the exception of our ELLs which decreased 1 percentage point in proficiency but increased in learning gains. Although the school has increased overall in proficiency over the last 3 years, the school does need to continue to improve student mastery each year going forward into the new charter term and continue to explore student's achievement by subgroup to better address the deficiencies of each.

To do so, Somerset Preparatory Academy Charter High School at North Lauderdale has implemented several, progress monitoring tools and systems for the students. PMRN/FAIR is used for running records which provides a probability of reading success for each student as well as individual student data regarding vocabulary, syntax, word recognition, and reading comprehension. We assess the students three times per year using this method; once in September then in December/January and in May. This program assesses students in both Reading.

Going forward into the new charter term, the school will continue using this tool to progress monitor for Reading. Additional to this assessment, the administration also meets with the teachers monthly to discuss assessment data based on in-house progress monitoring through USA Test Prep on the benchmarks/standards students are currently learning for all tested areas.

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.**

- **If the students are not, what measures will the charter school implement?**

<u>Category</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
<b>Reading Learning Gains</b>	N/A	49%	31%	48%	31%
<b>Math Learning Gains</b>	N/A	50%	36%	31%	49%

**BASED ON AVAILABLE ESSA DATA AS PER FLDOE**

**ELA % Learning Gains School Comparison by Subgroup**

**(Only 2 year data is available)**

	White	Black	Hispanic	SWI
<b>School</b>				

School#	Name	2017-2018	2018-2019	2017-2018	2018-2019	2017-2018	2018-2019	2017
5006	Somerset Preparatory Academy Charter High School at North Lauderdale	**	**	47	31	49	27	17
1151	Coral Springs High School	52	55	42	41	40	46	31
1681	Coconut Creek High School	28	38	36	40	42	35	28
1741	Boyd H. Anderson High School	**	**	35	38	34	41	35
1901	Piper High School	50	47	44	50	46	55	31
2751	J.P. Taravella High School	51	46	47	43	46	42	36

**BASED ON AVAILABLE ESSA DATA AS PER FLDOE**

**Math% Learning Gains School Comparison by Subgroup**

**(Only 2 year data is available)**

White

Black

Hispanic

School#	School Name	2017-2018	2018-2019	2017-2018	2018-2019	2017-2018	2018-2019	2017
5006	Somerset Preparatory Academy Charter High School at North Lauderdale	**	**	32	53	26	45	**
1151	Coral Springs High School	34	46	38	41	43	48	55
1681	Coconut Creek High School	63	22	41	40	33	40	43
1741	Boyd H. Anderson High School	**	**	21	23	28	30	28
1901	Piper High School	42	46	33	33	43	42	43
2751	J.P. Taravella High School	37	45	32	35	25	47	25

Over the last 5 years, the school has achieved average rate of growth of 42% in Mathematics, which does not exceed the 50% mark for annual growth. With regard to Reading gains the school has fallen short every year except in 2015-2016 when we achieved 50% learning gains. Learning gains in reading over the last few years has averaged at 40% which does not meet the 50% mark for annual growth. To address the deficiency in learning gains in both areas, the school has enforced Achieve3000 use school wide, which will help address individual student reading deficiencies, and set a requirement for lessons passed per week. Teachers are required to have students complete at least 20 minutes of Achieve3000 daily in addition to the home learning

requirements. MTSS/RtI has also been streamlined to assist any students that are deficient in the area of Reading and Math to help better meet their needs.

To address the identified deficiencies and help our ESE, ELL, and Gifted students achieve learning gains, we have trained our teachers on ESE and ESOL strategies and require the teachers to also attend PDs provided by Broward County. Services are provided to directly supplement the core instruction taking place in the classroom using the respective grade level instructional focus calendars and lesson plans. The interventionists pull-out and/or push into the classrooms to provide additional support to all ESE and ELL students. All supplemental curriculum resources are used to help remediate students and build upon the skills where students are deficient. Teachers meet with their ESE and ELL students each day in small group to provide differentiated instruction and targeted guided practice to assist students with reading and math skills. We have integrated home language support for all the students in the classrooms for the major languages in our school which are Spanish and Haitian Creole. We will continue providing this support going forward into the new contract term.

**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.**

- **If the students are not, what measures will the charter school implement?**

<u>Category</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
<b>Reading Learning Gains- Lowest 25%</b>	N/A	53%	31%	45%	22%
<b>Math Learning Gains- Lowest 25%</b>	N/A	59%	36%	38%	48%

Our lowest 25% have made an average of 38% learning gains in reading, while the lowest 25% in math have made an average of 45% in the last 4 years. The students in this category have not exceeded the 50% requirement for annual growth over the last 3 years in neither subject area. The 50% target requirement was exceeded in 2015-2016 in both subject areas. After a large decline in 2016-2017, students in this category have continued to show increasing learning gains in mathematics, but performed inconsistent learning gains in reading. . We determined that for those students who did not make learning gains, not enough explicit or differentiated instruction was provided for those students. Our teachers are placing significance on providing small-group instruction with a selected focus on the skills for which students need reteaching. Teachers are also required to work with students in guided reading groups to help close the achievement gap. All students scoring below proficiency on the state assessments for reading and mathematics were place in intensive classes and have been issued progress monitoring plans. The progress monitoring data for these students’ is reviewed every 4-5 weeks by our RtI designee who then

meets with the teachers and CPS team to determine if the students need to be considered for further intervention. This has been streamlined this year and will continue as our approach in the new charter term.

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

- **If the school is not testing the appropriate percentage of students, what measures will the charter school take to ensure the appropriate numbers of students are being tested?**

Somerset Preparatory Academy Charter High School at North Lauderdale ensures that all students who are present during the testing window for all state standardized assessments are tested. For the past 5 years, we have had 98-100% of our students tested each school 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. We start by sending a letter with testing dates so that parents do not make plans to have their children miss school on those days. Additionally, we host an FSA Parent Universities to stress the importance of their children being prepared and being present for these assessments. A week before the testing days begin, we send another letter to notify the parents the days of testing for each grade level and subject area. Parent Links are also sent out to parents the evening before every assessment date to remind parents and students. During testing days, we ensure student participation by tracking the student attendance during the time frame and making sure to call the households of all students that were not present so they can attend school during the testing window for make-ups. All of these initiatives have helped us maintain the maximum level of participation for all state standardized testing.

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

**Surrounding Schools Letter Grade Comparison (5006)**

School Number	School Name	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
5006	Somerset Preparatory Academy Charter High School at North Lauderdale	C	C	C	C	C

JP Taravella High

2751	School	A	C	B	C	C
1151	Coral Springs High School	B	C	C	C	C
1740	Boyd H. Anderson High School	C	C	C	C	C
1681	Coconut Creek High School	D	C	C	C	C
1901	Piper High School	C	C	C	C	C

As indicated in the chart above, Somerset Preparatory Academy Charter High meets or exceeds the performance of nearby schools with comparable populations with the exception of Taravella High in 2014-2015 and 2016-2017, and Coral Spring High in 2014-2015. This may be attributed to the smaller population with regard to the number of students. The smaller population size allows the staff at Somerset Preparatory Academy Charter High to provide students with individualized attention to ensure academic success and that all graduation and testing requirements are met. We are proud to provide a family environment where student-staff relationships are fostered, resulting in increased collaboration and involvement from all staff, including guidance, ESE/ELL specialist, curriculum coaches and administrative team.

**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 has the school 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 has the school 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?**

Somerset Preparatory Academy Charter High School at North Lauderdale has obtained a school

grade of a "C" during the past 5 school years (2014-2019). Throughout the current charter term, the school received either a "C" rating therefore, the school has always met the standard. The school does not serve untested grades K-2.

**J. Identify if the school has developed a state-mandated School Improvement Plan (SIP). Discuss the main areas and the timeline for improvement if applicable.**

The school has earned a letter grade of a "C" and has not been required to complete a mandated School Improvement Plan. However, we develop one yearly to set goals for our students and staff. This year our goal is to increase at least 12% in reading proficiency and 4% in mathematics proficiency overall, and 5% by subgroup by June of 2020.

**K. Identify if the charter school has been identified as one of the 300 Lowest-Performing Elementary Schools in Florida.**

- **If yes, explain the measures that the charter school will take or has been taking to remedy this status.**

The school has not been identified as one of the 300 Lowest Performing Elementary Schools in Florida

**L. Describe what School Improvement Rating (SIR) the charter school has received, if applicable.**

- **If the charter school has not received an SIR of Maintaining, what measures has the charter school taken or will the charter school take to improve the rating?**

Does not apply

**M. Identify the charter school's graduation rate, if applicable.**

- **Provide in-cohort and post-cohort graduation rate data.**
- **What has been the charter school's graduation rate goal?**
- **What steps has the charter school taken to meet or exceed this goal?**
- **What measures will the charter school implement to increase its in-cohort and post-cohort graduation rate to meet its goal?**
- **How has the charter school supported students in meeting college, career, and life readiness? (Provide specific schoolwide strategies)**
- **Describe the student support measures implemented to increase student**

**attendance (SIR Schools only)**

<u>Category</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
<b>Graduation Rate</b>	78%	96%	97%	98%	98%

Somerset Preparatory Academy Charter High School at North Lauderdale strives for 100% graduation rate each year. To meet this goal, the school provides individualized attention to students, ensuring that their academic needs are met, as well as all of their graduation and testing requirements. All staff works hand in hand, including guidance, ESE/ELL Specialists, coaches, and administration to foster a family environment, promoting student/staff relationships and fostering collaboration for increased student performance. As evident in graduation rate data provided above, the plans in place have been effective, as graduation rates have increased steadily over the charter term, from 78% to 98%. It is important to note that during the 2018-2019 school year, the school reached the goal of 100% graduation rate, however graduation rates are reported by cohort.

To support college and career readiness, the guidance director, which is also the BRACE advisor, has conducted in-class presentations and the school has promoted the use of Florida Shines, a program that works with the state's 40 colleges and universities to help students succeed in school and beyond. Students are prepared for SAT and ACT by attending pull-outs with a consultant that facilitates the development of their test-taking strategies while also remediating deficient skills based on prior attempts of the same.

**N. Provide concordant/comparative score data (ACT/SAT scores) and explain how the school utilizes or will utilize concordant and comparative scores to increase graduation rates.**

Students are given every opportunity to meet graduation requirements. Workshops are held for students to sign up for SAT/ACT assessments. Until the graduation requirement is met, a student will sit for every SAT, ACT, or FSA Retake assessment that is available. Score reports are monitored to ensure students are included in test prep classes and activities which are run by an outside SAT/ACT test prep consultant that is hired by the school to provide services to the students on campus.

## **Attachments**

### **Section 1: FEDERAL AND STATE ACCOUNTABILITY**

– No Attachments –

## 2. MISSION-SPECIFIC ACCOUNTABILITY

### Section Evaluation

Meets the Standard Rhonda Stephanik, 12/3/19

Final Rating

Meets the Standard

#### A. What is the school's mission?

In accordance with the current charter contract, our mission stated that Somerset Preparatory Academy Charter School at North Lauderdale's mission is to provide our students with opportunities designed to meet individual student needs and experiences that promote growth in each area of development. In order to meet our targeted goals, raise the expectations for all stakeholders involved at our school, and increase student achievement, the mission statement was revised to the following:

It is our mission here at Somerset Preparatory North Lauderdale, to empower all students to reach their maximum potential and render them productive citizens in our global society. We will strive to show compassion to all individuals and maintain positive energy in order to provide a learning environment where success is the only option.

#### B. Identify if the charter school is achieving or making significant progress towards achieving the school/mission-specific goals as defined in the charter school's agreement.

- If the charter school is not making significant progress towards these goals, explain the plan that the charter school will implement to achieve the school/mission-specific goals.

At Somerset Preparatory Academy Charter High School at North Lauderdale (SPNL), in order to accomplish our mission, we must provide students with a safe and positive school climate on a consistent basis. All staff members share in the responsibility of maintaining well-managed classrooms, very clean facility, student health supports (mental and physical). We have established an environment where students feel comfortable showcasing their strengths, are positively connected to others, respected, and feel valued as well as meaningful. Our students can succeed without fear or intimidation. Our school environment is one that our students and parents' value. Most of our staff members know students by name, and in most cases, know their families as well. Our school is working to achieve the goals of our mission by providing our students with opportunities designed to meet individual student needs and experiences that promote growth in each area of development. As a part of incorporating social-emotional learning, we ensure that students participate in character building activities. This helps our students understand the significance of being a well-rounded individual with coping mechanisms to understand and care about core ethical values. We are student-centered and curriculum driven, but most of all, it is the charge of our professional craft to strive regularly to make a positive difference in the life of a child. At Somerset Preparatory Academy Charter High School at North Lauderdale,

we set high academic and social expectations for our students as well as provide opportunities for success, learning, and leadership for all. Differentiating instruction is at the heart of what we do in order to ensure that our students' individual needs are met on a consistent basis. We believe in delivering data-driven, standards-based, individualized, and student-centered instruction. These practices ensure fun, innovative, and meaningful learning which contributes to producing lifelong learners with a love for learning. The implementation of hands-on, project-based, and multi-media instruction helps our students engage in their learning. Through a variety of instructional delivery methods, our students learn to think critically, problem solve, understand and embrace diversity so that they can and will contribute both locally and globally to an ever-changing society. Through the funding received from the bond technology grant, the school has been able to install in every classroom an interactive Promethean board as well as a desktop computer center for 8-10 students. All teachers are encouraged to incorporate innovative methods using technology in the class. In addition, we have 10 laptop carts for our teachers and students to reserve to promote the use of technology in the classroom. We are constantly searching for new ways to motivate our students to learn. We place esteem value on parental and community involvement because they are essential and directly correlate to each child's academic success. All stakeholders share in the responsibility and accountability for student development.

## Attachments

### Section 2: MISSION-SPECIFIC ACCOUNTABILITY

– No Attachments –

## 3. EDUCATIONAL PROGRAM IMPLEMENTATION

### Section Evaluation

	Final Rating
Partially Meets the Standard Joe Luechauer, 11/12/19	Partially Meets the Standard
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 Ann-Marie Evans, 11/25/19	
Meets the Standard David Shelley, 11/25/19	
Partially Meets the Standard Celina Chavez, 11/25/19	
Partially Meets the Standard Louise Ball, 11/25/19	
Does Not Meet the Standard Matt Schroeder, 11/25/19	
Meets the Standard Marilyn Johnson, 11/26/19	

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

Meets the Standard Detra Adams, 11/26/19

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

Somerset Preparatory Academy Charter School at North Lauderdale is implementing its mission with fidelity ensuring that we accomplish our targeted goals. The school is successfully implementing state-approved, research-based curriculum and instructional strategies as defined in the school's current charter contract. The school uses the state-adopted Broward County School Board K-12 Reading Plan along with supplemental resources to further increase and remediate skills that students lack, thus ensuring student achievement. The strategies include those created to promote the use of effective instructional strategies that will especially support struggling students, English Language Learners (ELL) and Exceptional Student Education (ESE) students. To assist with building the achievement gap in Reading and Math, one initiative implemented that has caused growth in overall student achievement is Achieve 3000. Students use this program during their allotted technology time as well as in their classrooms in small-group rotations. In addition, we have designated reading and math interventionist push in and pull out students for additional help.

The school competently uses qualitative and quantitative data to inform and guide instructional planning and delivery aligned with the Florida State Standards and Next Generation State Standards. Data drives the decisions that are made regarding instruction. Teachers meet with their instructional coach to disaggregate data to help them create lesson plans that will address students' specific needs. These are addressed during small-group instruction. In addition, teachers meet with students to conduct data chats about their data from progress monitoring assessments. There are special implementations for students who perform below proficiency such as after-school tutoring. In order to help our students at grade level to continue to be proficient, we provide enrichment activities and rigorous instruction in the classroom. We incorporate the use of Ready LAFS and MAFS to assist students with grade level text exposure and practice. Our teachers are highly-qualified and are continuously attending professional development trainings to improve and perfect their craft. The school ensures academic excellence is obtained by requiring curriculum plans and instructional strategies align across grade levels. Lesson plans are created on a bi-weekly basis indicating targeted goals are met through the use of various classroom and at home learning activities. Teachers also create Professional Growth Plans that allow them to focus on specially designed goals based on their individual need. Administration uses the evaluation tool provided by the Florida Charter School Consortium to monitor teacher effectiveness.

The school provides effective and the required services for ESE and ELL students. The students are provided with equal opportunities to learn. At Somerset Preparatory Academy at North Lauderdale, we understand and appreciate that all students are individuals and have distinctive needs. The school employs the appropriate personnel such as and ESE Specialist and contracts services with individuals like Speech Pathologists (SLP) to ensure that students receive the

services required for student achievement. Our ESE and ELL specialist work closely with the students, parents, and teachers to ensure successful outcomes. The school offers consultation, collaboration, and direct instruction services based on students; individual needs and/ or goals established on their Individualized Education Plans (IEP).

In addition, the school follows the established policies and procedures for proper implementation of the Response to Intervention (RTI) process. Because of this process, we are able to identify and provide specifically designed intervention for students with academic and/or behavior deficiencies. The Collaborative Problem-Solving team works closely with our teachers and any identified specialist to analyze and monitor student progress.

**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 5 years, Somerset Preparatory Academy Charter High School at North Lauderdale, has followed the state of Florida initiatives and School Board of Broward County's Comprehensive Reading Plan. During this time, the curriculum has been consistent, utilizing the Language Arts Florida Standards (LAFS) for reading, Mathematical Florida Standards (MAFS) for math, with Science and Social Studies still following the Next Generation Sunshine State Standards (NGSSS). Somerset Preparatory Academy at North Lauderdale (SPNL), uses the state approved Reading plan for K-12 adopted by Broward County Public Schools.

Somerset Preparatory Academy Charter High School at North Lauderdale uses several evidence-based curriculum programs and materials to support the instruction of the Florida State Standards and NGSSS. Houghton Mifflin Harcourt (HMH) Collection series is used to provide ELA instruction to all students in grades 9-12. These curriculum programs are aligned to the LAFS and MAFS and has been used throughout the past 5 years of the charter contract.

In accordance with the adopted K-12 Reading plan, for students in Intensive Reading classes in grades 9-12, Somerset Preparatory Academy Charter High School at North Lauderdale use the National Geographic Edge series for instruction and REWARDS for Tier 2 or 3 phonics intervention. Also, for interventions and additional support, Somerset Preparatory Academy Charter High School at North Lauderdale has fully implemented several programs to include: Achieve3000, Read Theory, USA Test Prep, and Khan Academy. One of the most avid programs that has been put into place for our severely struggling readers is i-Ready and the use of Ready LAFS books to supplement instruction and provide Tier 2 and 3 intervention. We implement the use of FAIR as the progress monitoring tool for driving instruction, in addition to Achieve3000 and i-Ready. Our teachers use the diagnostic data to drive instruction and use the i-Ready teacher toolkit to provide differentiated instruction and the necessary interventions for reading and math. We are committed to keeping the i-Ready and Achieve3000 program a consistent support tool for both our teachers and students.

For instruction in the United States History course, teachers use Houghton Mifflin Harcourt (HMH) American History: Reconstruction to the Present text and its resources. Teachers can provide students instruction that coincides with the Florida State Standards for History to meet the requirements of the End-of-Course (EOC) assessment. To meet the graduation math requirement, high school students must take and pass the Algebra EOC. Teachers use the textbook and culminating resources from the HMH Algebra I and Inside Algebra curriculum to support instruction provided to students in preparation of meeting this graduation requirement. For the Geometry course, teachers and students utilize the curriculum from Pearson and Holt McDougal and for Biology HMH Biology Florida edition. High school students must take the Geometry EOC and Biology EOC even though they are not required to pass the assessment. It is pertinent to instruct students in these courses as their assessment score does influence their overall grade. In these specific areas, we provide our teachers and students with additional support in the classroom via a push-in interventionist.

Lesson plans are created on a bi-weekly basis indicating daily goals to be met through various classroom and at-home learning activities. The teacher's plans are submitted and reviewed by the leadership team including the Principal, Assistant Principal, ESOL/RTI Coordinator and ESE/Gifted Specialist, as well as the Instructional Coaches. They all provide feedback to teachers regarding meeting the needs of all of the diverse types of learners at our school. The additional staff in this process with the necessary expertise will ensure that more in depth and effective feedback is given to the teachers on their lesson plans. Leadership and educator professional growth plans assist the school in establishing goals and activities to drive effective instruction as each year progresses. Teachers create Professional Growth Plans that allow them to focus on goals based on individual needs. For the first 3 years of the prior contract, the school used Dr. Marzano's Art and Science of Teaching Tool to observe faculty. During this past year, the school used the Florida Consortium of Public Charter Schools evaluation model. This tool allowed our administrators the opportunity to provide teachers with immediate feedback and teachers the ability to reflect on their progress toward meeting the goals established on their PGP. Using formal and informal observations as well as monthly data meetings, administrators can gauge the level of differentiated instruction and best practices being used within the domains of effective teaching and learning in accordance with the evaluation tool. To ensure teacher effectiveness, formal and informal observations are conducted by the administration and student performance data analysis is conducted and monitored throughout the school year.

The school is committed to providing students with quality instruction and support based on their learning needs as well as their social-emotional needs. Teachers are provided guidance around high-leverage practices that should be used in every classroom to ensure that all students are provided fundamental strategies that will help them learn important content. The strategy of modeling content for the students is one that the school has made a priority. With the increased number of struggling learners in our school, it is important to us that our teachers learn the strategy of showing and not just telling to reach all types of learners who may not be able to understand content without the modeling after the explanation. As we see teachers struggle with this, we make sure to mentor them and allow them to observe their peers that excel in using this strategy. Additionally, we have also placed a great level of importance around teachers building positive relationships with students to create a level of respect and caring that results in the increased likelihood of student engagement. These strategies among many of the other highly effective practices being implemented throughout the school, are the fundamentals of teaching and can make a vast difference in the achievement gap that many of our students currently have. Although these strategies have been a priority, we still feel that our teachers have a lot of room to grow in this area and as we employ new teachers, we know that we must continue to provide

teachers with support in these strategies. We will continue our effort to improve student achievement by working with the Professional Development Standards and Support Department in Broward County, to ensure that our teachers receive training affording best practices and strategies to use in the classroom.

**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, the school implements evidence-based effective instructional techniques and best practices that support the student learning. 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. Our teachers utilize the Gradual Release Model (We do, You do) instructional strategy to aid our students in critical thinking and active learning. We encourage the teachers to work on building relationships with those students who struggle as some of the times, there may be a reason for the lack of engagement from the student. A big priority in our school has been the use of small group guided instruction. 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 FAIR assessment through Florida's Progress Monitoring & Reporting Network. Using data from this tool along with data from our in-house monitoring tool and students' previous Florida State Assessment (FSA) scores, small groups are formed. Students who are struggling meet in small groups 3-4 times per week while non-struggling students meet 2-3 times per week. Teachers are using the following tools to aid in remediating our struggling readers: LAFS Ready book, Strategies to Assess Reading Skills (STARS) and Comprehensive Assessment Reading Skills (CARS) program as well as the lessons from I-Ready teacher toolbox. To assist with meeting students' individual needs, we have an interventionist pull-out student in need of additional support in Reading comprehension and Math. Using the information from the data above as well as our biweekly monitoring assessments, we determine which students need this extra assistance. Using specially designed instruction, core instruction, supplemental intervention and intensive intervention, our teachers can meet the needs of all our students including SWD, Gifted, ELL and struggling learners. Despite our students identified academic deficiencies, we have been able to see dramatic increase in learning gains in the past 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 is the key that drives all instruction. At the beginning of the year, all students are administered the FAIR assessment via (PMRN) to determine our student's probability of Literacy

success. The results from this assessment allows teachers to see how likely it is that a student will be proficient and grade level regarding vocabulary, syntax, reading comprehension, and word recognition. In addition, students take the diagnostic on Achieve3000 to determine independent reading levels. Students are administered FAIR at least twice more during the year as progress monitoring. For Algebra, Geometry, Biology, and United States History, students are administered the Beginning of the Year Diagnostic via USA Test Prep, our in-house progress monitoring tool to help determine instructional groups. Teachers are required to submit bi-weekly data logs for all state tested subject areas. These data logs are also used to determine instructional groups and educational needs. During team meetings this data is reviewed and analyzed to determine trends and growth. It is in these meetings that we create instructional plans to help with student development. This monitoring helps teachers reflect on their instructional strategies to best meet the needs of all students. Professional development for teachers is determined based on need. We focus these workshops on effective instructional strategies that can be implemented in the classroom to help with student growth. Teacher progress is also measured using The Florida Consortium Teacher Evaluation tool, and Administration can determine effective instruction through formal and informal observations. Teachers create their own Professional Growth Plan and work throughout the year to increase performance in those areas mentioned on the plan. For the past 5 years, we feel that our biggest weakness is helping teachers effectively accommodate the English Language Learners at our school. Although we have provided several professional development sessions at the school, this school year, we are seeking support from the Florida Diagnostic and Learning Resource System as well the Florida Inclusion Network to come out and provide our teachers with effective strategies to help our ELL population.

**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.**

Somerset Preparatory Academy Charter High School at North Lauderdale monitors compliance for federal and state requirements of ESE services provided by assuring that the providers are logging the services in the Wizard program on Easy IEP. Additionally, the Charter School Support

Department from Broward County conducts a desktop review as well as a monitoring visit at the end of every school year to make sure that the ESE program at the school complies. The Governing Board Chair signs an assurance letter at the start of each year to confirm that they will also monitor the ESE compliance at the school. The exceptional student process at Somerset Preparatory Academy Charter High School at North Lauderdale begins with the evaluation process. For Gifted or ESE students, the parent must sign consent for the student to be evaluated by a psychologist provided by Broward County. All supporting documentation is then scanned and uploaded into Easy IEP for review by the psychologist prior to evaluation. After the evaluation has been completed, parents are given a notice for a meeting to review the evaluation and determine eligibility. If a child is eligible, an individualized educational plan (SWD) or educational plan (Gifted) is created and signed with input from the parent, classroom teacher, psychologist, LEA and ESE Specialist during a scheduled meeting. Immediately following this meeting, the services and accommodations on the IEP or EP are implemented in the general educational classroom, via consultations and support facilitation. The school employs an ESE Specialist who provides an/or supervises all of the services a contracted depending on the needs of the current ESE students as outlined on the IEP/EP. Currently, we provide Speech and Language, Occupational Therapy, and counseling to our Students with Disabilities. As stated above, all service providers log services provided into the Easy IEP Wizard program. The teachers provide the in-classroom accommodations according to what is listed on the IEP. For the Gifted population, the teachers are also required to provide the students with their individualized project-based learning which correlates with their goals. All accommodations for ESE students as well as differentiated instruction for the Gifted students is required on all lesson plans for teachers. To facilitate tracking, teachers are provided with a blank matrix at the start of the year. On this document, the teachers write in all of the accommodations each student receives. This is used as a reference when planning. To monitor effective implementation of the mentioned accommodations, administrators check lesson plans for inclusion/use of the accommodations and compare those with findings from classroom walkthroughs and observations. Professional development is provided at the start of every school year to help teachers with strategies for accommodating the exceptional student population. The ESE Specialist provides consultation and collaboration with teachers for academic, social, and independent functioning for all ESE and Gifted students. These students are discussed at data chats where their grades and progress are reviewed on a quarterly basis to determine if an IEP review team meeting needs to occur to increase services, supplemental aids, and accommodations. We realize that we have areas of growth to address within our services provided to our ESE Population. Some areas of concern which were brought up after our OSPR visit, as well as our plan to address these areas and seek immediate improvement, are as follows:

- The school failed to provide current data in the present level of performance section for the IEP
- The school failed to develop measurable annual goals for students with disabilities and gifted students.
- The school failed to provide parent/student input for the EP.

The school will follow policies and procedures to document parent/student input in the Present Level of Performance Section of EPs for all students to which this is applicable. Approved Reading and Math Diagnostic Assessments, DAR Reading Diagnostic Assessment and KeyMath Diagnostic Assessment, will be provided and documented in the Present Level of Performance section of IEP, as well as IReady Diagnostic Assessment, BAS, current grades and any other assessments provided by students' teachers. The ESE Specialist will attend 2-Day Facilitated IEP Training to improve her ability of running IEP meetings with parents or advocates. Following this, the ESE Specialist will also attend the Quality IEP Training This training will provide information that will support the development of quality individual educational plans (IEPs) for students with disabilities in compliance with all requirements of state and federal laws and reflects decisions

based on the active and meaningful involvement of all members of the IEP team. These two trainings will help her to learn how to develop measurable annual goals for students with disabilities and gifted students and conduct meetings effectively.

**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.**

To ensure effective programming for English Language Learners, the process begins with identifying these students. Throughout the past 5 years, Somerset Preparatory Academy Charter High School at North Lauderdale has maintained compliance for the ELL student caseload. Our process begins by making sure to give the IPT test to all students eligible based on their home language survey. These students are identified through review of the Broward County Public Schools registration application which all students new to the school must complete. Additionally, students who transfer into our school from another Broward County Public School have their levels identified through review of TERMS along with the students' cumulative record. If a student has been previously tested at another district school, we request documentation to ensure that we have the proper documents on the student's progress while in the ELL program. This helps us to determine who our ELL students are and what levels they are scoring so that the appropriate supports are put into place for them. Additionally, all proper paperwork is kept up to date in their ELL folders and the ESOL Coordinator is always making sure annual reviews as well as re-evaluations are conducted in a timely manner. With the help of the ELLevation program, the ESOL coordinator can make sure all appropriate meetings occur on or before 30 days of the students' DEUSS dates. In addition to the compliance, the most important part of this process is making sure that the students are receiving the support they need. The ESOL coordinator makes sure to provide all teachers with the list of their ESOL students as well as their classifications, along with the WIDA Can Do Descriptors, to provide teachers support in understanding what the students should be able to do based on their ELL levels. This occurs at the beginning of every year. The information for any new students to the school throughout the year are given to the teachers immediately after determining if they qualify for the ELL program. Administration provides teachers with the ESOL Strategies Matrix during pre-planning week. This Matrix helps the teachers to know what accommodations they can use for their students and gives them the correct coding for their lesson plans as well. Every year, the school has given Professional Development on strategies to help accommodate ESOL students in the classroom. Teachers are reminded to accommodate ELL students in the classroom in their daily work as well as their

testing. Teachers are to make sure their strategies are documented in their lesson plans and accommodations are documented on student work in their folders. The ESOL Coordinator provides a pull-out group during non-core instructional time to students who do not speak English and who are classified as A1 based on the IPT, or level 1 based on the Access2.0 assessment. These students work on basic English skills as well as conversational skills using supplemental ELL materials. Our Home Language Support interventionists speak the three (2) main languages that we have throughout our ELL population. They provide home language support by pushing into the classrooms and also making themselves available for test accommodations or small group testing when necessary.

Although as a school, we are providing the teachers with the tools that they need, we know that they are still struggling to accommodate these students. Based on our OSPR visit feedback, the following areas needed improvement:

- The School failed to provide updated ELL Plans
- The School failed to provide updated information on TERMS
- The school failed to follow procedures for REEVALs
- The School failed to provide evidence that ELLs receive equal access to instruction regardless of English proficiency.

To address these concerns, the school will provide updated and current ELL Plans that are amended on a regular basis, including updated Annual and Reevaluation Dates which will be updated in TERMS after ELL Meetings are convened. The school will follow policies and procedures for conducting Reevaluations within 30 days of DEUSS date and monitor ELL students' access to instruction through classroom walkthroughs, and teacher observations.

**G. Explain the school's current process for MTSS/Rtl, 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 Rtl process?
- Describe the charter school's data analysis process for all tiered interventions.

Through the implementation of MTSS/RTI, the CPS team focuses on implementation of instruction and intervention strategies to help struggling learners succeed. The team meets monthly to monitor the progress of Level 1 & 2 students, all of which have been place in intensive reading or mathematics classes accordingly. The team also reviews students' grades to ensure they are making progress in the classroom and confers with the teacher for progress updates. All students

performing below proficiency are offered tutoring. The team continues progress monitoring by reviewing students' data during and after tutoring to determine the effectiveness of that supplemental intervention. FAIR data and progress monitoring assessments are reviewed as well and used to determine mastery of benchmarks for all students in Reading, and Mathematics (in-house assessments). Based on all of the information gathered above, the leadership team will determine the professional development and resources needed to optimize instruction and intervention for the staff as well as any additional interventions needed for the students.

## Reading Interventions

### Tier II

The Response to Intervention/Multi-Tiered Support Team meets monthly to analyze and synthesize data and review the progress of Tier II identified students. During the summer of 2019, the team gathered to analyze school-wide data and schedule underperforming students in intensive reading courses or for supplemental reading intervention pull-outs, dependent on the AP3 data collected from the FSA, FAIR, and iReady results.

The Tier II, Level 1 and Level 2 students were placed in their respective intensive reading or mathematics classes. This Tier II instruction takes the place of an elective and is provided to students on a block schedule for 90 minutes every other day. Students in intensive reading (Tier II) are taught using the National Geographic EDGE series curriculum. The intensive reading teachers are highly-qualified professionals certified in the area of Reading or Reading Endorsed. Students deficient in phonics are identified by the RtI team using FAIR and iReady results and receive instruction using the National Geographic EDGE series curriculum and Rewards during the mentioned intensive reading classes. Student progress in Tier II interventions is monitored through several assessments. FAIR is conducted three times a year to monitor student progress in selected reporting categories. The in-house progress monitoring assessments, SDAs, are provided bi-weekly and are used to measure mastery of the standards taught within a two-week time period. These directly correlate to the instructional focus calendars and Broward curriculum guides. The results of these assessments, and other class data, are used to make on-going instructional decisions for Tier II interventions through intensive reading.

### Tier III

The Response to Intervention/Multi-Tiered Support Team meets monthly to analyze and synthesize data and review the progress of Tier III identified students. Students not making adequate progress toward grade-level expectations and standards, or any students not showing improvement in Tier II, are identified and referred to Tier III.

Tier III students receive 30 minutes of differentiated reading instruction three times a week. The students are pulled by an interventionist from their electives, not to include intensive classes or other Tier II/III related instructional blocks. The CPS team makes instructional decisions based on student data results. The interventionists use iReady, CARS and STARS to meet the needs of the different Tier III students. The RtI team meets monthly to review and monitor students' progress in Tier III intervention. The school will continue to utilize this process and make any necessary adaptations in order to ensure the success of our students and as research dictates to continue the use of best practices towards providing quality and effective interventions.

## 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.**

The Early Warning System facilitates the identification of students struggling with grade-level expectations, performing below proficiency on state assessments, displaying repeated patterns of non-attendance/truancy, and with behavior concerns. Using the EWS list accessible through BASIS, Somerset Preparatory Academy Charter High School at North Lauderdale monitors students according to the indicators they have exhibited. Students with patterns of non-attendance are addressed via parent conferences and correspondence with the families. Letters are sent to the parents notifying them of Broward County Schools Attendance Policies, the importance of attendance and the potential consequences these patterns may have. Students on the EWS List for academic or behavior concerns are monitored through the use of Tier 1 strategies in the classrooms. It is important to note that the majority of the students identified in the EWS are students already identified as Tier II or Tier III via our MTSS/RTI system and are receiving intervention and monitoring. Those that are not already receiving support in this manner are monitored by the Rtl Designee and their progress is discussed at the monthly CPS meetings where the team then determines if further intervention is required. Their progress is monitored and discussed in the monthly CPS meetings to determine if the student needs additional intervention.

## **Attachments**

### **Section 3: EDUCATIONAL PROGRAM IMPLEMENTATION**

– No Attachments –

# FINANCIAL PERFORMANCE

## 1. FINANCIAL MANAGEMENT

### Section Evaluation

Meets the Standard Lourdes Panizo, 11/19/19

Meets the Standard Reynaldo Tunnermann, 11/20/19

Final Rating

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:

- Revenues, accounts receivable, and cash receipts
- Expenditures, accounts payable, and cash disbursements
- Budgeting and financial reporting
- Risk management
- School inventory & capital assets
- Student records

- 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 Finding 6/30/2019**

For the 6/30/19 fiscal year, Somerset Preparatory Academy Charter High School at North Lauderdale 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 on a semi-annual basis. Additionally, the school uploads an inventory report onto Charter.Tools on a semi-annual basis. The school monitors the Bond Technology inventory report for items received through the bond technology funding on a semi-annual basis, and uploads the report to Charter.Tools.

## Attachments

### Section 1: FINANCIAL MANAGEMENT

– No Attachments –

## 2. FINANCIAL VIABILITY

### Section Evaluation

Meets the Standard Cecilia Zereceda, 11/19/19

Final Rating

Meets the Standard

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

Somerset Preparatory Academy Charter High School at North Lauderdale 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 \$1,391,295 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 Preparatory Academy Charter High School at North Lauderdale has established sound financial procedures to safeguard their finances as detailed above. As such, Somerset Preparatory Academy Charter High School at North Lauderdale'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 Preparatory Academy Charter High School at North Lauderdale 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 Preparatory Academy Charter High School at North Lauderdale'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 Preparatory Academy Charter High School at North Lauderdale has a combined surplus of over \$1,186,043 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 Preparatory Academy Charter High School at North Lauderdale has, based on current enrollment trends, utilized the Revenue Estimate Worksheet for 2020-2021 (refer to the tab in the Five Year Projected Budget Attachment) to forecast and create a Projected Five (5) Year Budget for 2021-2025. 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

**Partially Meets the Standard**

Meets the Standard Marion Williams, 11/27/19

Meets the Standard Jill Young, 11/27/19

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

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

Somerset Preparatory Academy Charter High School at North Lauderdale has consistently met enrollment projections. This has been possible with advertisement and marketing such as mailers, and brochures sent to neighboring daycares and preschools and homes nearby.

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

Somerset Preparatory Academy Charter High School at North Lauderdale is located in the center of the city of North Lauderdale. According to the 2010 Census, North Lauderdale is composed of 33.1% White/Caucasian (including White Hispanic), 16.1% Non-Hispanic White/Caucasian, 53.4% Black or African American, 25.8% Hispanic/Latino, 2.9% Asian, .3% Native American, and 0.1% Pacific Islander. The chart below shows a comparison of current demographic information as provided by the Public-School Review database.

School Number	School Name	White	Black	Hispanic	Asian	2 or more races	Free Lunch	Reduced Lunch	FRL Total
5006	Somerset Preparatory Academy Charter High School at North Lauderdale	3%	62%	30%	2%	3%	80%	11%	91%

2751	JP Taravella High School	28%	35%	31%	3%	3%	47%	8%	55%
1151	Coral Springs High School	22%	41%	26%	5%	3%	53%	9%	62%
1740	Boyd H. Anderson High School *		90%	8%	*	2%	80%	4%	84%
771681	Coconut Creek High School	7%	74%	15%	2%	2%	71%	6%	77%
1901	Piper High School	12%	66%	17%	2%	3%	60%	9%	69%

As indicated in the chart, Somerset Preparatory Academy Charter High School at North Lauderdale does not compare to the neighboring schools in demographic composition. Somerset Preparatory Academy Charter High School at North Lauderdale has a much larger population of FRL students than the rest, the closest in comparison being Boyd Anderson, the most similar of the neighboring schools. When compared to the City of North Lauderdale, it is evident that the school serves a large portion of the minority population, as our Hispanic and African American population percentage is much higher than that of the city's.

This can be attributed to the fact that the campus has two schools: MSID 5003 (Serving Grades K-8) and MSID 5006 (Serving Grades 9-12). This configuration attracts large families and students ranging from ages 5-18. Preference for our school can largely be accredited to word of mouth between families in the same neighborhood. When compared to neighboring schools, our campus out performs in academics, while offering a more individualized approach to students' education.

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

Any eligible student, as described in Fla.Stat.§1002.33(10), who submits a timely application and whose parents accept the conditions of the Parental Involvement Contract shall be considered, unless the number of applications exceeds the capacity of the program, class, grade level, or

building. In such case, all applicants shall have an equal chance of being admitted through a random selection 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. An open admissions policy will be implemented wherein the School will be open to any student residing in the County. If the number of applicants exceeds capacity all applicants shall have an equal chance of being admitted through a random selection process, lottery, as outlined in Somerset Academy Inc. Board Policies which is in conformity with Florida's charter school legislation. If the number of applicants is less than or equal to the number of available slots each qualified applicant will be accepted and enrolled. If the number of applicants meeting the established criteria of the charter exceeds the stated capacity of the school, or individual classroom or program, each child will be placed in a random lottery (the "Lottery"). Each application will be given a number, and all numbers for each classroom/program will be placed in a database. Numbers will be drawn on a random basis and all slots available per grade will be filled based on the rank order of their drawing. The remaining numbers will be used to create the waiting list (the list will be developed based on the rank order in which the remaining assigned lottery numbers are randomly drawn). The remaining numbers will be used to create the waiting list (the list will be developed based on the rank order in which the remaining assigned lottery numbers are randomly drawn).

Florida's charter school legislation, Fla. Stat. §1002.33(10)(d), provides that the School may give enrollment preference to certain student populations. Said student populations include:

1. Students who are siblings of a student enrolled in the charter school.
2. Students who are the children of a member of the governing board of the charter school.
3. Students who are the children of an employee of the charter school.
4. Students who are the children of an active-duty member of any branch of the United States Armed Forces.

Additionally, in order to minimize any traffic impact caused by the school and ensure that the school is available to serve the residents of the neighborhood where the school is located, the Governing Board of the charter school may elect to limit the enrollment process to target students residing within a reasonable distance of the school as provided under Fla. Stat. §1002.33 (10)(e).

The School will not discriminate on the basis of race, religion, or national or ethnic origin, or exceptionality in the admission of students. Staff at the School will accommodate the needs of students enrolled at the school to ensure a positive learning experience.

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

Somerset Preparatory Academy Charter Hgih School at North Lauderdale maintains a safe and secure learning environment for all students and staff, incorporating and abiding by all applicable and district approved emergency/safety regulations. For any minor incidents that occurred at the school, the appropriate corrective actions were taken to ensure the safety and security of the

school and its students. The school adheres to the requirements set forth by the Office of Safe Schools including reporting requirements such as School Environmental Safety Incident Reporting (SESIR) and Florida Safe Schools Assessment Tool (FSSAT). The Board secures all required permitting and insurance coverage for the facility to operate a safe and orderly school.

All procedures of Broward County Public Schools (BCPS) are followed, utilizing the BCPS Code of Student Conduct and Administrative Discipline Matrix as a guide. The school has also implemented an Active Assailant Safety Plan and trained all staff. These trainings include simulations, distribution and thorough analysis of emergency procedures/handbooks, and debriefings after drills. In accordance with the Jessica Lunsford Act (1012.465.F.S.) and SB 7026, Marjory Stoneman Douglas Safety Act, the campus has a full time SRO from the Broward Sheriff's Office. The officer is present during operating hours which includes dates in which drills and evacuation procedures are held/reviewed.

Administration completes the Readiness Emergency Management Facility Security Checklist annually to monitor campus security and make any adjustments as needed. This includes outer perimeter security, building exterior security, building interior security, identification, evacuation, and holding access. With this in mind, the school has a single, designated, point of entry/exit during the instructional day where all visitors provide a valid, government-issued, photo identification. The identification is screened using a Level 1 background screener, Concierge. To further ensure security, the campus has 5 full-time staffed security monitors. These individuals are present at all school-sponsored events and have attended professional developments to stay abreast on safety policies and procedures. The school also has security cameras throughout the campus, including all classrooms, hallways, stairwells, gymnasium, cafeteria, meeting rooms, courtyard, field and building exterior. Further, all staff, including non-instructional personnel, at Somerset Preparatory Academy Charter High School at North Lauderdale has taken part in the Youth Mental Health First Aid training or Kognito Mental Health. The administrative team has also participated in Behavior Threat Assessment trainings through Broward County.

With all of these processes and procedures in place, the administrative team secured a safe and secure learning environment for all students and staff.

## 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 Preparatory Academy Charter High School at North Lauderdale 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: cafeteria, restrooms, gymnasium, sports fields, 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. For the years 2014-2019, the onsite evaluation reports by the district acknowledge that the school facilities are up to code and that the facilities are conducive to a good learning environment in compliance with applicable facilities laws.

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

Somerset Preparatory Academy Charter High School at North Lauderdale complies with applicable health regulations as evidenced by the Fire and Health Inspection Reports – on file with the office of Charter School Management and Support. The school stays current on all health inspections. Fire drills and Active Shooter drills are conducted and logged on a monthly basis in compliance with the law. Copies of these drills are also provided on a monthly basis to the Broward County Public School charter school office via Charter.Tools uploads. Evacuation plans are available and are planned to ensure the safe evacuation of all persons from all areas of the school. These are reviewed with all staff at the start of the school year. For the years 2014-2019, evidence of compliance with applicable health and safety laws are seen in Fire and Health Inspections and Food Service Inspection – on file with the office of Charter School Management and Support. In addition, the district has noted compliance during the annual on-site monitoring visit where it is acknowledged that the school has records of all facility inspections for building, fire, and safety on file.

## **Attachments**

### **Section 2: FACILITIES**

– No Attachments –

## **3. GOVERNANCE, STAFF AND PARENTS**

### **Section Evaluation**

	<b>Final Rating</b>
Meets the Standard Khandia Pinkney, 11/6/19	<b>Meets the Standard</b>
Meets the Standard Maria Yen, 11/14/19	
Meets the Standard Aneatra King, 11/22/19	

Meets the Standard Debbie-Ann Scott, 11/26/19

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.**

- **How does the governing board maintain compliance with training and fingerprinting requirements?**

Somerset Preparatory Academy Charter High School at North Lauderdale 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 management of the school and provides continued 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 educational 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.

Somerset Academy's Governing Board develops policies and procedures that promote the effective operation of the school. This includes clearly defined lines of authority, relationships and accountability which support the vision, purpose, beliefs and goals of the school as defined in the school's contract 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 Board is provided with orientation and training when they are appointed their position and annually, as needed. The training follows the Florida State Department of Education and is procured by an approved state vendor.

The Governing Board for Somerset Preparatory Academy Charter High School at North Lauderdale oversees business operations and sets policies for all the charter schools that fall under its domain. At each meeting, the budget-expenditures and income are reviewed and adjusted as needed to ensure that a balanced budget with a reserve is achieved at the end of each academic school year. The Board establishes and monitors work policies and procedures to ensure effective operation of each school, and promotes data analysis. The conclusions learned from data obtained Board are analyzed, and through team collaboration with school administrators, plans are developed to drive continuous student growth. The principal reports to the Governing at each quarterly scheduled public meeting and at special public meetings called throughout the year. Each school has its own operations manual and handbooks for the teachers,

students, and parents that set 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.

Somerset principals 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 education service and support provider (Academica). Together, Somerset Preparatory Academy Charter High School at North Lauderdale stakeholders focus on school programs, plans and policies to remove any obstacles that may affect student and teacher safety and performance.

**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 Governing Board meets regularly, as required by state law and its charter. The Board adopts a meeting schedule of its annual, quarterly and special meetings in compliance with provisions of state law, its charter contract and corporate bylaws. All meeting dates are posted with ample time on [www.somersetacademyschools.com](http://www.somersetacademyschools.com), our school's website, [www.somersetprep.com](http://www.somersetprep.com), and in our front office for parents and the public to access. The board complies with the state Sunshine Laws and laws governing public records. All Somerset Academy, Inc. Board meetings are open to the public and provide an opportunity for public comment. Meeting agendas are made available for all meetings. Members of the public who wish to speak at a board meeting are recommended to contact Academica to make such arrangements at least 12 hours prior to the meeting's start time. All members of the public that wish to address the Board have a maximum amount of time (3 minutes) to speak at the discretion of the Board Chair. Meeting minutes, budgets, and audited financial reports are posted on the school's website. 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. For the years, 2014-2019, evidence of compliance with applicable governance laws is seen in monitoring visits, 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 bylaws regarding how they function as a governing body.

As per public record law, parents may request to inspect and copy their child's record in writing, in person or over the phone. The school responds to requests in a timely manner and produces the records in accordance with applicable law. Parents who are unable to attend board meetings may find the parent liaison's contact information on our website. This person works to bridge the communication between school and home by helping parents get the information, help and support they need to ensure their child's academic and social success in school. Somerset Preparatory Academy Charter High School at North Lauderdale maintains an updated website, [www.somersetprep.com](http://www.somersetprep.com) in order to enrich parental engagement and comply with s. 1002.33 (9)(p), F.S.

**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.**

Somerset Preparatory Academy Charter High School at North Lauderdale meets state and federal staffing qualification requirements. All teachers are required to hold a Bachelor's degree or higher in their field and a valid teaching certificate. District created reports confirm that there is a record kept of teaching certificates for all teachers, original college transcripts and any out-of-state certificates. Each teacher and principal is highly qualified. Each member of the staff adheres to the school's policies and procedures as stated in the employee handbook.

It is the Governing Board's role to determine the effectiveness of its administrators. Prior to the implementation of Race to the Top, the Governing Board evaluated each principal utilizing the same criteria on a standardized evaluation form which reviewed its own strategic plan, vision and purpose. After electing to be a part of the District's Race to the Top plan, the Board adopted the district's evaluation tool, Broward Assessment for School Administrators (BASA), in accordance with state approved standards. Beginning the 2017-2018 school year, the board approved the Somerset Assessment for School Administrators (SASA), an administrative evaluation tool developed by school-based administrators. The current system is in accordance with F.S. 1012.34. Each principal is evaluated at least once a year. The governing board has been trained for the use of this system in accordance with state approved standards.

It is then the role of the principal to determine the effectiveness of teacher performance, for which the Somerset Academy Broward Developmental Evaluation System (SADES) teacher evaluation tool is currently used, and student achievement and report his/her findings to the governing board. The Florida School Grades reports is a useful tool in evaluating the school's overall effectiveness. Prior to the approved implementation of SADES, Somerset followed Broward Instructional Development and Growth Evaluation Systems (BriDGES) through iObservation. The tool followed Marzano's 4 domains for a combined Instructional Practice Score, along with a deliberate practice score of 1% and student performance score as required by state statute.

The district has adopted a pay-for-performance salary schedule as set forth in Florida Statute 101.22 that provides annual salary adjustments for instructional personnel based upon performance determined under Florida statute 1012.34.

**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 encouraged to be actively involved in the school's operations. Parental and community involvement in school matters continues to be a fundamental and required part of the philosophy and operation of Somerset Preparatory Academy Charter High School at North Lauderdale as stated 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. Somerset Preparatory Academy Charter High School at North Lauderdale encourages and welcomes community members and families to become active stakeholders at the school level along with staff and are also encouraged to assist in the development of our school wide plan.

Here at Somerset Preparatory Academy Charter High School at North Lauderdale, we have a School Advisory Council (SAC) that meets 5 times per school year. The council is established to represent the board, school, community, and those who will share responsibility for guiding the school toward continuous improvement. SAC is created and governed by by-laws, all members are elected by its peers, and are subject to sunshine law. The council is made up of teachers, staff, parents, students, and community members. It also must represent the ethnic, racial, and economic community make-up of the school. The council members assist the school's leaders with school direction and increasing student achievement for students in a safe learning environment.

Each Somerset family is encouraged to meet a volunteer requirement each school year which confirms their commitment to making Somerset Preparatory Academy Charter High School at North Lauderdale a success, while ensuring their child's accomplishments in school.

## **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

- D. AMO Standards - Information included in Narrative
- G. 300 Lowest-Performing Elementary Schools - N/A
- I. Summary of Progress Monitoring Reports - Charter Tools with AP1, AP2, AP3 data each year.
- J. Notification of School Improvement Rating - N/A
- L. Standardized Test Results - Included in Attachments A-C.
- M. Evidence of Implementation of Specific Contractual Corrective Action - N/A
- O. Financial Corrective Action Plan - N/A
- P. Evidence of Resolution of Financial Debts - N/A
- R. Included in Attachment Q
- U. Governing Board Member Training Certificates & Fingerprint Records - Uploaded on Charter Tools
- V. Staffing Reports - Included in 5 YR Budget Spreadsheet - Attached again for reference
- W. Certification Self-Audits - Uploaded on Charter Tools
- Y. Teacher and Admin Evaluation Tools - Charter Tools
- Z. Pay for Performance Plan and Salary Schedule - Charter Tools

### Attachments

#### Section 1: ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

1.1	<u>B. FSA</u>	McGhee, Donyale, 10/31/19 6:53 PM	PDF / 2.666 MB
1.2	<u>X. Samples of Parent Involvement</u>	McGhee, Donyale, 10/31/19 6:24 PM	ZIP / 1.437 MB
1.3	<u>T. Discipline Reporting</u>	McGhee, Donyale, 10/31/19 6:24 PM	ZIP / 97.796 KB
1.4	<u>S. Student Enrollment</u>	McGhee, Donyale, 10/31/19 6:24 PM	PDF / 61.283 KB
1.5	<u>V. Staffing Reports</u>	McGhee, Donyale, 10/31/19 6:23 PM	XLSX / 611.625 KB
1.6	<u>R. Revenue Estimate Worksheet</u>	McGhee, Donyale, 10/31/19 6:23 PM	XLSX / 611.625 KB
1.7	<u>Q. Projected 5 Year Budget for 2021-2025</u>	McGhee, Donyale, 10/31/19 6:15 PM	XLSX / 611.625 KB
1.8	<u>N. Fixed Assets Reports</u>	McGhee, Donyale, 10/31/19 6:14 PM	PDF / 5.846 MB
1.9	<u>K. Graduation Rates</u>	McGhee, Donyale, 10/31/19 6:13 PM	PDF / 115.971 KB
1.10	<u>H. Early Warning Systems</u>	McGhee, Donyale, 10/31/19 6:13 PM	PDF / 442.878 KB
1.11	<u>F. FLDOE School Report Cards</u>	McGhee, Donyale, 10/31/19 6:12 PM	ZIP / 1.489 MB
1.12	<u>E. FLDOE School Grade</u>	McGhee, Donyale, 10/31/19 6:12 PM	XLSX / 43.407 KB
1.13	<u>C. EOC</u>	McGhee, Donyale, 10/31/19 6:06 PM	ZIP / 1.471 MB
1.14	<u>A. Reading Retakes</u>	McGhee, Donyale, 10/31/19 6:05 PM	ZIP / 2.424 MB

# Recommendation

School Name: **Somerset Preparatory Academy Charter High At North Lauderdale**

Primary Contact: **Donyale McGhee**

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 Preparatory Academy Charter High at North Lauderdale's Renewal Program Review, the Superintendent's Charter School Review Committee is providing to the Superintendent an approval for a five-year renewal with mitigating language of the school's charter agreement. The Superintendent will provide the approval to The School Board of Broward County, FL for final consideration.