



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
**L-8.**

<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

**TITLE:**  
Charter School Renewal Agreement - Somerset Academy, Inc. - 5441

**REQUESTED ACTION:**  
Approve the Charter School Renewal Agreement for Somerset Academy, Inc., on behalf of Somerset Preparatory Charter Middle School - 5441.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The terms and conditions of the operation of a charter school are set forth by the governing board of the charter school, and The School Board of Broward County, Florida, in a written contractual agreement that constitutes a school's charter.  
  
A copy of all supporting documents is available at the Charter Schools Management/Support Department on the 12th floor of the K.C.W. Administration Center. A copy of all supporting documents is available online via the Broward County Public Schools eAgenda.  
See Supporting Docs for continuation of Summary Explanation and Background.  
  
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction  
  Goal 2: Safe & Supportive Environment  
  Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
There is no financial impact to the District.

**EXHIBITS: (List)**  
(1) Continuation of Summary Explanation and Background (2) Somerset Preparatory Charter MS 5441 ES (3) Somerset Preparatory Charter Middle 5441 Renewal Agreement (4) Somerset Prep Charter Middle 5441 Program Review

**BOARD ACTION:**  
**APPROVED**  
(For Official School Board Records Office Only)

<b>SOURCE OF ADDITIONAL INFORMATION:</b>	
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, 11:02:42 AM

Approved In Open Board Meeting On: **JUN - 9 2020**  
By: *Debra Kay*  
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 Middle School – 5441.

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 Middle School – 5441, 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.

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

## Executive Summary

### Renewal of Charter School Agreement Somerset Academy, Inc. Somerset Preparatory Charter Middle School – 5441

School Name	Somerset Preparatory Charter Middle School
Implementation Year	2010 – 2011
Termination Date of Current Charter Agreement	June 30, 2020
Address	9300 Pembroke Road Miramar, Florida 33025
Grades Approved to Serve	6-8
Grades Currently Serving	6-8
Current Enrollment	318
Target population	Neighborhoods surrounding the school
Curriculum Focus	Traditional
School Grade 2018 – 2019	C
School Grade 2017 – 2018	B
School Grade 2016– 2017	C

On May 18, 2010, The School Board of Broward County, Florida, approved a Charter School Agreement authorizing Somerset Academy, Inc., to open Somerset Preparatory Charter Middle School – 5441. 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 Charter Middle School – 5441, 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 Charter Middle School – 5441) and has recommended a renewal of its Charter Renewal Agreement.

It is requested that The School Board of Broward County, Florida, approve the renewal of the Charter School Agreement for Somerset Academy, Inc. (Somerset Preparatory Charter Middle School – 5441), for a five-year period starting on July 1, 2020 and ending on June 30, 2025.

Somerset Preparatory Charter Middle School – 5441, is located at 9300 Pembroke Road, Miramar Florida 33025, which is located in District 2.

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

**CHARTER SCHOOL RENEWAL AGREEMENT**

THIS CHARTER SCHOOL RENEWAL AGREEMENT is entered into as of the 9<sup>th</sup> 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 middle school, grade levels (6-8) within the school district; and

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

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

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

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

**ARTICLE 1: RECITALS**

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

**ARTICLE 2: GENERAL PROVISIONS**

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

## Somerset Preparatory Charter Middle School #5441

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

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

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

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

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

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

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

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

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

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

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

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

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

**Somerset Preparatory Charter Middle School #5441**

(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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 3: ACADEMIC ACCOUNTABILITY**

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

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

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

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

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

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

Section 3.A.1.c.1: **State-Required Initial Year Assessments:** Students attending the School in its initial year shall participate, at the Sponsor's expense, in the statewide assessment program and in all state-required assessments. In accordance with the provisions of Section 1002.33(7)(a)(4), the School will participate in all state assessment programs in which Sponsor's students enrolled in comparable grades/schools participate. To facilitate this participation, the Sponsor will provide consultation in the initial year by its applicable school district staff and those services/support activities, which are routinely provided to the Sponsor's school district staff regarding implementation of state-required assessment activities (e.g., staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting). The School may not assess incoming students in the initial year using the same assessment instrument that the Sponsor uses in the spring. A different norm-referenced assessment must be used for this purpose.

Section 3.A.1.c.2: **Additional Initial Year Assessments:** When the Sponsor requires the School to participate in any District-wide assessments during the School's initial year, the Sponsor shall bear the cost of the School's participation in those assessments. When the School opts to participate in District-wide assessments during the School's initial year, the School shall bear the costs associated with District-wide assessments. The School, at its discretion and own expense, may use other assessment tools during its initial year that are educationally relevant, sound and consistent with this Charter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

**ARTICLE 4: STUDENTS**

Section 4.A: **Eligible Students:** The School shall enroll all eligible students in accordance with Section 1002.33(10), Florida Statutes, up to the maximum school enrollment capacity approved by the Sponsor of 600 students through its approval of this Agreement. The School shall not be eligible for or receive funds for enrollment beyond the maximum enrollment capacity provided herein. The parties agree that the approved school minimum enrollment capacity is 125 the minimum enrollment that will support the School's operations at an adequate level under its approved budget. If the School fails to achieve the minimum school enrollment capacity as provided herein by the October FTE reporting period, such shall be considered good cause for termination or non-renewal for failure to meet generally accepted standards of the school management as provided in Section 1002.33(8)(a)(2), Florida Statutes, unless the School provides the Sponsor a revised and balanced budget within sixty (60) days of the October FTE reporting period. A student may not be transferred by the School to another charter school or district school except upon the prior written consent of the student's parent/guardian or of the student (if an adult). The School agrees that any transfer or withdrawal of students shall be conducted in accordance with the Sponsor's student transfer and withdrawal policies and procedures. Parents may withdraw a student from the School at any time. In such event, the student shall either return to the student's regularly assigned district school or to another school with an appropriate program.

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

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

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

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

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

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

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

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

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

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

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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.

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

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

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

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

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

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

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

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

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

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

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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

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

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

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

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

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

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

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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

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

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

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

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

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

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

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

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

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

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

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

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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

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

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

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

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

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

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

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

## **ARTICLE 6: FACILITIES**

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

Section 6.A.1: **Facility Location:** The School is located at: 9300 Pembroke Road, Miramar, Florida 33025.

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.

Section 6.C.5: **Entity Disclosure:** The School is co-locating with Somerset Neighborhood School #5021 and Somerset Academy Charter High School (Miramar Campus), 9300 Pembroke Road, Miramar, Florida 33025.

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

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

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

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

## **ARTICLE 7: TRANSPORTATION**

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

Section 7.B: **Cooperation between Sponsor and School:** The School agrees that transportation shall not be a barrier to equal access for any student residing within a reasonable

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

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

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

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

## **ARTICLE 8: INSURANCE & INDEMNIFICATION**

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

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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

should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.

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

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

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

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

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

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

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

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

Section 8.G: **Notice of Claims:** The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for

indemnification under this Charter (a “Third Party Claim”) and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that if the School or Sponsor shall fail to undertake or to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the School or Sponsor, which they agree to assume. The School and Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a Third Party Claim.

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

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

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

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

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

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

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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.

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.

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

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

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

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

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

Section 9.I: **Background Screening of Governing Board Members and Chief Administrator:** Members of the Governing Board of the School and its Chief Administrator shall also be fingerprinted at their cost in a manner similar to that provided in Section 1012.32, Florida Statutes, within ten (10) days of their appointment and, if initial members of the Governing Board, prior to approval of this Charter. Any person serving in any capacity with the School or its governing body must meet level 2 screening requirements as described in Section 1012.32, Florida

Statutes. These fingerprints shall be submitted to the Florida Department of Law Enforcement for state processing and the Federal Bureau of Investigations for federal processing. The results of all fingerprint reports shall be provided to the Sponsor. All fees associated with the retention of fingerprints are the sole responsibility of the School. The School agrees that new Governing Board Members and its Chief Administrator shall be on probationary status pending fingerprint processing and determination of compliance with standards of good moral character. Potential Governing Board Members or Chief Administrators of the School shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The School agrees not to appoint Governing Board Members or Chief Administrators whose fingerprint check results reveal non-compliance with standards of good moral character. The School shall not allow any person to serve on its Governing Board or as its Chief Administrator who has been convicted of a felony crime or moral turpitude.

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

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

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

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

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

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

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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.

In the event any ESP is retained by the School, the aggregate amounts paid to such entities shall not exceed fourteen and one-half percent (14.5%) FEFP operational revenues in any given school year and shall not accrue from year to year. Any default or breach of the terms of this Charter by the ESP company, after notice and reasonable opportunity to cure, shall constitute a default or breach by the School under the terms of the Charter between the School and the Sponsor. Employees of the ESP company and family members of employees of ESP companies may not sit on the School's governing board or serve as officers of the School. For the purposes of this section, "family members" shall be defined to include spouses, mothers, fathers, sisters, brothers, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, daughters, sons, daughters-in-law and sons-in-law.

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

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

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

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

## **ARTICLE 11: HUMAN RESOURCES**

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

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

Section 11.B: **Reporting Staffing Changes:** The School agrees to provide written notice to Sponsor using the Sponsor's designated form within fourteen (14) calendar days

of any new hires, leaves of absence, transfers and terminations. The School shall ensure the Total Educational Resources Management System (TERMS) data is updated upon the termination or hire of instructional staff and/or therapy service providers. The School shall also ensure course assignment changes are reflected as current in TERMS for all instructional staff. Teaching assignments for new hires must match the state course code directory numbers and teacher certification. The School will complete and submit all required personnel reports, including employee database surveys, in accordance with required due dates.

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

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

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

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

Section 11.E: **Fingerprinting and Background Screening:** The School shall, at the School's expense, require all employees to comply with the fingerprinting requirements of Section 1012.32, Florida Statutes. Members of the governing board of the charter school shall also be fingerprinted in a manner similar to that provided in Section 1012.32, Florida Statutes. Any person serving in any capacity with the School or its governing body must meet level 2 screening requirements as described in Section 1012.32, Florida Statutes. These fingerprints shall

be submitted to the Florida Department of Law Enforcement for state processing and the Federal Bureau of Investigations for federal processing. The results of all fingerprint reports shall be provided to the Sponsor. The School agrees that new applicants shall be on probationary status pending fingerprint processing and determination of compliance with standards of good moral character. Potential employees of the School shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The School agrees not to hire applicants whose fingerprint check results reveal non-compliance with standards of good moral character. The School shall not allow any person (whether employed directly by the School or its governing body or by a contractor) to serve in any position requiring or involving direct contact with students who has been convicted of a felony crime or moral turpitude. All fees associated with the retention of fingerprints are the sole responsibility of the School.

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

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

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

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

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

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

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

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

**Somerset Preparatory Charter Middle School #5441**

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

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

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

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

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

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

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

the additional costs associated with the participation of the Sponsor's employees in such training activities at the same rates and reimbursement methodologies currently charged to the School for the participation of the School's employees.

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

#### **ARTICLE 12: REQUIRED REPORTS AND DOCUMENTS**

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

#### **ARTICLE 13: SCHOOL FOOD SERVICE**

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

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

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

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

Section 13.B.3: Enter into a separate agreement with the Sponsor to have food service provided to the charter school. Under such an agreement, the Sponsor would define and provide the menu pattern (breakfast, lunch or both; hot or cold); the Sponsor would define the delivery system (satellite or pick-up); the Sponsor would establish the per meal charges to the School and, if applicable, establish the delivery charges to the School; the Sponsor would provide Information Letters and the Multi-Child Application for Free and Reduced Price Meal Benefits to the School for distribution by the School to households for completion after the School's representatives attend a required application approval training program; the School would provide to Sponsor, and keep current, a master list of students and their eligibility status for free, reduced or full paid meals; the Sponsor would approve a point of sale meal accountability procedure to be used by the School; the Sponsor would provide types of meal service, the costs and a delivery or pick-up system as agreed upon by the parties; the Sponsor would complete and submit reimbursement claims to the Florida Department of Agriculture; and the School would pay the Sponsor's Food Service Department for meals served on a monthly basis by the fifth day of each month; or

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

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

#### **ARTICLE 14: MISCELLANEOUS PROVISIONS**

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

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

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

## Somerset Preparatory Charter Middle School #5441

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 Middle School #5441**

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 Middle School #5441

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 Middle School #5441**

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

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

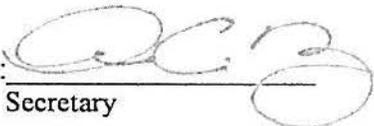
Section 14.R: **Counterparts**: This Charter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Charter.

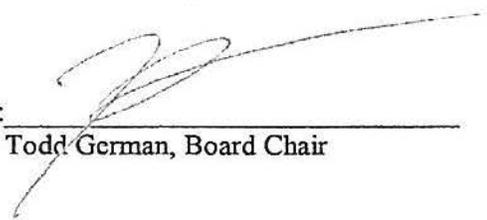
**IN WITNESS WHEREOF**, the Parties hereto have executed this Charter School Agreement as of the day and year first above written.

**FOR THE SCHOOL**

(Corporate Seal)

Somerset Academy, Inc.

Attest:   
Secretary  
- or -

by:   
Todd German, Board Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF FLORIDA

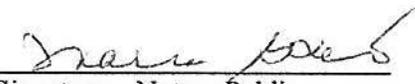
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of May, 2020 by Todd German, Board Chair, Somerset Academy, Inc., on behalf of Somerset Preparatory Charter Middle School #5441, the Governing Entity.

He took an oath and is personally known to me.

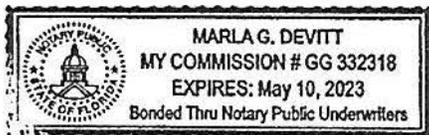
My commission expires:

(SEAL)

  
Signature – Notary Public

My commission expires:

Marla G Devitt  
Printed Name of Notary Public



FOR THE SPONSOR

(Corporate Seal)

ATTEST:

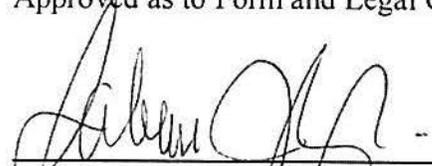


Robert W. Runcie  
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:

  
Office of the General Counsel

# **2019-2020 Charter Renewal Program Review**

**Charter Renewal Application #000455**

**Somerset Preparatory Charter Middle School**

**Location Code: 5441**

**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:**

Athena Guillen  
9300 Pembroke Road Miramar, Florida 33025

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

# GENERAL

## A. School Information

School Type: **Middle**  
 Grade Levels: **[6, 7, 8]**  
 School District: **Broward County**  
 Neighborhood / Community:  
 Organization Type:  
 Sponsoring Entity: **Non-profit Organization**  
 Address: **9300 Pembroke Rd Miramar, Florida 33025-1640**  
 Phone: **(954) 435-1570**  
 Fax: **(954) 435-1571**  
 Web Site: **www.somersetcentral.org**  
 Calendar Type: **- 180 instructional days**  
 Educational Service Provider: **(None)**

## B. Primary Contact Person

Name: **Athena Guillen**  
 Mailing Address: **9300 Pembroke Road Miramar, Florida 33025**  
 Mobile Phone: **7868531924**  
 Alternate Phone: **(954) 435-1570**  
 Email: **aguillen@somersetcentral.org**  
 Current Employer:

## C. Attendance Projections

Grade Level	Year 1 Enrollment		Year 2 Enrollment		Year 3 Enrollment		Year 4 Enrollment		Year 5 Enrollment	
	Min.	Max.								
6	100	132	100	132	100	132	100	132	100	132
7	100	132	100	132	100	132	100	132	100	132
8	100	132	100	132	100	132	100	132	100	132
<b>Total</b>	<b>300</b>	<b>396</b>								

## D. Board Members

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

Diaz, Ana	Board Vice Chairperson	E: mcox@somersetacademy.com P: 786-393-4455 M: E: adiaz@somersetacademyschools.com
Esquijarosa, Jennifer	Parent Representative	P: 786-393-4455 M: E: jesquijarosa@somersetacademyschools.com
German, Todd	Board Chairperson	P: 786-393-4455 M: E: tgerman@somersetacademyschools.com
Guillen, Athena L	Emergency Contact	P: M: 7868531924 E: aguillen@somersetcentral.org
Kimmel, Bernard	Board Member	P: 7863934455 M: E: bkimmel@somersetacademyschools.com
Marin, Louis	Board Member	P: 786-393-4455 M: E: lmarin@somersetacademyschools.com

# CHARTER SCHOOL RENEWAL INSTRUCTIONS

## 1. CHARTER SCHOOL RENEWAL INSTRUCTIONS

### Section Evaluation

No Action Required Rhonda Stephanik, 12/3/19

### Final Rating

No Action Required

### Attachments

#### Section 1: CHARTER SCHOOL RENEWAL INSTRUCTIONS

– No Attachments –

# CHARTER RENEWAL PROGRAM REVIEW COVER SHEET

## 1. COVER SHEET

### Section Evaluation

Complete Rhonda Stephanik, 12/3/19

### Final Rating

Complete

### CHARTER RENEWAL PROGRAM REVIEW COVER SHEET

**NAME OF CHARTER SCHOOL SEEKING RENEWAL:** Somerset Preparatory Charter Middle School

**CHARTER SCHOOL LOCATION NUMBER:** 5441  
**DATE:** November 1, 2019

**GRADES SERVED:** 6-8

This School has been designated a High Performing Charter School pursuant to s. 1002.331, Florida Statutes. YES \_\_\_ NO X

This School has been designated a School of Excellence pursuant to s. 1003.631, Florida Statutes. YES \_\_\_ NO X

**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:** Athena L. Guillen

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

**MAILING ADDRESS:** 9300 Pembroke Road Miramar, FL 33027

**PRIMARY TELEPHONE:** (954) 435-1570  
853-1924

**ALTERNATE TELEPHONE:** ( 786)

**E-MAIL ADDRESS:** aguillen@somersetcentral.org

**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.

Athena L. Guillen  
\_\_\_\_\_

*Printed Name*

Principal  
\_\_\_\_\_

*Position/Title*

Athena L. Guillen  
\_\_\_\_\_

*Signature*

11-1-19  
\_\_\_\_\_

*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 Allisyn Axelrod, 11/14/19

Complete Sean Brown, 11/19/19

Complete Cassandra Vallianos, 11/19/19

Complete Lourdes Panizo, 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 Adam Iarussi, 11/21/19

Complete Ann-Marie Evans, 11/25/19

Complete Celina Chavez, 11/25/19

Complete David Shelley, 11/25/19

Complete Louise Ball, 11/25/19

Complete Matt Schroeder, 11/25/19

Complete Debbie-Ann Scott, 11/25/19

Complete Hanne Rega, 11/26/19

Complete Jill Young, 11/27/19

Complete Brenda Santiago, 12/2/19

Complete Rhonda Stephanik, 12/3/19

**Complete**

The mission of Somerset Preparatory Charter Middle School ("Somerset Prep") is to promote a transformational culture that maximizes student achievement and the development of

accountable, global learners in a safe and enriching environment that fosters high-quality education. Our teachers are flexible in their approach to teaching and adjust curriculum and the presentation of information to learners rather than expecting students to modify themselves for the curriculum. Somerset Preparatory Charter Middle School implements the Broward County Public School's K-12 Reading Plan to drive literacy instruction and use assessment tools to gather data. At Somerset Prep, data drives instruction. The school relies on progress monitoring data from the Florida Standards Assessment (FSA), iReady, Florida Assessment of Instruction in Reading (FAIR) and progress monitoring spiral assessments (Stop, Drop Test) to understand trends, weaknesses and strengths not only in the students but in the teachers as well. The school's curriculum includes a proactive approach to teaching that meets children's needs and maximizes their growth as learners.

As the school works to meet the needs of its students, it has been actively working to address certain deficiencies and/or barriers. Presently, we are a Title I school that serves students in grades 6<sup>th</sup>– 8<sup>th</sup> with an enrollment of 326 students. One of the biggest challenges Somerset Prep faced was working to consistently and actively monitor its Level 1 and Level 2 students. Students showed limited growth in learning gains in math and a drop in proficiency in science. This lack of growth in the areas of math and science, contributed to the school earning a school grade of a C for the 2018-2019 school year. The school earned a grade of a B in the previous school year of 2017-2018. Based on the data, we have enhanced focus on consistent progress monitoring to ensure that each student's current path of individualized instruction includes appropriate intervention.

In an effort to ensure that our students are provided with additional, rigorous educational opportunities, the school is able to provide a high school credit track. Within this track, students are able to benefit from a secondary oriented middle school curriculum that includes courses, such as: Algebra I, Geometry, Biology, Foreign Language, and access to Industry Certification opportunities in Microsoft Office and Adobe. In addition, students have been able to participate in Dual Enrollment. Students are challenged with high school level courses to provide an opportunity to achieve the school's vision of achieving equitable, high quality education.

Students benefit from Somerset's rigorous curriculum because it allows students to think critically and explore all of the subject areas at a deeper cognitive level. The addition of these secondary courses to the curriculum has made a positive impact on the students, teachers, and families. The goals for Somerset Preparatory Charter Middle School over the next 5-year term of the charter agreement is to continue to provide rigorous and equitable learning experience across all subgroups. There will be a focus on providing professional development for educators to increase student achievement and to ensure they are current on best practices in all subject areas. At Somerset Preparatory Charter Middle School it is the school's belief that students learn best when they are encouraged to succeed. As a Title I school, we are able to allocate extra resources that encourage state holder involvement.

The OSPR visit provided our administrative team great feedback, and we are actively working to correct/address all areas of concern. One of the areas of concern in the area of ESE. We are ensuring that all IEP's for ESE students include measurable goals and that we are generating parental notifications upon a reduction of services. In the area of ESOL, we are actively working on notifying parents about student placement a no earlier than a month before their anniversary date. Our ELL Coordinator is actively monitoring teachers to ensure that ELL folders are checked on a monthly basis to assure teachers are completing the assessment portion in a timely manner. Another area of concern is to provide evidence that the reading teacher is reading endorsed and that we are utilizing the districts K-12 Comprehensive Reading Plan. The final area of deficiency noted was in the area of lesson plans. Teachers are being monitored on a weekly basis to ensure that the adopted core ELA curriculum and ESOL strategies are being listed and that all teachers have been trained on how to correctly document differentiated instruction, provide

accommodations for students with disabilities. ESOL and ESE accommodations are correctly listed with fidelity in teacher's lesson plans are implemented with fidelity by all teachers at all times is something we will place more emphasis upon through mentoring and professional development. Additional review of lesson plans of teachers by the administrative team will ensure that documentation of these strategies is found in the lesson plans and these strategies, will be measurable through classroom observations. Furthermore, portfolios of student work showing the strategies used for their needs will be observed.

Looking ahead, Somerset Preparatory Charter Middle School will strive to achieve several goals in order to create the best environment possible for all stakeholders. After analyzing our concerns and areas of deficiency, a greater focus will be placed on meeting the needs of all of our students academically. We will also focus on using research-based instructional strategies, reading, and data to drive instruction. Somerset Prep will continue to strive to provide a rigorous curriculum with an emphasis of high expectations of both teachers and students.

## **Attachments**

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

– No Attachments –

# EDUCATIONAL PERFORMANCE

## 1. FEDERAL AND STATE ACCOUNTABILITY

### Section Evaluation

Meets the Standard Adam Iarussi, 11/21/19

Final Rating

Meets the Standard

### Federal & State Accountability

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

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

Somerset Prep (5441) has **NOT** been identified for School Improvement for the 2019-2020 school year, as it earned a "C" in the 2018-2019 school year.

### School Data Analysis 2015-2019

<u>Category</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2017-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
School Grade	C	C	C	B	C
Reading Achievement (Level 3 or above)	52%	58%	58%	61%	65%
Reading Learning Gains	N/A	61%	50%	56%	64%
Reading Learning Gains- Lowest 25%	N/A	51%	40%	47%	56%
Math					

Achievement (Level 3 or above)	45%	46%	54%	60%	56%
Math Learning Gains	N/A	50%	53%	58%	41%
Math Learning Gains- Lowest 25%	N/A	47%	41%	77%	40%
Science Achievement	33%	33%	45%	48%	38%
Social Studies Achievement	66%	64%	56%	61%	76%
Middle School Acceleration	40%	27%	58%	33%	39%

Learning gains were not calculated in 2014-2015. In order to calculate learning gains, the FLDOE needs two years of assessment information. The FSA was new in 2014-2015, therefore, there was not two years of assessment data to calculate learning gains.

Somerset Prep follows the Florida Standards for ELA and Mathematics as well as the Next Generation Sunshine State Standards for Science and Social Studies. Reading is a central focus throughout all areas of the curriculum. We currently use Houghton Mifflin Harcourt Collections for ELA Writing as the curriculum for 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grade. For ELA Reading Intervention, we use the National Geographic, Inside curriculum, together with iReady Instruction and Assessments, as well as Rewards and Rewards Plus. For the Math curriculum, we use the Houghton Mifflin Harcourt Go Math series for 6<sup>th</sup> – 8<sup>th</sup> grade, which includes its own intervention materials. In addition, the iReady instruction and assessment, and toolkit are also available for teachers and students for math.

Since the 2016-2017 school year, Somerset Prep continues to implement the iReady program across all grade levels. The program has helped teachers to begin to bridge learning gaps identified in our progress monitoring assessments. With the adoption of this program, we have participated in multiple professional development sessions where teachers and administrators have been trained on how to use the data collected through iReady to properly group students with the purpose of instructing them on their reading/math level and a goal of closing the achievement gap. Students are assessed three times each school year using the iReady diagnostic tool and FAIR for students who scored a level 1 or level 2 in the ELA FSA.

iReady is a research based, educational program that has been known to successfully close achievement gaps for many schools. The comprehensive program assists in identifying and

targeting the needs of our diverse student body, including the needs of our ESE, ESOL, Gifted students, and economically disadvantaged students. Students are expected to work at their level, which is determined through the Diagnostic assessment, and as they master the lessons, the level of understanding increases at their pace. Additionally, this program offers teachers with resources they can use to further remediate inside the iReady teacher toolkit. The program provides different reports, which guide teachers, parents, and students on what skills the students have not mastered and recommendations on how to achieve mastery on those skills. Our plan is to continue using iReady and the state and district approved intervention programs in the years ahead to create consistency among grade levels and to track student progress.

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

During the past 5 years, the student population at Somerset Prep has had some major shifts. Our Title 1 designation has sustained as our economically disadvantaged families continue to increase in numbers. From 2014-2015 to the present, our economically disadvantaged families have increased by about 17%. In the last 4 years that we have been able to track student learning gains for FSA, we have seen higher increases in the Reading learning gains for students in all of our subgroups. During the 2018-2019 school year, we began to use the push-in model and implemented iReady, with fidelity, in ELA classes for additional support. The school will continue using this strategy going forward as 46% of students in our SWD subgroup, 75% of our ELL students, and 64% of our economically disadvantaged students made learning gains on their ELA FSA. After analyzing our data from 2018-2019, we realize that one of our weaknesses lies within our students in the lowest 25%. The iReady program has been extremely beneficial in helping track student progress, placing students in appropriate groups, and bridging gaps at a much faster rate than with just teacher intervention. To facilitate access to technology, the school's computer lab will be available to students after hours. In addition, we encourage our teachers to have a technology center during every class so that students can work on iReady. ELA teachers have been asked to attend professional development on how to properly conduct small groups, how to implement ESOL strategies, and have participated in refresher PD courses on Inside, Collections, and Rewards. Additional to professional development opportunities, we have implemented Second Step, a program rooted in social-emotional learning that assists in building a successful learning environment where we are able to help children thrive in spite of their economic or social-emotional situations. In order to continue to see learning gains in our ELL population, Somerset Prep integrates home language support and ESOL strategies from the ESOL Strategies Matrix for all of our ELL students. We will continue providing this support going forward into the new contract term. For our Gifted students, we are ensuring that teachers are pursuing their Gifted Endorsement. In addition, our ESE Specialist is collaborating with teachers to ensure that EP Goals are being implemented and that all assignments are acutely aligned to each students EP Goals. Professional Development Opportunities for our teachers revolving around Gifted education has been a priority, as we consistently seek out different learning endorsements opportunities. For the past 5 years, we have implemented FSA/FCAT after school tutoring which spans through the months of January-March to assist in bridging learning gaps. This will be provided twice per week for Reading and Math, and all EOC subjects. These services will continue providing going forward.

Somerset Prep teachers and administration are aware of the importance of data analysis and how it should drive the instruction in the classroom to meet the needs of all students. Teachers and administration meet bi-weekly to discuss the data collected by each grade level and department. Teachers are required to assess students on a bi-weekly schedule and analyze the strengths and weaknesses of each assessment by charting the information and looking for trends. Additionally, as a team, a plan is devised to help ensure that our areas of weakness are targeted. During the bi-weekly meetings with administration, teachers are presented with information and as a team, the struggling students are discussed, and prior data is also presented to determine which

students continue to land in the intervention range. Students who continue to need intervention, are then referred to the Collaborative Problem Solving Team (CPST).

**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).**

The school identifies subgroups such as ELA and Math students in the lowest 25%, minorities, economically disadvantaged students, English Language Learners and Exceptional Student Education. The school will identify data through various resources such as FSA/EOC data, baseline data, ongoing progress monitoring, and growth monitoring. The school uses the appropriate state adopted curriculum (Collections/Go Math!) in which teachers are trained to implement with fidelity, and the adopted universal screener which is i-Ready. The school's data is used to create the master schedule and ensures that students are placed appropriately. Students are provided with appropriate interventions, if applicable, via intensive classes where interventions occur using the appropriate curriculum and progress monitoring. Students will take three diagnostic assessments throughout the school year in Math and ELA. Progress monitoring assessments include ongoing standards mastery assessments and curriculum based formative and summative assessments. Intensive Reading students, which include the schools lowest 25% in Reading, will take the FAIR assessment (3 times per school year), growth monitoring assessments, and assessments via the state adopted curriculum (Nat Geo INSIDE). Students in Intensive Math, which include students in the lowest 25%, will take growth monitoring assessments throughout the school year. The school has seen upward trends in data since its baseline year, as it pertains to student proficiency. However, there has been a decrease of 4% in Math proficiency from 2018 to 2019 (refer to table provided below). In order to close the learning gap across all subgroups the school employs Curriculum Coaches to ensure proper intervention and support, targeted small group remediation, and facilitated data chats that include ongoing progress monitoring. Professional development is provided and encouraged for teachers in order to implement the adopted curriculum with fidelity. Title 1 funds are allocated to hire support personnel, provide tutoring outside of school hours, and purchase resources that directly impact student learning.

**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>
Reading Achievement (Level 3 or above)	52%	58%	58%	61%	65%
Math Achievement (Level 3 or above)	45%	46%	54%	60%	56%
Algebra I	43%	60%	95.5%	100%	69%

Geometry	50%	55%	NA	NA	100%
Science Achievement	33%	33%	45%	48%	38%
Biology	NA	NA	NA	NA	NA
Social Studies Achievement	66%	64%	56%	61%	76%

Somerset Prep uses all of the state assessments to monitor student performance. Somerset Prep has had inconsistency within the proficiency rates throughout the past 5 years. Although, the school has maintained a proficiency level average of above 50% in Reading and Social Studies, the school will continue to work on improving proficiency in Mathematics and Science each year going forward into the new charter term. We are working diligently to ensure that our students are being exposed to rigorous curriculum and support as we work towards our students consistently reaching proficiency.

Somerset Prep has implemented several progress monitoring tools and systems for the students. During the 2016-2017 school year, the school introduced the iReady program, which meets the ESSA Level 3 criteria for intervention. This program is currently being used and will continue to be used going forward. We assess students in Reading and Mathematics, three (3) times per year using this the iReady Diagnostic assessment. Going forward into the new charter contract, the school will continue using this tool to progress monitor for Reading and for Math. The school also uses the FAIR for students who score at a level 1 or level 2 in the ELA FSA. All of our formal progress monitoring assessments are given three (3) times per year. Additional to these assessments, the administration also meets with the teachers on a bi-weekly basis to discuss formative assessment results that assist in modifying teaching and learning activities to improve student attainment and achievement.

7<sup>th</sup> Grade Civics EOC data to ensure all students are working towards proficiency on state assessments. Over the course of two years Civics has seen a 20% increase from 2016-2019. In addition, we are actively monitoring our 8<sup>th</sup> Grade FCAT Science to ensure proficiency is increased. We attribute the drop in 8<sup>th</sup> Grade science proficiency to staffing inconsistencies.

Somerset Prep has been working on an acceleration track for our students. We have included Biology for the 2019-2020 school year. This gives our higher achieving students access to more rigorous course work which gives them the opportunity to gain high school credit. In the 2018-2019 school year, our middle school acceleration increased by 6%. In addition, we are also giving our students the opportunity to participate in Industry Certification and Dual Enrollment courses. Using all of our data, the school tracks the students and provides the necessary interventions and/or acceleration opportunities 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>
Reading Learning Gains	N/A	61%	50%	56%	64%
Math Learning Gains	N/A	47%	41%	77%	40%

Over the course of the 5-year period, the school has maintained a minimum of 50% of students making one years' worth of growth annually, yielding its highest gains during the 2018-2019 school year, with 64%. Somerset Prep will continue to implement research based and data driven strategies in the area of reading. For the Math gains, the school missed has missed the 50% mark, but was able to re-gain an annual growth amount, which surpassed the 50% during the 2017-2018 school year. Somerset Prep will continue to work toward meeting its goal of having more than 50% of our students making learning gains by closely tracking data and student growth in combination with intervention groups and additional after school FSA tutoring in both the areas of Reading and Math. In this school year and going forward, Somerset Prep will continue to monitor progress using iReady assessments and its adaptive program to target each student's area of deficiency.

**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>
Reading Learning Gains- Lowest 25%	N/A	51%	40%	47%	56%
Math Learning Gains- Lowest 25%	N/A	47%	41%	77%	40%

Over the course of the 5-year period, students in the lowest 25% have made one year's growth in Reading and the school has reached the 50% mark for annual growth during the 2016 school year and again during the 2019 school year. The 9% increase from the 2018 to the 2019 school year is the result of a carefully designed pathway that provided the most support for mastery of the

Language Arts Florida Standards for students in the lowest 25%. Somerset Prep will continue to use the iReady diagnostic assessment and FAIR (for students with a level 1 or 2 in Reading) for progress monitoring. The iReady program will be used together with district and state approved resources and curriculum to help ensure that we continue to see learning gains in more than 50% of the students identified in the lowest 25%.

For the Math gains, the school exceeded the 50% mark during the 2018 school year. This past school year, the school decreased from 77% of the lowest 25% making gains in 2018 to 40% of the lowest 25% making gains in 2019. Somerset Prep plans to continue to see more than 50% of our students in the lowest 25% make one year's growth annually by closely tracking data and student growth in combination with intervention groups in the area of mathematics. In this school year and going forward, Somerset Prep will monitor the lowest 25% of students in math using the iReady program which integrates assessments with effective and engaging instruction while targeting each student's area of deficiency.

**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 Academy Preparatory Charter Middle School ensures that all students who are present during the testing window for state assessments are tested. For the past 5 years, we have had 99-100% of our students tested each school year. Communication with our stakeholders is what ensures that we are able to assess all of our students within the testing windows. Parents are notified via our school's website, Parent Link, and a formal letter. Additionally, we host an FSA/EOC Information night for our families and stress the importance of their children being present, prepared, and on time during all of their assessment dates. Students and parents are reminded of testing dates 2 weeks before, and again one week before the scheduled assessment date using all of the abovementioned communication tools. On testing days, we track student attendance and ensure that we make every effort to contact parents so they are aware of the absence and the testing make up days. The constant communication between school and home helps maintain the maximum level of participation for all state assessments.

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

School Number	School Name	Grade 2019	Grade 2018	Grade 2017	Grade 2016	Grade 2015
5441	Somerset Preparatory Charter Middle School	C	B	C	C	C
3911	New Renaissance Middle School	C	C	C	C	B
1881	Pines Middle School	C	C	C	C	C

1791	Apollo Middle School	B	B	B	C	B
3001	Walter C. Young	B	A	A	A	A
0861	Driftwood Middle School	C	B	B	B	B

According to the data in the chart presented above, Somerset Prep either met or exceeded the performance of the nearby schools with comparable populations and grade levels served on most of the school years reported during the 5-year term.

**I. Identify the charter school’s school grade.**

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

Somerset Prep obtained a school grade of a “C” during the 2018-2019 school year. Throughout the current charter term, the school received either a “B” or “C” rating, therefore, the school has always met the standard.

**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

**In narrative format:**

**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.**

Mission-Statement: The mission of Somerset Preparatory Charter Middle School ("Somerset Prep") is to promote a transformational culture that maximizes student achievement and the development of accountable, global learners in a safe and enriching environment that fosters high-quality education.

Mission-Specific Accountability: Somerset Prep is achieving the school/mission-specific goals as defined in the school's mission statement. To ensure all of our students are learning, teachers use data to target instruction based on student needs. The teachers homogeneously groups students by their instructional level. This grouping allows students to receive the appropriate instruction based on their ability level.

Our teachers take pride in their innovative instruction and original teaching methods. Through the use of textbooks adopted by the district, novel based instruction that within the Collections series, laptops and smartboards, teachers use all resources possible to help motivate students to learn new content. Maximizing student achievement is the school's ultimate goal. Students learn when they are engaged, and our innovating instruction helps to maximize their engagement and be successful in a global society.

Somerset Prep prides itself in the mission as it sets us apart from most other schools. We feel that we have incorporated our mission into our school and have created a safe environment in which the students can succeed with confidence. Our school environment is one that our students and parents appreciate. Our staff members know the students by name, and in most cases, know their families as well. We sometimes find that if students leave our school, they often come back because they do not get the support in which they have become accustom. All teachers are encouraged to use innovating methods using the technology in the class. Somerset Prep is constantly bring in new ways to motivate our students. We also invite parents to different informational session about their child's classes and curriculum. By attending these Parent Universities, parents can learn to become active participants in their child's education.

We believe that Somerset Prep, is doing all we can to provide an engaging, safe and high-quality education for all of our students.

**Attachments****Section 2: MISSION-SPECIFIC ACCOUNTABILITY**

– No Attachments –

### 3. EDUCATIONAL PROGRAM IMPLEMENTATION

#### Section Evaluation

#### Final Rating

Meets the Standard Joe Luechauer, 11/12/19

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

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

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

Meets the Standard David Shelley, 11/25/19

Meets the Standard Ann-Marie Evans, 11/25/19

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

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

Meets the Standard Celina Chavez, 11/26/19

Meets the Standard Detra Adams, 11/26/19

Partially Meets the Standard

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

Somerset Prep prides itself in providing a transformational culture that maximizes student achievement and the development of accountable, global learners in a safe and enriching environment that fosters high quality education. We feel that we have incorporated our mission into our school and have created a positive school climate in which the students can excel.

We strive to use the schools mission as a focus that will guide all of our students to have a safe and unified educational experience, and help to solidify their learning across the school setting. Our small school environment is one that our stakeholders value. All of our staff members know students by name, and in most cases, know their families as well. As a school, we pride ourselves in providing innovative, real world learning experiences that encourage students to succeed and take accountability for their learning. Somerset Prep and its stakeholders use the school mission to prepare students for a seamless transition into high school and beyond.

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

Over the past five years, Somerset Prep has followed the state and county recommended adoptions in regards to the implementation of curriculum and instruction. During the term of this past charter contract, the curriculum consisted of the Next Generation Sunshine State Standards

(NGSSS) for one year in all subject areas but shifted to the Language Arts Florida Standards (LAFS) for reading, Mathematical Florida Standards (MAFS) for math, with Science and Social Studies still following the NGSSS.

As per our district approved K-12 Reading Plan, Somerset Prep, uses several evidence-based programs and materials to support the instruction of the Florida Standards and the NGSSS. The Houghton Mifflin Harcourt Collections series (HMH) is used to provide ELA and Writing instruction in grades 6-8. iReady is used for progress monitoring and remediation in all 6-8 ELA classes.

Intensive Reading uses Cengage Learning, Inc. d/b/a National Geographic Learning - Inside A, B and C series as the curriculum. Rewards & Rewards Plus Social Studies are used for reading interventions in the intensive classes. The Broward County Schools Decision Tree for Reading Intervention Grades 6 – 8 is used to determine student placement in the Rewards or Rewards Plus Program. FAIR and I-Ready Instruction are used for Intervention and Progress Monitoring for our Intensive Reading students. The FAIR test is administered to Level 1 and 2 students to determine if there are foundational skill deficits. For students who score below the 30th percentile on the FAIR Word Recognition Test (WRT), the student is administered the DAR Word List to determine if the student needs decoding intervention. If the student scores below the 3rd grade level on the DAR Word List test, the student is given the Oral Reading or FULL DAR to analyze student reading characteristics that will be used to determine an appropriate decoding program. I-Ready Instruction is used for Intervention and Progress Monitoring for the following subgroups: (All Level 1 and 2; Lowest 25%, ESE, ELL and ESOL students).

HMH Go Math series is the core middle school Mathematics curriculum. iReady Instruction is used for Intervention and Progress Monitoring for all 6-8 students. HMH Collections and Go Math programs are aligned to the LAFS and MAFS and have been used at the school for the past 5 years of the charter contract. HMH Florida Science was used for the past 5 years to instruct the students on the NGSSS Science standards throughout all of the grade levels. The school is now in its second year of using the McGraw Hill Florida Social Studies series for grades 6 and 8. The 7<sup>th</sup> grade Civics classes use Gateway to American Government published by the Florida Transformative Education.

Somerset Prep continues to use iReady diagnostic and instructional programs to monitor progress of all students and infuses the iReady resources to provide interventions for all students. We are committed to keeping the iReady program as a consistent support tool for our students in the new charter term. Although, we have implemented great resources and strategies in the classrooms, we understand that we do have deficiencies in some places where the evidence-based curriculum is not being implemented with fidelity. Specifically in ELA and Intensive Reading, we have scheduled Professional Development to help implement the Collections and Inside curriculums on a consistent basis.

Lesson plans are created on a bi-weekly basis indicating daily goals to be met through various classroom and at-home learning activities. Curriculum Coaches review lesson plans on a bi-weekly basis to ensure that teachers are planning accordingly, using their core curriculum and research based instructional strategies such as the Gradual Release Model and lessons designed based on students learning styles. The additional staff in this process, have the necessary content expertise that can assist in providing more in depth, and effective feedback 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 2 years of the prior contract, the school used Dr. Marzano's Art and Science of Teaching Tool to observe faculty. For the 2018-2019 and this current school year, the school implemented the Florida Consortium of Public Charter Schools (FCPCS) evaluation model. The FCPCS Classroom Teacher Performance Evaluation is a formal evaluation system for classroom

teachers that is aligned to the six Florida Educator Accomplished Practices (FEAPs), State Board of Education Rule 6A-5.065. Using FCPCS to conduct formal and informal observations, as well as monthly data meetings, administrators are able to gauge the level of differentiated instruction and best practices being used within the six (6) domains of effective teaching and learning. To ensure teacher effectiveness, formal and informal observations are conducted by the administration. Student performance data analysis is conducted and monitored on a bi-weekly basis.

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 trained in using research based instructional strategies through professional development, trainings, and peer to peer observations to ensure effective, high quality instruction. With the increased number of struggling learners in our school, it was important to all stakeholders that our teachers be proficient in implementing the Gradual Release Model in the delivery of their daily lessons. This research based model ensures that students are supported in their acquisition of the skills and strategies necessary for success. Additionally, we have also placed a great level of importance around teachers conducting differentiated instructions. Differentiating instruction ensures teachers are delivering appropriate instruction based on student's individual ability level. These strategies are being implemented throughout the school as they are the basic fundamentals of teaching and can make a vast difference in helping to bridge the achievement gap amongst all subgroups. Through the guidance of the National Director for Special Education and Student Support offered by our Educational Service Provider as well as the Teacher Professional Learning & Growth Department in Broward County, we will make sure that our teachers continue receiving training around 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' abilities to achieve grade-level proficiency.**

For struggling students, the school implements evidence-based effective instructional techniques including effective instructional strategies to support the students in succeeding. Teachers are using the fundamentals of teaching to ensure they are reaching the students regardless of their level of ability. These strategies include instructional techniques such as, explaining & modeling, scaffolding, differentiated instruction, chunking, and providing feedback. As stated above, the social and emotional aspect of our students are of equal importance. We encourage the teachers to work on building relationships with those students who struggle by providing positive reinforcement, delivering lessons that take the various learning styles into consideration.

A priority in our school, is the use of small group differentiated instruction that utilizes data to drive 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 in grades 6 – 8 are administered the iReady Math and Reading diagnostic. Using data from iReady, small groups with differentiated instruction are formed. Students who are struggling meet in teacher-led small groups 3-4 times per week while non-struggling students meet 2-3 times per week. Struggling readers are using Rewards or Rewards Plus curriculum in Intensive Reading classes; in addition to receiving remediation through iReady Instructions. Students struggling in Math receive remediation through iReady Instruction or the iReady teacher toolbox. For the past 5 years, we utilized an interventionist to pull-out students in need of additional support in Reading comprehension and Math. Using iReady Diagnostic and Standards Mastery Assessments the school is able to determine the students in need of intervention. In addition, our teachers are able to meet the needs of all students including SWD, Gifted, ELL and struggling learners using effective instructional strategies.

**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 to all our decision making at Somerset Prep. Using previous years of FSA and EOC data, Somerset Prep creates and builds a student centered Master Schedule. Our Master Schedule represents a reflection of the required Reading Placement Chart and math to insure proper student placement. Upon proper placement, our teachers are actively collecting data within the classroom. Somerset Prep uses iReady and FAIR as our progress monitoring tools in addition to school created Standards Mastery and Growth Monitoring Assessments to monitor our lowest 25% in both reading and math. Within the classroom, students are administered the iReady Diagnostic three times a year as required for progress monitoring to determine independent and instructional reading levels. On grade level Standards Mastery Assessments are administered each month to focus on LAFS and MAFS to track on grade level proficiencies. The data is then used to create small groups for differentiated instruction to drive teacher instruction. FAIR is used three times a year to determine if there are foundational skill deficits.

During the prior five (5) years for math, students were administered the Go Math Beginning of the Year Diagnostic to help determine math instructional groups. iReady diagnostic is used as the progress monitoring tool for Math.

In the areas of science and civics, Somerset Prep utilizes our reading data for student placement. In science, we review both math and reading data to ensure proper course level placement. We create internal progress monitoring assessments based on curriculum standards and pacing guides to monitor student progress.

Teachers are required to submit quarterly 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, gaps and growth. It is in these meetings that we create instructional plans to help with student development. This mentoring and monitoring helps teachers reflect on their instructional strategies to best meet the needs of all students.

**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 may be conducted.**

Somerset Prep 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 EdPlan. 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 is in compliance. 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 Prep 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.

The school employs an ESE teacher who provides all of the services for academic area pull-out. Other service providers are contracted depending on the needs of the current ESE students as outlined on the IEP/EP. Currently, we provide Speech and Language to our Students with Disabilities. Currently, we do not have any students in need of PT, OT or counseling services. Should we determine if and when these services are needed, we will ensure that the services are provided. As stated above, all service providers log services provided into the EdPlan Wizard program. The teachers provide the in-classroom accommodations according to what is listed on the IEP and the ESE Specialist monitors this on a monthly basis to make sure all the required accommodations are being implemented with fidelity. 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. Professional development is provided at the start of every school year to help teachers with strategies for accommodating the exceptional student population. Somerset Prep provides progress monitoring throughout the school year with I-Ready Growth monitoring, Standard Mastery and Diagnostic Assessments. The ESE Specialist provides consultation and collaboration with teachers for academic, social, and independent functioning for all ESE and Gifted students.

**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 law. An On-Site Programmatic Review and/or Desktop Review may be conducted.**

To ensure effective programming for English Language Learners, the process begins with identifying these students. Our process begins by making sure to give the IPT test to all students in the District based on their home language survey. These students are identified through review of the Broward County Public Schools registration application which all new students to the school 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 consists of and what levels they are scoring in so that the appropriate supports are put in 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 is able to make sure all appropriate meetings occur on or before 30 days of the students' DEUSS dates.

Additional 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. The ESOL Coordinator provides teachers with the ESOL Strategies Matrix during pre-planning week. This Matrix helps the teachers to know what strategies 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. Our ESOL Coordinator, as well as one of our interventionists, speak the two (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 we did not provide a formal written schedule during the OSPR team visit, this is something that occurs in our school.

Based on our OSPR visit feedback, the findings concluded that ESOL strategies were not evident in teacher lesson plans. Our ESOL Coordinator ensures that teachers work with students in small groups using the ESOL strategies and are providing individualized, comprehensible instruction to meet their needs. Teachers provide students with opportunities to interact with other students in order to naturally enhance English language development while also providing the scaffolding needed to help ELLs achieve in the content areas.

Additionally, we have already held an informational training session on how to properly use strategies that are most beneficial based on language classifications and Can Do Descriptors. In addition, teachers are now accurately documenting ESOL strategies within the lesson plans. Moving forward, our ESOL Coordinator will be responsible for checking lesson plans to make sure that the accommodations are properly documented. We hope to continue to see our ELL students succeed in all academic areas over the next 5 years of our charter.

#### **G. Explain the school's current process for MTSS/RtI.**

- **What is the school's plan for MTSS/RtI to ensure that the process is appropriately implemented during the next charter agreement term?**
- **Provide the charter school's Early Warning System (EWS) data and explain how the school plans to support vulnerable student populations as identified by the EWS.**

Somerset Prep implements a plan for MTSS/RTI in which students are monitored through several different progress monitoring tools. We administer progress monitoring assessments such as the iReady Growth Monitoring, FAIR and Collections Beginning, Middle and End of Year assessments in addition with Go Math Beginning, Middle and End of Year assessments. Additional to these assessments, teachers administered bi-weekly topic assessments to cover the skills they were teaching during the 2 week periods. The administration, teachers and RTI Coordinator meet every 3-4 weeks to discuss all students and determine which students are struggling based on a combination of all of the data. If the team determines it is necessary for the students to move to Tier 2 on RTI, then the RTI Coordinator would then meet with the teacher and the parent to begin the process. After monitoring for 6-9 weeks, the RTI Coordinator and teachers would meet again to determine if the child is improving or if further Tier 3 intervention is needed. If in the best interests of the student it is determined that the student should move to the next Tier, the parent is then called in again for another meeting. Somerset Prep uses evidence-based materials for RTI including I-Ready Diagnostic Assessments (reading & math), I-Ready Growth Monitoring Assessments (reading & math), and Inside (reading).

If the student improves, we continue to provide those current interventions that are working. If the student moves through all 3 tiers and is still struggling, we will then meet with the parent to discuss further steps and further evaluation by Broward County if we feel that there is another underlying concern.

The MTSS team utilizes Broward County's Basis program to identify deficiencies in academics, attendance and behavior. The MTSS team has met with all of the teachers to go over the Early Warning System data for students to identify students in need of interventions. Teachers have also been provided with a checklist of required documents needed for implementation of the RTI process. Teachers have also received the school-wide MTSS plan that aligns to Florida rules and statutes.

## **Attachments**

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

– No Attachments –

# FINANCIAL PERFORMANCE

## 1. FINANCIAL MANAGEMENT

### Section Evaluation

#### Final Rating

Meets the Standard Lourdes Panizo, 11/19/19

Meets the Standard

Meets the Standard Reynaldo Tunnermann, 11/20/19

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

The Governing Board has the ultimate responsibility to ensure that the School's finances are managed properly. The Board has contracted the services of an Education Services Provider (ESP), to assist the Board and the School Principal with the preparation and reporting of the School's finances. The School has established financial procedures to further safeguard its finances. The Governing Board shall annually adopt and maintain an operating budget, retain the services of a certified public accountant or auditor for the annual independent financial audit and review, and will approve the audit report, including audit findings and recommendations. In the event a financial recovery plan is necessary, the Board will monitor it and ensure such plan is appropriately maintained. The Governing Board of the School will also review and monitor the financial statements of the School on a monthly basis during regularly scheduled Board Meetings.

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

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

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

**General Accounting** - utilization of accepted state codification of accounts pursuant to the Financial and Program Cost Accounting and Reporting for Florida Schools in all transactions pertaining to its operations.

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

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

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

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

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

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

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

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

#### **Segregation of Duties relating to financial controls –**

The school principal/administrator will be responsible for all aspects of school operations within the scope of operating policy and budgetary approval by the Governing Board. The school's

on-site administration/faculty and staff will report directly to the principal, who then reports to the Governing Board. The ESP, contracted by the board, will provide bookkeeping, and financial forecasting services to the Governing Board for its oversight and approval.

The Board, at minimum, will be responsible for:

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

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

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

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

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

### **Audit Findings**

Somerset Preparatory Academy Charter Middle School received an audit finding for the 6/30/2016 fiscal year related to the allocation of salaries and benefits between schools located at the same site. Management implemented a procedure to properly allocate salaries and benefits between shared schools, and there have been no repeat observations.

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

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

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

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

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

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

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

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

## Attachments

### Section 1: FINANCIAL MANAGEMENT

– No Attachments –

## 2. FINANCIAL VIABILITY

### Section Evaluation

Meets the Standard Cassandra Vallianos, 11/19/19

Final Rating

Meets the Standard

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

Somerset Preparatory Academy Charter Middle School #5441 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 \$655,158 for the year.

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

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

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

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

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

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

**the charter school.**

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

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

As evidenced by the 2018 special purpose financial statements, Somerset Academy, Inc. has a total net asset balance of over \$73,966,168. Accordingly, it is anticipated that the school will continue to accumulate a surplus that will serve to increase the net asset balance of the entity. Somerset Preparatory Academy Charter Middle School #5441 has a combined surplus of over \$1,300,441 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 Middle School #5441 has, based on current enrollment trends, utilized the Revenue Estimate Worksheet for 2020-2021 (Appendix R.) to forecast and create a Projected Five (5) Year Budget for 2021-2025 (Appendix Q). These measures will ensure the sound and sustainable long-term financial plan for school operations over the next five (5) years.

## **Attachments**

### **Section 2: FINANCIAL VIABILITY**

– No Attachments –

# ORGANIZATIONAL PERFORMANCE

## 1. STUDENT ENROLLMENT AND CONDUCT

### Section Evaluation

#### Final Rating

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

**Partially Meets the Standard**

Meets the Standard Marion Williams, 11/27/19

Meets the Standard Jill Young, 11/27/19

#### In the narrative:

#### 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 Prep has been consistent with its projections in enrollment throughout the past 5 years. However, we have lost enrollment, specifically the 2019-2020 school year. We believe that this is due to the students not moving over from our 5<sup>th</sup> grade elementary, Somerset Neighborhood school. We have been diligent in working with our student centered master schedule to include all extra-curricular programming and elective courses that would meet the needs of our middle school students. Acceleration through the offering of higher-level math and science courses to those 8<sup>th</sup> grade students has been a priority. We have also expanded our variety of Industry Certification courses that students can benefit from at the middle school level. As a result, we are looking to bring back the enrollment in the next few years.

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

The racial ethnic composition of the school's student body reflects 0% Caucasian, 80.3% Black, 14.5% Hispanic and 5% are other races. As a point in comparison, the neighboring schools reflect different percentages in student body composition. At Somerset Prep, we compare closest to one (1) out of the five (5) schools higher in the Black and Hispanic categories, where we have the lowest white percentage than the other schools. See chart below with current demographic information for neighboring schools.

School	School Name	White	Black	Hispanic	Multi/

Number					Other
5441	Somerset Preparatory Charter Middle School	0	80.3	14.5	5.2
3911	New Renaissance Middle School	3.5	71.2	21.1	2.3
1881	Pines Middle School	49.4	37.6	8	4
1791	Apollo Middle School	33.5	45	14.2	7.3
3001	Walter C. Young	28.7	49.1	15.1	6.7
0861	Driftwood Middle School	23.5	51.7	17.2	7.4

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

Somerset Prep implements enrollment procedures in compliance with applicable law and as described in the contract with the District. Any eligible student 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. The School will be open to any student residing in the county who is of the appropriate age for the corresponding grades. An open admissions procedure utilizing a "first come", "first serve" policy, as required by the statute, unless the number of applicants exceeds capacity has been and will continue to be the standard used by the school. In each such case, all applicants shall have an equal chance of being admitted to the school through a random selection process in conformity with Florida's Charter School Legislation. In case of a lottery, all students will be assigned a waiting list number should student seats become available or capacity increases. In addition, the school may give enrollment preference only as allowed by Florida State Law. For the years since its inception, evidence that the school implemented enrollment procedures properly is seen in the school's Lottery procedures, the onsite evaluation report cards created by the District where it is acknowledged that policies and procedures have been developed and passed by the charter school, that parents and staff are aware of these policies, and that these policies are included in necessitated handbooks.

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

Somerset Prep maintains a safe and secure learning environment. There have been very few incidents at the school and the appropriate corrective actions are taken to ensure the safety and security of the school and its students. In pursuant to state Senate Bill 7030 Somerset Prep has implemented many safety precautions We have secured the services of our local Law Enforcement Agency and have a full time, safe school officer on campus. Somerset Academy

Preparatory Charter Middle School incorporates all applicable and appropriate District-approved emergency efforts to maintain a safe school environment. The administrative team conducts ongoing trainings for all staff on safety protocols and emergency action plans for emergency situations. Procedures and plans are provided to teachers and the staff through the faculty handbook and during faculty meetings.

The school has adopted an active assailant response plan and ensures staff have participated in Youth Mental Health First Aid training or Kognito Mental Health. The administrative team has also participated in Behavior Threat Assessment trainings through Broward Schools. In addition to the mandatory School Resource Officer, we have also increased campus surveillance by adding more cameras to cover all areas of the building, including the inside of the classrooms. As usual, we are continuing to conduct our monthly fire drills and our bi-annual evacuation drills. Our school operates with a single point of entry into our building which is locked and requires visitors to be buzzed into the main office. Once buzzed in, visitors must present a governmental issued form of identification which is run through our check-in system. All visitors must then be issued a Visitors Pass at check-in and before entering any student hallways, of course, always with a staff escort. We have several staff members available outside during dismissal to ensure that students enter their vehicles safely and to ensure student safety.

All reporting requirements from the Office of Safe Schools, including: School Environmental Safety Incident Reporting (SESIR) and Florida Safe Schools Assessment Tool (FSSAT) are utilized. All procedures of Broward District Public Schools are followed utilizing the Broward County Public Schools Code of Conduct and BCPS Discipline Matrix as a guide. Student discipline referrals and outcomes are entered in TERMS pursuant to District requirements.

Mental Health as well as social/emotional support is another important factor to ensuring a safe and secure learning environment. All of our teachers and staff have been trained in Youth Mental Health First Aide. In addition, our guidance counselor is easily accessible and readily available to support the social and emotional well-being of our students. Our guidance counselor has begun to do group as well as individual sessions for students who are struggling socially or emotionally.

With all of these efforts, we feel that we have created a very safe and secure learning environment at Somerset Prep.

## **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**

**In the narrative:**

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

The facility has an adequate number of classrooms designed to meet or exceed all pertinent classroom design standards. The facility also includes the following uses: lunchroom and/or multi-purpose spaces, library/media-lab, restrooms, and administrative offices. The facility complies with the Florida Building code pursuant to Section 1013.37, Florida Statutes, and with applicable state minimum building codes pursuant to Chapter 553, Florida Statutes, and state minimum fire protection code pursuant to Section 633.025, Florida Statutes as adopted by the authority in whose jurisdiction the facility is located. Since the school opened, evidence of compliance with applicable facilities laws is seen in the onsite evaluative reports created by the District where it is acknowledged that the school facilities are conducive to a good learning environment.

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

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

## Attachments

### Section 2: FACILITIES

– No Attachments –

## 3. GOVERNANCE, STAFF AND PARENTS

### Section Evaluation

	Final Rating
Meets the Standard Khandia Pinkney, 11/6/19	Partially Meets the Standard
Partially Meets the Standard Maria Yen, 11/14/19	
Meets the Standard Aneatra King, 11/22/19	
Meets the Standard Debbie-Ann Scott, 11/25/19	
Meets the Standard Brenda Santiago, 12/2/19	

**In the narrative:**

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

Somerset Prep utilizes a governance and leadership system that promotes student performance and system effectiveness. The governing board of Somerset Inc. is responsible for the affairs and management of the school and provides continuous oversight of school operations. The Board is committed to the mission of the school and is cognizant of their responsibility to effectively and properly manage public funds. The school implements the governance structure as defined in the Charter contract, By Laws and Articles of Incorporation. In addition, the governing board has contracted with Academica Corporation, an educational service and support organization, to provide the school with: fiscal compliance and support, legal guidance, insurance compliance, human resource support and management, fiscal plant acquisition, maintenance and support, and guidance in federal, state and local regulations.

**Board Roles & Responsibilities:**

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

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

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

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

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

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

**C. Employment/Staffing**

- **Explain how the charter school employs instructional staff that meets state and federal qualifications.**
- **Explain the system that the charter school uses for teacher and administrator evaluations.**
- **Provide the approved and adopted pay for performance plan and salary schedule.**

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

The purpose of Somerset Prep's teacher evaluation system is to increase student learning growth by improving the quality of instruction. The system is founded on a core of effective practices that have been strongly linked to increased student achievement and include the Florida Educator Accomplished Practices, the Florida Consortium Observational Tool and the requirements of Florida Statute 1012.34. Somerset Prep has opted to utilize the state approved Florida Consortium Teacher Evaluation Model. This model and the observation instruments are linked directly to effective teaching practices and the Florida Educator Accomplished Practices.

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

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

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

## **Attachments**

### **Section 3: GOVERNANCE, STAFF AND PARENTS**

– No Attachments –

# ATTACHMENTS: EDUCATIONAL, FINANCIAL AND ORGANIZATIONAL PERFORMANCE

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

### Section Evaluation

Attachments Added Rhonda Stephanik, 12/3/19

Final Rating

Attachments Added

### Attachments

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

1.1	<u>B. FSA 2019 Part 4</u>	Guillen, Athena, 11/1/19 8:07 PM	PDF / 4.711 MB
1.2	<u>B. FSA 2016 Part 3</u>	Guillen, Athena, 11/1/19 8:07 PM	PDF / 5.334 MB
1.3	<u>B. FSA 2017 Part 2</u>	Guillen, Athena, 11/1/19 8:06 PM	PDF / 7.937 MB
1.4	<u>B. FSA 2018 Part 1</u>	Guillen, Athena, 11/1/19 8:06 PM	PDF / 4.262 MB
1.5	<u>C. 2019 EOC GRADE 7 Part 6</u>	Guillen, Athena, 11/1/19 8:05 PM	PDF / 671.511 KB
1.6	<u>C. 2019 EOC GRADE 8 Part 5</u>	Guillen, Athena, 11/1/19 8:05 PM	PDF / 584.909 KB
1.7	<u>C. EOC 2016 GRADE 7 Part 4</u>	Guillen, Athena, 11/1/19 8:04 PM	PDF / 690.269 KB
1.8	<u>C. EOC 2016 GRADE 8 Part 3</u>	Guillen, Athena, 11/1/19 8:04 PM	PDF / 477.327 KB
1.9	<u>C. EOC 2017 GRADE 7 Part 2</u>	Guillen, Athena, 11/1/19 8:03 PM	PDF / 684.302 KB
1.10	<u>C. EOC 2017 GRADE 8 Part 1</u>	Guillen, Athena, 11/1/19 8:03 PM	PDF / 482.569 KB
1.11	<u>D. AMO Standards</u>	Guillen, Athena, 11/1/19 6:52 PM	PDF / 736.165 KB
1.12	<u>E. FLDOE School Grade (Prior 5 Years)</u>	Guillen, Athena, 11/1/19 6:52 PM	PDF / 1.895 MB
1.13	<u>F. FLDOE Report Card</u>	Guillen, Athena, 11/1/19 6:48 PM	PDF / 1.899 MB
1.14	<u>H. Early Warning Systems Data</u>	Guillen, Athena, 11/1/19 4:45 PM	PDF / 1.143 MB

1.15	<u>I. Summary of Progress Monitoring Part 5</u>	Guillen, Athena, 11/1/19 4:23 PM	PDF / 9.998 MB
1.16	<u>I. Summary of Progress Monitoring Part 4</u>	Guillen, Athena, 11/1/19 4:23 PM	PDF / 975.741 KB
1.17	<u>I. Summary of Progress Monitoring Part 3 Most Recent Results AP1</u>	Guillen, Athena, 11/1/19 4:05 PM	PDF / 417.277 KB
1.18	<u>I. Summary of Progress Monitoring Reports Part 2</u>	Guillen, Athena, 11/1/19 4:02 PM	PDF / 8.903 MB
1.19	<u>I. Summary of Progress Monitoring Reports Part 1</u>	Guillen, Athena, 11/1/19 3:52 PM	PDF / 9.417 MB
1.20	<u>N. Fixed Asset Report Reconciled with General Ledger</u>	Guillen, Athena, 11/1/19 3:50 PM	PDF / 3.422 MB
1.21	<u>O. Financial Corrective Action Plan</u>	Guillen, Athena, 11/1/19 3:49 PM	PDF / 728.255 KB
1.22	<u>Q. Projected Five (5) Year Budget 2021-2025 (Tab)</u>	Guillen, Athena, 11/1/19 3:49 PM	XLSX / 603.942 KB
1.23	<u>R. Revenue Estimate Worksheet for 20-21 (Tab)</u>	Guillen, Athena, 11/1/19 3:48 PM	XLSX / 603.943 KB
1.24	<u>S. Student Enrollment Reports Part 2</u>	Guillen, Athena, 11/1/19 2:28 PM	PDF / 229.487 KB
1.25	<u>S. Student Enrollment Reports Part 1</u>	Guillen, Athena, 10/31/19 7:37 PM	PDF / 396.361 KB
1.26	<u>W. Sample of School Newsletters Requesting Parent Involvement Part 3</u>	Guillen, Athena, 10/31/19 7:36 PM	PDF / 274.942 KB
1.27	<u>W. Sample of School Newsletters Requesting Parent Involvement Part 2</u>	Guillen, Athena, 10/31/19 7:36 PM	PDF / 686.306 KB
1.28	<u>T. DISCIPLINE REPORTING (Each Category, Prior 5 Years)</u>	Guillen, Athena, 10/31/19 7:10 PM	PDF / 3.622 MB
1.29	<u>U. Government Board Member Training Certificates Part 2</u>	Guillen, Athena, 10/31/19 7:08 PM	PDF / 402.182 KB
1.30	<u>U. Government Board Member Fingerprint Records Part 1</u>	Guillen, Athena, 10/31/19 7:07 PM	PDF / 255.68 KB
1.31	<u>V. Certification Self Audit</u>	Guillen, Athena, 10/31/19 7:06 PM	PDF / 485.167 KB
1.32	<u>W. Sample of School Newsletters Requesting Parent Involvement Part 1</u>	Guillen, Athena, 10/31/19 7:02 PM	PDF / 243.153 KB
1.33	<u>X. Teacher and Administrator Evaluation Tools or Documentation Verifying Participation in Approved Plan</u>	Guillen, Athena, 10/31/19 6:59 PM	PDF / 102.807 KB

1.34 Y. Pay for Performance and  
Salary Schedule  
Documentation 2019-2020

Guillen, Athena, 10/30/19 6:56 PM

PDF / 98.809 KB

# Recommendation

School Name: **Somerset Preparatory Charter Middle School**

Primary Contact: **Athena Guillen**

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