

CHARTER SCHOOL EDUCATIONAL SERVICES AND SUPPORT AGREEMENT

BETWEEN

SOMERSET ACADEMY, INC

AND

ACADEMICA DADE LLC

ACADEMICA BROWARD LLC

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CHARTER SCHOOL EDUCATIONAL SERVICES AND SUPPORT AGREEMENT

This Agreement to provide Educational Services and Support to Charter Schools is by and between SOMERSET ACADEMY, INC. ("CharterSchoolCorp") on behalf of the charter schools identified on Exhibits B and C ("School") and ACADEMICA DADE LLC, for those schools identified on Exhibit B, and; ACADEMICA BROWARD LLC, for those schools identified on Exhibit C, ("Service Provider").

WHEREAS, CharterSchoolCorp **operates a network of public charter schools and** has contracts (collectively, the "Charters") with certain public school districts in Florida ("Sponsor") to operate School, each of which is identified on Exhibits B and C;

WHEREAS, the School is governed by the Board of Directors of CharterSchoolCorp (the "Board"), an independent Board of Volunteers;

WHEREAS, the Board has complete control over the School, its academic programs, staffing needs, and curricula;

WHEREAS, CharterSchoolCorp desires academic support and related services to ensure that its School is operated in accordance with the requirements of its Charter, all State and Federal laws, as well as all applicable local, municipal and/or county ordinances;

WHEREAS, Service Provider is an educational service provider established to provide professional services and related support to public charter schools;

WHEREAS, it is Service Provider's mission to ensure that the vision of the Board is faithfully and effectively implemented and to ensure the autonomy and governing authority of the Board;

WHEREAS, the Board is responsible for the management and operation of the School in accordance with the Charter and Florida law;

WHEREAS, Service Provider's officials are familiar with governmental agencies and requirements needed to establish and operate public charter schools including the Schools, as well as the requirements of the Charter, of all State and Federal authorities, and of the local municipal and/or county government(s) which may be applicable to the operation of the School;

WHEREAS, Service Provider's officials are familiar with the various local, state and/or federal funding sources for charter school programs and have successfully obtained grants and other forms of revenue and financing for various charter school programs;

WHEREAS, Service Provider works with networks of charter schools and has found there are benefits to establishing charter school cooperatives and sharing best-practices and resources, including methods of reporting, record-keeping and accountability systems; and

WHEREAS, CharterSchoolCorp and Service Provider enter into this Agreement for the purpose of having Service Provider provide the academic support services and related administrative services identified in this Agreement to the School;

NOW THEREFORE, the parties to this Agreement agree as follows:

DUTIES OF SERVICE PROVIDER:

1. Recitals: The foregoing recitals are true, correct and incorporated herein by this reference.

2. Engagement

CharterSchoolCorp engages Service Provider to provide the support and administrative service set forth herein to the School (all schools on Exhibit B and C). Service Provider accepts such engagement pursuant to the terms of this Agreement. CharterSchoolCorp's entire network is identified on Exhibit B and C. The parties may add or remove schools from the list of schools receiving Service Provider's services by amending Exhibit B and C in a writing signed by both parties.

3. Duties

As authorized by the Board, Service Provider will coordinate the educational and administrative services required to support the School. Service Provider will report to the Board and advise it of the systems established for administrative duties, including those related to initial setup and the ongoing operational budget. Service Provider will comply with all Board and School policies and procedures, the Charter, and with all applicable state and federal rules and regulations. Service Provider's services will include: identification of potential school-sites; assistance with staff recruitment; assistance with human resource coordination; regulatory compliance; legal and corporate upkeep; and assistance with the maintenance of the books and records of the School and CharterSchoolCorp as well as bookkeeping, budgeting and financial forecasting. The Board will review all recommendations made by Service Provider and act upon them in the manner the Board decides.

4. Board of Directors Meetings

Service Provider will assist in the coordination of and attend the meetings of the Board. Unless otherwise instructed by the Board, Service Provider shall maintain the minutes and records of those meetings

and ensure that the School complies with the requirements of State law and the Charter regarding such meetings and record keeping.

5. Record Keeping

Service Provider will maintain the records of the School at the location designated by the Board, and in compliance with the State and Charter requirements for record keeping. In addition, Service Provider will ensure that designated on-site School staff receive proper training by the Sponsor's appropriate departments for student/school record keeping through its designated Management Information Services (MIS) programs and proper training regarding public records.

6. Bookkeeping

The Service Provider will work with and serve as liaison to any accounting firm selected by the Board to ensure the accuracy and timeliness of the financial reporting, record keeping, and audits required by the Charter and State law.

7. Staff Administration

CharterSchoolCorp or Board and/or its delegate will make all hiring decisions for the School and CharterSchoolCorp in accordance with law. Service Provider shall not be considered a delegate of CharterSchoolCorp or Board for this purpose. Service Provider will assist the Board in the identification, solicitation, and/or recruitment of qualified principals, teachers, paraprofessionals, administrators and other staff members and education professionals to be employed at or by School. School employees shall not be employees of Service Provider. School employees shall only be removed, dismissed, or transferred with approval of the Board or its delegate. The Board shall decide whether to use a professional employee management company and the method of human resource management, if any.

The teachers employed by the School will be certified as required by Chapter 1002.33, Florida Statutes. Skilled selected non-certified personnel may also be employed by or at the School to assist instructional staff members as teachers' aides in the same manner as defined in Chapter 1002.33, Florida Statutes and Florida Charter School Legislation. At the request of the Board, Service Provider will, assist in the preparation of employment contracts for review and approval by the Board or its delegate. Upon Board request, Service Provider will propose a professional employer organization to the Board which can perform the human resource outsourcing services for the School. If the Board, in its discretion, approves a professional employer organization and/or human resource outsourcing provider, Service Provider will

assist in the coordination of these services. Service Provider will act as the liaison for the School vis-à-vis the professional employer organization. All School based employees will be employees of CharterSchoolCorp, and shall be assigned to the School, and may only be removed, dismissed, or transferred with approval of CharterSchoolCorp, the Board and/or its delegate.

8. Financial Projections and Financial Statements

Service Provider will prepare and present to the Board in a timely manner for review and approval annual budgets and financial forecasts for the School. The School will use the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, or shall utilize GAAP Accounting, and/or other applicable guidelines as a means of codifying all transactions pertaining to financial operations as required by law and the Charter. The Board shall annually adopt and maintain an operating budget. The Board, based on recommendations made by a certified public accounting firm, will adopt accounting policies and procedures. Service Provider will timely prepare, for the review and approval of the Board, any required regular unaudited financial statements including a statement of revenues and expenditures and changes in fund balances, in accordance with generally accepted accounting principles to be delivered to the Sponsor. These financial statements will be provided in advance of the deadline for submission of such reports to the Sponsor. CharterSchoolCorp will provide the Sponsor with annual audited financial reports as required by the Charter. These reports will be prepared by a qualified independent, certified public accounting firm. Service Provider will provide the regular unaudited financial statements, books and records to the auditor for review in connection with the preparation of the annual audited financial¹³² reports. The reports shall include a complete set of financial statements and notes prepared in accordance with the Charter and generally accepted accounting principles, for inclusion in the School's annual financial statements, and formatted by revenue source and expenditures, and detailed by function and object.

9. Designated Contact Person

The designated contact person of Service Provider shall be Fernando Zulueta. An alternate contact person shall be Maggie Fresen.

10. Grant Solicitation

In consultation with the Board, and with Board approval, Service Provider will solicit grants available for the funding of the School from the various government, private and institutional sources

which may be available. Such grants may include, but are not limited to federal grants programs and various continuation grants for charter schools.

11. Financing Solicitation and Coordination

If authorized by the Board, Service Provider will coordinate obtaining financing from private and public sources for loans desired by the Board.

12. Other Funding Sources

If authorized by the Board, Service Provider will coordinate the solicitation of Capital Outlay Funds, if available, from the appropriate state and/or local agencies. Similarly, as authorized by the Board, Service Provider will coordinate the solicitation of other available state, federal, or local government funds earmarked for schools and/or facilities development, improvement, or acquisition, as well as other sources of funding that may become available to charter schools from time to time.

13. Annual Reporting

Service Provider will coordinate the preparation of any Annual Report(s) required by the Charter or by law for the School. The Report will be submitted to the Board for approval, Service Provider will coordinate the delivery and review process established by the Sponsor and Charter School legislation for the Annual Report.

14. Student Assessment

Upon the approval of the Board, Service Provider will coordinate a student assessment methodology, independent from State and/or Sponsor required assessments, and retain on behalf of CharterSchoolCorp professionals to administer and evaluate results. Service Provider will provide the Board with proposals from professionals offering to provide assessment and student evaluation services for Board approval.

15. School Board Representation

Service Provider will serve as a liaison with the Sponsor and its officials on behalf of the School. Service Provider's representatives will attend required meetings and public hearings; will facilitate communications between the School and the Sponsor; and, will present or advocate positions reviewed and approved by the Board.

16. Governmental Compliance

Service Provider will advise CharterSchoolCorp and School regarding compliance with state regulations and reporting requirements of the School. In addition, Service Provider will advise the CharterSchoolCorp and School regarding compliance with the Sponsor's Disclosure, Verification and Affirmation of Fulfillment of Board Requirements Form, a current version of which is attached as Exhibit A. Service Provider will also advise CharterSchoolCorp and School regarding the School's compliance with its Charter, the terms of which are incorporated by reference.

17. Charter Renewal Coordination

Service Provider will advise CharterSchoolCorp regarding the renewal of the Charter, coordinate the renewal with the Sponsor, and assist the Board and School to complete the renewal process on a timely basis. Service Provider will negotiate the terms of the renewal Charter with the Sponsor, inform the Board of the progress of those negotiations, notify the Board of any renewal provisions which modify or alter the terms of the existing Charter, and obtain Board approval of any negotiating strategy and of the terms of the renewal Charter.

18. Curriculum Development

As authorized by the Board, Service Provider shall identify and or develop curricula in connection with the operations of the School and the vision of the Board in a manner that complies with applicable federal, state and local laws and regulations. All curricula shall be approved by the Board prior to use.

19. Pre-School, After-Care, Early Drop-Off

Service Provider shall identify and/or develop Pre-School, After-Care, and/or Early Drop-Off programs that may be offered as services ancillary to, but separate from the operations of the School. These programs are not encompassed by the Charter. Accordingly, the School may elect not to offer these programs directly, but rather to authorize Service Provider to do so. In furtherance of that, Service Provider will retain the necessary operators to provide the underlying services to the parents and students desiring them. Service Provider will coordinate the provision of those services directly where applicable and establish agreements to reimburse the School for the use of the facilities, utilities, cleaning services and other costs consumed or incurred by those uses. Service Provider and/or the selected service providers shall be the direct primary supplier to the parents and students of those ancillary services and will indemnify and hold harmless the

School for any liability resulting from them. All terms and conditions for these programs, including financial terms, operating procedures, and ownership, shall be subject to Board review and approval.

20. School-Site Identification

Service Provider shall coordinate with the Board for the purpose of identifying CharterSchoolCorp's school-site and facilities needs from year-to-year. Service Provider shall assist the Board in identifying potential new school sites and potential expansion of existing sites and facilities. Service Provider may identify and solicit investors to acquire and/or develop school sites and facilities for lease or use by CharterSchoolCorp. Where such investors are related to Service Provider or its principals, such relationship will be disclosed to the Board. At the Board's request, Service Provider shall recommend qualified professionals, who the Board may retain, in the fields of school design, architecture, and engineering, as well as professionals in the areas of development and construction, for the expansion, design, development, and/or construction of new and/or existing school sites.

21. Systems Development

Service Provider will identify and develop a school information system to be used in connection with the administration and reporting system for the School. This includes, but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services. All such systems must be reviewed and approved by the Board.

TERM OF AGREEMENT

22. Initial Term

Unless otherwise terminated as provided in Section 24, the term of this Agreement shall be five (5) years, commencing July 1, 2016 through June 30, 2021 ("Initial Term"), except as otherwise set forth for any specific school on Exhibit B or C. The Commencement Date shall be deemed to be July 1 of the initial year of the Agreement, although the parties recognize that Service Provider has provided services to the Board in connection with the School and Charter before this date.

At the conclusion of the final term of this Agreement, CharterSchoolCorp shall have the option to renew this contract with Service Provider.

23. Renewal

At the expiration of the Initial Term, or any Renewal Term thereafter, this Agreement shall be renewed for an additional Renewal Term of five (5) years unless terminated by the Board pursuant to Section

24. Service Provider agrees to renew this Agreement at CharterSchoolCorp's option on the then-current terms and conditions unless there has been an uncured material breach hereunder by CharterSchoolCorp, after 60 days written notice of such breach and demand for cure.

24. Termination

- A. In the event of a breach of this Agreement by either party, the non-breaching party shall give the other party written notice of such breach and sixty (60) days to cure such breach. "Breach" shall be defined as a material breach of this Agreement by Service Provider or CharterSchoolCorp; the failure of Service Provider to provide educational support and related services sufficient to operate the School in a manner that complies with the standards of the Sponsor; any debarment of or similar action against Service Provider by any governmental entity; or any action or conduct by Service Provider or its principals that may bring disrepute to the School or Board (e.g., any arrest or conviction for a crime of moral turpitude or any felony) or that may endanger or materially lessen the health, safety or welfare of students. If the Sponsor terminates or materially changes the Charter, either CharterSchoolCorp or Service Provider may upon thirty (30) days written notice terminate this Agreement without penalty or liability of any kind to either party.
- B. If the Sponsor materially changes a part of the Charter, the CharterSchoolCorp or Service Provider may upon thirty (30) days written notice terminate any corresponding part of this Agreement without penalty or liability of any kind to either party.
- C. Termination rights established in this section 24 shall apply equally to each school listed on Exhibit B and C. CharterSchoolCorp may terminate this Agreement in its entirety, for any individual school, or for any number of Schools listed on Exhibit B and C.
- D. Either party may terminate this Agreement, in its entirety or for any individual school or group of schools in Exhibit B and C, at any time and for any reason, and without cause, upon providing the other party 90 days' written notice of termination. In the event of termination of this Agreement, in whole or in part, for any reason, the compensation to be paid by CharterSchoolCorp to Service Provider under this Agreement shall be pro-rated.

COMPENSATION

25. Service Fee

CharterSchoolCorp shall pay Service Provider a "Service Fee" of four hundred fifty dollars (\$450) per student Full Time Equivalent (FTE) per annum during the term of this Agreement, unless terminated, provided CharterSchoolCorp receives such funds. The Service Fee shall be payable in equal monthly installments, provided that CharterSchoolCorp shall have no obligation to pay such Service Fee before receiving its FTE funding from the Sponsor or the State of Florida, in which event the monthly installments shall accrue until funding is received. The Service Fee may be adjusted annually at each anniversary of this Agreement based on the change in the prior year's Consumer Price Index or on the basis of the year to year percentage change in the per student Full Time Equivalent (FTE) funding provided to the school under the law, whichever is less, but in no event shall any adjustment reduce the Service Fee below the initial level of four hundred fifty dollars (\$450) per student FTE per annum as stated above. Service Provider, in its discretion, may waive any annual adjustment and, upon request, will provide such documentation as may be reasonably requested by CharterSchoolCorp to support any waiver of an annual adjustment.

26. Additional Services

Service Provider may provide additional services not covered under this Agreement as requested and approved the Board in writing. This may include services that are not within the regular course of running the School, including but not limited to special projects, litigation coordination, and land use coordination. Such projects may include the engagement, upon written approval and at the expense of CharterSchoolCorp, of other professionals or consultants who may be independent from Service Provider or part of Service Provider's network of consulting professionals.

27. Reimbursement of Costs

Service Provider may be reimbursed for actual costs incurred in connection with travel, lodging, and food, attending required conferences and other events on behalf of the School, provided that the Board shall give prior written approval for such cost.

28. Incurred Expenses

Pursuant to the agreement of the Board and Service Provider, Service Provider, in its discretion, may defer some or all of the service fees and/or costs for additional services and/or reimbursements due hereunder from one fiscal year to the next, which will be duly noted in the schools financial records.

OTHER MATTERS

29. Conflicts of Interest

No officer, shareholder, employee or director of Service Provider may serve on the Board. Service Provider will comply with the Conflicts of Interest rules set out in the Charter. In addition, if there exists some relationship between Service Provider, its officers, directors or principals and any other person or entity providing goods or services to the School, Service Provider shall disclose the relationship to the Board.

30. Insurance and Indemnification

Service Provider shall carry liability insurance and indemnify the School for acts or omissions of Service Provider, its officers, directors, employees, agents, or assigns. Service Provider agrees to provide, upon request of the Board, certificates evidencing such insurance and naming CharterSchoolCorp, and its Board as additional insured. In the event CharterSchoolCorp and/or School shall, without fault on its part, be made a party to any litigation commenced by or against Service Provider, whether founded in tort, contract, or otherwise, then Service Provider shall protect and hold CharterSchoolCorp and/or School, as applicable, harmless and shall pay all costs, expenses, and attorney's fees incurred by School in connection with such litigation including any appeals. CharterSchoolCorp and School shall carry liability insurance and indemnify the Service Provider for acts or omissions of CharterSchoolCorp and School, its officers, directors, employees, agents, or assigns. School agrees to provide, upon request of the Service Provider, certificates evidencing such insurance and naming Service Provider as additional insured. In the event Service Provider shall, without fault on its part, be made a party to any litigation commenced by or against School, whether founded in tort, contract, or otherwise, then School shall protect and hold Service Provider harmless and shall pay all costs, expenses, and attorney's fees incurred by Service Provider in connection with such litigation including any appeals.

Notwithstanding the above, nothing in this provision shall operate to release either the Service Provider or the School from its own affirmative duties with respect to this Agreement, and neither party is obligated to indemnify the other party for the other party's wrongful or tortious conduct. Notwithstanding any other term in this Agreement, this Agreement and all provisions contained herein shall be subject to and governed by Section 768.28, Florida Statutes, as amended, and by the School's rights and protections under that statute.

31. Miscellaneous

(1) Neither party shall be considered in default of this Agreement if the performance of any part or all of this Agreement 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 unusual expense.

(2) This Agreement shall constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing, and said written modification(s) shall be executed by both parties. Any amendment to this Agreement shall require approval of the Board.

(3) Neither party shall assign this Agreement without the written consent of the other party;

(4) No waiver of any provision of or default under this Agreement shall be deemed or shall constitute a waiver of any other provision or default unless expressly stated in writing.

(5) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Agreement and all such provisions shall remain in full force and effect.

(6) This Agreement is not intended to create any rights of a third party beneficiary.

(7) This Agreement is made and entered into in the State of Florida and shall be interpreted according to and governed by the laws of that state, without regard to its conflicts of laws rules. Any action arising from this Agreement, shall be brought in a court in Miami-Dade County, Florida.

(8) In the event of a dispute arising from this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs.

(9) Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

Service Provider
6340 Sunset Drive
Miami, Florida 33143

Somerset Academy Inc.
20801 Johnson Street
Pembroke Pines, FL
Attn: President

(10) The headings in the Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.

(11) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

(12) Each of the persons executing this Agreement warrants that such person has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

THIS AGREEMENT was approved at a meeting of the Board of Directors of Somerset Academy Inc. held on the _____ day of _____, 2016. At that meeting, the undersigned Director or officer of CharterSchoolCorp was authorized by the Board to execute a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

SOMERSET ACADEMY INC

By: 

Date: 6/20/2016

Lourdes Isla Marrero, Governing Board Chair

ACADEMICA DADE LLC

ACADEMICA BROWARD LLC

By: 

Fernando Zulueta, Authorized Signor

Date: 6/20/2016

Disclosure Verification and Affirmation of Fulfillment of Board Requirements

I recognize that all information submitted with this disclosure form or gathered by Miami-Dade County Public Schools as a result of this disclosure becomes a matter of public record, subject by law to disclosure upon request to members of the general public. I will hold Miami-Dade County Public Schools, its School Board, staff, employees or authorized agents harmless from liability for the disclosure of any information it reasonably believes is true based upon my representations or resulting from this process.

I understand that if I am appointed, I will be required to comply with all governing board requirements as stipulated in Florida Statutes Section 1002.33 and as stipulated in the charter school contract. Governing board requirements include, but are not limited to:

1. annually adopting and maintaining an operating budget and submitting it to Sponsor by designated timeline (F.S. Section 1022.33(9)(h));
2. exercising continuing oversight over the charter school's operations (F.S. Section 1022.33(9)(i));
3. ensuring that the charter school has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to s. 1002.345(2) (F.S. Section 1022.33(9)(j)(1));
4. reviewing and approving the audit report, including audit findings and recommendations for the financial recovery plan, if any; (F.S. Section 1022.33(9)(j)(2));
5. monitoring a financial recovery plan, if any, in order to ensure compliance (F.S. Section 1022.33(9)(j)(3)(b));
6. participating in governance training approved by the Florida Department of Education which must include government in the sunshine, conflicts of interest, ethics, and financial responsibility (F.S. Section 1022.33(9)(j)(4)) and SBE Rule 6A-6.0784;
7. reporting the progress of the charter school annually to its sponsor (F.S. Section 1022.33(9)(k));
8. appearing before the sponsor or the sponsor's staff at least once a year to present information concerning each contract component having noted deficiencies if the charter school receives a school grade of "D" under s. 1008.34(2) (F.S. Section 1022.33(9)(n));
9. submitting to the sponsor for approval a school improvement plan to raise student achievement and to implement the plan (Contract Section III, C);
10. adopting policies establishing standards of ethical conduct for instructional personnel and school administrators. The policies must require all instructional personnel and school administrators, as defined in s. 1012.01, to complete training on the standards; establish the duty of instructional personnel and school administrators to report, and procedures for reporting, alleged misconduct by other instructional personnel and school administrators which affects the health, safety, or welfare of a student; and include an explanation of the liability protections provided under ss. 39.203 and 768.095. (F.S. Section 1022.33(12)(g)(3));
11. complying with Florida Code of Ethics for Public Officers and Employees and Sponsor's ethics rules (Contract Section I, B, (19)); (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);
12. defining and refining policies regarding educational philosophy, and overseeing assessment and accountability procedures to assure that the school's student performance standards are met or exceeded (Contract Section VI, C);
13. ensuring that before employing instructional personnel or school administrators in any position that requires direct contact with students, the charter school conducts employment history checks of each of the personnel's or administrators' previous employers, screen the

Exhibit A

14. instructional personnel or school administrators through use of the educator screening tools described in s. 1001.10(5), and document the findings (F.S. Section 1022.33(12)(g)(4));
15. not appointing, employing, promoting, or advancing or advocating advancement in or to a position in the charter school of someone who is a relative (F.S. Section 1022.33(24)(b));
16. being subject to Florida Statutes Sections 112.313(2), (3), (7), and (12) and 112.3143(3) relating to standards of conduct for public officers and voting conflicts (F.S. Section 1022.33(25)(a));
17. complying with and following the provisions of the school's corporate by-laws (Contract Section II, C (21));
18. being accountable to the school's students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluating, and reporting (Contract Section VI, E);
19. being fingerprinted by the Sponsor within thirty (30) days of appointment to the governing board (Contract Section VI, G);
20. acting as the school's fiscal agent and being involved from the inception in administrative functions, pursuant to such rules and policies as are developed by the governing board (Contract Section VI, G);
21. not being an employee of the school while a member of the governing body (Contract Section VI, L);
22. not receiving compensation, directly or indirectly, from the school's operations, including but not limited to grant funds (Contract Section VI, M);
23. ensuring that governing board meetings take place locally and in a physical location and facility that is easily accessible to the school's parents, students and employees, are publicized in advance to the school community and are open to the public pursuant to Fla. Stat. § 286.011 (the Sunshine Law) (Contract Section VI, O);
24. ensuring that notices of all governing board meetings are posted at the School, at the location of the meeting, and at the M-DCPS Citizen Information Center at least five (5) days prior to the meeting (Contract Section VI, R);
25. not permitting employees of the management company, if any, nor members of the management company's employees' families, as defined in School Board Rule 6Gx13-4A-1.18, Assignment – Members of the Same Family, to be members of the School's governing board or serve as officers of the Corporation (Contract Section VII, C);
26. striving affirmatively to provide equal opportunity in employment (Contract Section VIII, A, 2).
27. complying with the requirements of Section 1002.33 (24), Florida Statutes regarding the prohibition of the appointment or employment to a position in a charter school if such appointment or employment has been advocated by personnel who exercise control or authority over the charter school and who is a relative of the individual or if such appointment or employment is made by the governing board of which a relative of the individual is a member.

I understand that it is my obligation to notify the Charter School and Charter School Operations for Miami-Dade County Public Schools should any information provided change. I also affirm awareness of all governing board requirements as stipulated above, in Florida Statutes Section 1002.33 and as stipulated in the charter school contract and promise to fulfill them.

My signature below certifies that all information provided in this disclosure is true and complete.

Signature

Date



SCHOOL NAME	LOCATION CODE	TERM LENGTH	COMMENCEMENT DATE	EXPIRATION DATE	COUNTY
Somerset Academy (Miami-Dade)	0520	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy Middle School (Miami-Dade)	6004	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy (Silver Palms)	0332	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy High School (Miami-Dade)	7042	5 years	July 1, 2016	June 30, 2021	Dade
Somerset City Arts Academy	2012	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy South Miami Elementary School	2007	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy South Miami Middle School	6053	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy Charter Elementary School (South Homestead)	0339	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy Charter Middle School (South Homestead)	6013	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy Charter High School (South Homestead)	7034	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy Gables (f/k/a Somerset Academy Grace)	5008	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy Silver Palms at Princeton (f/k/a Somerset Preparatory Academy at Silver Palms)	4012	5 years	July 1, 2016	June 30, 2021	Dade

Somerset Oaks Academy	3033	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy Bay	5062	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy Bay Middle School	6128	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Preparatory Academy Sunset	5002	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Palms Academy	5015	3 years	July 1, 2018	June 30, 2021	Dade
Somerset Academy Kendall	4037	3 years	July 1, 2018	June 30, 2021	Dade
Somerset Preparatory Academy Middle School (Homestead)	6046	2 years	July 1, 2019	June 30, 2021	Dade
Somerset Preparatory Academy High School (Homestead)	7242	2 years	July 1, 2019	June 30, 2021	Dade
Somerset Preparatory Academy (Homestead)	TBD	1 year	July 1, 2020	June 30, 2021	Dade

SCHOOL NAME	LOCATION CODE	TERM	COMMENCEMENT DATE	EXPIRATION DATE	County
BROWARD COUNTY					
Somerset Academy	5141	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Middle School	5151	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy High School	5221	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Arts Conservatory	5396	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy (Miramar Campus)	5405	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Middle School (Miramar Campus)	5406	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy High School (Miramar Campus)	5007	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Neighborhood School	5021	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy (Davie)	5211	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy East Preparatory	5391	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Village	5002	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Village Charter Middle School	5004	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Pines Academy (St. Elizabeth)	5030	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Preparatory Charter Middle School	5441	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Preparatory Academy Charter School at North Lauderdale	5003	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Preparatory Academy Charter High School at North Lauderdale	5006	5 years	July 1, 2016	June 30, 2021	Broward

Somerset Academy Pompano	5388	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Miramar South	5054	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Riverside Charter School (f/k/a Somerset Academy Hollywood)	5387	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Riverside Charter Middle School (f/k/a Somerset Academy Hollywood Middle School)	5419	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Key Middle School (f/k/a Somerset Academy Pompano Middle)	5413	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Key Charter High School	5224	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Elementary South	5263	3 years	July 1, 2017	June 30, 2021	Broward
Somerset Academy Parkland	TBD	1 year	July 1, 2020	June 30, 2021	Broward
PALM BEACH COUNTY					
Somerset Academy Boca	3413	5 years	July 1, 2016	June 30, 2021	Palm Beach
Somerset Academy Boca Middle	4041	5 years	July 1, 2016	June 30, 2021	Palm Beach
Somerset Academy Canyons Middle School	4012	5 years	July 1, 2016	June 30, 2021	Palm Beach
Somerset Academy Canyons High School	4013	5 years	July 1, 2016	June 30, 2021	Palm Beach

Somerset Academy Lakes Charter School	4091	5 years	July 1, 2016	June 30, 2021	Palm Beach
Somerset Academy JFK Charter School	3395	4 ½ years	January 1, 2017	June 30, 2021	Palm Beach
Somerset Academy Wellington f/k/a Somerset Academy of the Arts	4031	2 years	July 1, 2019	June 30, 2021	Palm Beach
DUVAL COUNTY					
Somerset Academy (Eagle Campus)	1251	5 years	July 1, 2016	June 30, 2021	Duval
Somerset Academy Charter Middle School (Eagle Campus)	1261	5 years	July 1, 2016	June 30, 2021	Duval
ST. LUCIE COUNTY					
Assignment and Consent Approval Dates: CPATC, Inc – <i>August 1, 2013</i> ; School Board – <i>May 27, 2014</i> ; Somerset Inc. – <i>September 26, 2013 and July 22, 2014</i>					
Somerset College Preparatory Academy of the Treasure Coast	0712	5 years	July 1, 2016	June 30, 2021	St. Lucie
Somerset Academy St. Lucie	0703	4 years	July 1, 2017	June 30, 2021	St. Lucie
Somerset Academy Bethany	TBD	1 year	July 1, 2020	June 30, 2021	St. Lucie
MONROE COUNTY					
Somerset Island Preparatory (f/k/a Key West Collegiate School)	0382	2 years	July 1, 2019	June 30, 2021	Monroe