

Education
Mercedes Toural, Associate Superintendent

SUBJECT: REQUEST FOR SCHOOL BOARD APPROVAL OF THE SECOND AMENDMENT TO THE CHARTER SCHOOL CONTRACTUAL AGREEMENT WITH DORAL ACADEMY HIGH SCHOOL, INC. ON BEHALF OF DORAL ACADEMY HIGH SCHOOL

As per Section 228.056(10)(c), Florida Statutes, a charter school contractual agreement may be modified during its initial term or any renewal term upon the recommendation of the Sponsor and the approval of both parties to the agreement.

Doral Academy High School is located at 11100 NW 27 Street, Miami, Florida 33172 and 2601 NW 112 Avenue, Miami, Florida 33172, contiguous properties. The school currently serves a maximum of 400 students in grades nine and ten and will add grades eleven and twelve in subsequent years with corresponding cap increases. The original charter school contractual agreement was approved by The School Board of Miami-Dade County, Florida, on May 16, 2001, for a ten-year term through June 30, 2011.

Doral Academy High School, Inc. has requested a second amendment which allows the enrollment cap to be increased from 600 to 975 students for the 2002-2003 school year. For school year 2003-2004, the enrollment cap will be increased to 1,800 students and maintained through 2011.

The Charter School Contract Review Committee met on May 3, 2002, and by a majority vote made a recommendation for the approval of the second amendment to the charter school contractual agreement.

Doral Academy High School is open to any student in grades nine through twelve residing in Miami-Dade County. District schools in close proximity to the charter school include:

School	Student Population	Percentage Utilization (Permanent Capacity)	Percentage Utilization (Permanent and Relocatable Program Capacity)	Number of Relocatables
Hialeah Sr.	3,485	174	132	40
Miami Coral Park Sr.	4,060	164	112	47
Miami Springs Sr. (school on double sessions)	3,610	167	125	26

Source: M-DCPS Report T0500P08-R1 dated 4/27/02

The Board of Directors for Doral Academy High School is: Mr. Jose R. Perez, Chairperson; Mr. Victor Barroso, Vice Chairperson; Ms. Alejandra Abello, Member; Ms. Gabrielle Alvarez, Member; Ms. Ana M. Carbonell, Member; Ms. Millie Fresen, Member; Mr. Francisco J. Leon, Member; Mr. Rolando Llanes, Member; and Ms. Leticia Milian, Member.

A copy of the second amendment to the Charter School Contractual Agreement will be placed on file and will be available for inspection in the School Board Members' office, in the Office of Board Recording Secretary, and in the Citizen Information Center.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, approve the second amendment to the Charter School Contractual Agreement with Doral Academy High School, Inc. on behalf of Doral Academy High School, beginning with the 2002-2003 school year to:

1. increase the enrollment cap from 600 to 975 students for school year 2002-2003; and
2. increase the enrollment cap from 800 to 1,800 students for school years 2003-2011.

MB:dcr

SECOND AMENDMENT TO CHARTER SCHOOL CONTRACT

THIS SECOND AMENDMENT TO THE CHARTER SCHOOL CONTRACT (“AMENDMENT”) entered into as of the 11th day of July 2002, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA (“SPONSOR”) and DORAL ACADEMY HIGH SCHOOL, INC. on behalf of DORAL ACADEMY HIGH SCHOOL, (“SCHOOL”)

RECITALS

A. The Sponsor and School entered into that certain Charter School Contract dated as of May 17th, 2001 (the “Charter School Contract”), whereby the Sponsor agreed to permit the School to operate a charter school pursuant to Florida Statutes.

B. The Sponsor and School now desire to amend the Contract to provide for the terms and conditions set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom and of the respective mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Part III. A. (2) of the Contract is hereby amended, and substituted in its place and stead is the following:

PART III. STUDENTS

A. DEFINITION OF STUDENTS

(2) The School will be open to students in Grades 9 - 12 (approximate ages 14-18) who would qualify to attend a regular Miami-Dade County public school. The School will not discriminate on the basis of race, religion, or national or ethnic origin in the admission of students.

The School will give enrollment preference to siblings of a student enrolled in the School, and sons or daughters of employees or members of the governing board of the School. Additionally, the School may provide enrollment preference on the basis of a student's proximity to the School, as provided for in §228.056, Fla.Stat. (2001), Charter Schools. Following is the student enrollment breakdown by year:

Year 2: 2002-2003 - Grades 9-11 - up to 975 students

Years 3-10: 2003-2011 - Grades 9-12 - up to 1,800 students

The aforementioned enrollment capacity will be contingent on the student capacity limit stated on the valid certificate of occupancy for the school facility issued by the local governmental agency in whose jurisdiction the facility is located.

In order to minimize the negative impact to district schools that are underenrolled and located in the School's targeted enrollment area, the parties agree to limit the enrollment from such schools as follows:

Percentage of utilization of permanent and relocatable program capacity of students' home school	Maximum overall number of students to be admitted by charter school from underenrolled schools
99% to 90%	Up to 50 students
89% to 80%	Up to 40 students
79% to 70 %	Up to 30 students
69% to 60 %	Up to 20 students
Below 60 %	Up to 10 students

2. Part IV.A. (4) of the Contract is hereby amended, and substituted in its place and stead is the following:

PART IV. FINANCIAL ACCOUNTABILITY

A. ADMINISTRATIVE MANAGEMENT

(4) The Sponsor shall calculate and submit nine (9) monthly payments to the School by the 15th of each month beginning with September 15th immediately following the opening of school. In order to provide educational materials for students when classes begin, the first payment shall include 75% of the full annual allocation of instructional materials based on membership after the first week of school. The tenth and final payment for each school year shall be submitted to the School no later than July 15th to allow the Sponsor to determine any final amounts due the Sponsor for services provided the School as well as for administrative oversight. Late payments are subject to interest at the rate of 1% per month calculated on a daily basis until paid. The Sponsor will cooperate and assist the School, as required by Florida Statutes, to obtain capital outlay funding for which the School is eligible. Procedures for submitting and approving requests for funding under Section 228.0561, F.S., Charter Schools Capital Outlay Funding are hereby incorporated into this Contract as Appendix L. Monthly payments shall not be paid for students in excess of the facility's valid capacity.

3. Part IV.C. (3) of the Contract is hereby amended, and substituted in its place and stead is the following:

PART IV. FINANCIAL ACCOUNTABILITY

C. FACILITIES

(3) The School will be located at 11100 Northwest 27th Street, and 2601 NW 112th Avenue, Miami, Florida 33172 (contiguous properties).

The parties agree that at no time during the length of this Contract the School will enroll more students at the charter school facility than is permitted by zoning capacity, applicable laws and regulations.

4. All other conditions of the Contract shall remain the same and are hereby ratified and confirmed.

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

ATTEST:

DORAL ACADEMY HIGH SCHOOL, INC.

By: _____
Secretary

By: _____
President

ATTEST:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

By: _____
Merrett R. Stierheim, Superintendent

By: _____
Perla Tabares Hantman, Chair

APPROVED AS TO FORM:

Attorney for the Board

Appendix L

Procedures for Submitting and Approving Requests for Funding under Section 228.0561, F.S., Charter Schools Capital Outlay Funding

Miami-Dade County Public Schools' (M-DCPS) procedures for submitting and approving requests for funding under Section 228.0561, F.S., Charter Schools Capital Outlay Funding, will be subject to the guidelines stipulated in memorandum DPBM: 01-58, dated December 6, 2000, from Mr. Wayne V. Pierson, Deputy Commissioner for Planning, Budgeting and Management, Florida Department of Education (FDOE). This attached memorandum includes:

- procedures developed by the FDOE pursuant to Section 228.0561 (4), F. S.; Charter Schools Capital Outlay Funding;
- definition of terms;
- Charter School Capital Outlay Plan form;
- sample Charter School Capital Outlay Plan form; and
- Statewide Charter School Capital Outlay Distribution for school year 2000-2001, calculated by the FDOE.

M-DCPS will follow the process delineated below in approving capital outlay plans, and distributing capital outlay funds to charter schools sponsored by The School Board of Miami-Dade, Florida:

1. Using the State-issued form, each charter school must submit a Charter School Capital Outlay Plan to the office of the M-DCPS Chief Financial Officer for his/her review and approval. Charter School Capital Outlay Plans for school years subsequent to the 2000-2001 school year, shall be submitted to the district upon State notification to the charter school of the Charter School Capital Outlay distribution for that school year. The plan must contain information on all capital outlay projects the charter school has completed, or expects to complete, with the capital outlay funds. A charter school may include more capital projects in its plan than can be funded from the anticipated capital outlay allocation.
2. The Charter School Capital Outlay Plan must be signed by the Chairperson of the charter school's governing body. A copy of the charter school's annual budget, adopted by its board of directors, shall be submitted to M-DCPS, the sponsor, along with the Charter School Capital Outlay Plan.
3. Approval of the Charter School Capital Outlay Plan by the charter school's governing body must be documented in the official minutes of the meeting in which

the governing body approved the plan. The minutes must be certified by both the Chairperson and Secretary of the governing body and submitted to the M-DCPS Chief Financial Officer with the Charter School Capital Outlay Plan.

4. Upon receipt of a complete Charter School Capital Outlay Plan from a charter school, the M-DCPS Chief Financial Officer will convene a committee to review, and accept or reject each Charter School Capital Outlay Plan. The committee may reject a project without rejecting the entire plan. The Charter School Capital Outlay Plan Review Committee will be made up by the following M-DCPS staff members:
 - a. Chief Facilities Officer or designee
 - b. Chief Financial Officer, Chair
 - c. Chief Budget Officer or designee
 - d. Controller or designee
 - e. Administrative Director, Division of Schools of Choice or designee
5. Each charter school will be notified in writing of the Charter School Capital Outlay Plan Review Committee's decision, within 10 working days of receiving a complete plan.
6. A charter school may request a distribution of funds only after it receives written notice that its Charter School Capital Outlay Plan has been accepted by the District and such other conditions are met in accordance with Florida Statute (including allocation of funds by the Commissioner) and the written agreement with the District that permits such distribution.
7. Each request for a distribution of capital outlay funds by a charter school must be accompanied by documentation for the full amount being requested. Examples of documentation include:
 - a. Copies of fully-executed contracts, such as lease or lease purchase agreements; rental contracts; sales contracts; or construction contracts.
 - b. Copies of signed purchase orders or bills of sale.

Upon receipt of a request for distribution of funds, which includes all required documentation, funds shall be distributed pursuant to the request within 10 working days.

8. Prior to the release of any capital outlay funds, charter schools must provide the District detailed documentation for expenditures of previous capital outlay distributions, including School Infrastructure Thrift (SIT) Funds. This is necessary to determine any potential duplication of projects listed in both past and current plans.

9. M-DCPS will credit each charter school every six (6) months with interest on the undistributed daily balances of capital outlay funds, based on the actual monthly rate of return, as determined by the Florida State Board Administration Local Government investment pool.
10. M-DCPS may retain a portion of the capital outlay allocation until needed by the charter school to pay current obligations.
11. Payments to satisfy long-term contracts (such as lease or lease-purchase agreements) which require monthly payments by the charter school will be released monthly by M-DCPS, prior to the contractual due dates. Payments required by construction contracts will be released by M-DCPS in accordance with the payment schedule contained in a separate agreement between M-DCPS and the charter school, subject to the provisions of items 12-15 below.
12. Each capital outlay project undertaken by a charter school shall be in accordance with the requirements of:
 - a. Section 235.211, F. S., Educational Facilities Contracting and Construction Techniques;
 - b. Section 255.05, F. S., Bond of the Contractor Constructing Public Buildings; Forms; Action by Materialmen;
 - c. Section 287.055, F. S., Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services; Definitions; Procedures; Contingent Fees Prohibited; Penalties.
 - d. Section 287.057, F. S., Procurement of Commodities or Contractual Services.
13. In accordance with Section 228.056 (16), F. S., Facilities, charter schools shall comply with applicable state minimum building codes pursuant to Chapter 553 or and state minimum fire protection codes pursuant to Section 633.025, F. S., as adopted by the authority in whose jurisdiction the facility is located.
14. Upon completion of each project, the charter school shall submit to the District the permanent Certificate of Occupancy issued by the authority of the appropriate jurisdiction, and an Affidavit by the Architect or Engineer of Record that the project is completed in accordance with the design documents, and an Affidavit by the Chair of the governing body of the charter school that all contracts for construction, design, testing, and other support services for the project have been paid in full along with final releases for all contracts the charter school held for construction, design, or ancillary services for the project, along with a request for payment to the charter school for the amount approved for the project. The District shall make payment to the charter school accordingly in keeping with its own procedures for making such payments.

15. Each project involving capital outlay funding shall be subject of a separate agreement between the charter school and the District embodying at a minimum the requirements noted above. Each agreement shall also include the following language:

In the event that the charter school terminates operations, any unencumbered funds and all equipment and property purchased with public education funds shall revert to the ownership of the District as provided in Section 228.056 (10)(e) and (f), F. S., Causes for Nonrenewal or Termination.

16. In accordance with Section 228.056(10)(e) and (f), F.S., Causes for Nonrenewal or Termination, in the event a charter school is dissolved or is otherwise terminated, all district school board property and improvements, furnishings and equipment purchased with public funds shall automatically revert to the full ownership by the district school board, subject to complete satisfaction of any lawful liens or encumbrances. Accordingly, the Charter School hereby agrees that the Sponsor shall have the right of first refusal to acquire any and all real property and improvements contained thereon utilized for the charter school in the event the charter school is dissolved or is otherwise terminated. The district shall, within its sole discretion, have the right but not the obligation to acquire real property and improvements owned by the charter school. In keeping with the requirement of the charter school legislation, the Sponsor may not assume the debt from any contract of the charter school. The Sponsor shall have the right to exercise this right of first refusal to acquire the property and improvements at any time after the charter school is dissolved or otherwise terminated, and the charter school shall cooperate and assist in the orderly transfer of title to any such property and improvements, subject to the complete satisfaction of any lawful liens or encumbrances.