

Office of Superintendent of Schools  
Board Meeting of December 13, 2006

November 29, 2006

Antoinette Dunbar, Deputy Superintendent  
Curriculum and Instruction

**SUBJECT:      PROPOSED PROMULGATION OF NEW SCHOOL BOARD RULE:  
                  INITIAL READING 6Gx13 6A-1.471, CHARTER SCHOOLS (K-12)  
                  PROPOSED REPEAL OF SCHOOL BOARD RULE INITIAL  
                  READING 6Gx13- 6A-1.47, CHARTER SCHOOLS (K-12)**

**COMMITTEE:    INSTRUCTIONAL EXCELLENCE AND COMMUNITY ENGAGEMENT**

This item is submitted for consideration by the Board to promulgate new School Board Rule 6Gx13 6A-1.471, Charter Schools (K-12) and to repeal School Board Rule 6Gx13-6A-1.47, Charter Schools (K-12). The proposed new Board Rule is necessary in order to comply with changes in the Florida Charter School Legislation, strengthen the charter school application and contract review/negotiation process, and to increase charter school monitoring procedures.

Attached are the Notices of Intended Action, the proposed new School Board Rule, and the School Board Rule proposed for repeal.

Authorization of the Board is requested for the Superintendent and the Board Attorney to initiate rulemaking proceedings in accordance with the Administrative Procedure Act for the promulgation of new School Board Rule 6Gx13 6A-1.471, Charter Schools (K-12) and to repeal School Board Rule 6Gx13- 6A-1.47, Charter Schools (K-12).

**RECOMMENDED:**      That The School Board of Miami-Dade County, Florida, authorize the Superintendent and the Board Attorney to initiate rulemaking proceedings in accordance with the Administrative Act to promulgate new School Board Rule 6Gx13 6A-1.471, Charter Schools (K-12) and to repeal School Board Rule 6Gx13- 6A-1.47, Charter Schools (K-12).

AD/lb

**C-100**

## NOTICE OF INTENDED ACTION

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, announced on December 13, 2006, its intention to repeal School Board Rule 6Gx13-6A-1.47, Charter Schools (K-12), at its meeting of February 18, 2007.

**PURPOSE AND EFFECT:** The proposed repeal of School Board rule 6Gx13- 6A-1.47, Charter Schools (K-12) is being replaced with a proposed new rule 6Gx13- 6A-1.471, Charter Schools (K-12). The new School Board Rule complies with changes in state charter school laws, strengthens the charter school application and contract review/negotiation process, and details the school board's charter school academic and fiscal monitoring procedures.

**SUMMARY:** School Board Rule 6Gx13- 6A-1.47, Charter Schools (K-12) is proposed for repeal to incorporate a new Board Rule to comply with changes in the Florida Charter School Legislation, strengthen the charter school application and contract review/negotiation process, and to increase charter school monitoring procedures.

**SPECIFIC LEGAL AUTHORITY UNDER WHICH RULEMAKING IS AUTHORIZED:**  
1001.41 (1) (2); 1001.42 (22); 1001.43 (10), F.S.

**LAW IMPLEMENTED INTERPRETED, OR MADE SPECIFIC:** 1002.33; 1013.62; 1002.31(8); 1001.43(6); 1012.32; 1008.31, F.S.; 6A-6.0781 FAC

IF REQUESTED, A HEARING WILL BE HELD DURING THE BOARD MEETING OF February 18, 2007, which begins at 1:00 p.m., in the School Board Auditorium, 1450 N.E. Second Avenue, Miami, Florida 33132. Persons requesting such a hearing or who wish to provide information regarding the statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative as provided by Section 120.541 (1), F.S., must do so, in writing by January 8, 2007, to the Superintendent of Schools, Room 912, at the same address.

ANY PERSON WHO DECIDES TO APPEAL THE DECISION made by The School Board of Miami-Dade County, Florida, with respect to this action will need to ensure the preparation of a verbatim record of the proceedings, including the testimony and evidence upon which the appeal is to be based. (Section 286.0105, Florida Statute).

A COPY OF THE RULE PROPOSED FOR REPEAL is available to the public for inspection and copying, at cost, in the Citizen Information Center, Room 158, 1450 N.E. Second Avenue, Miami, Florida 33132.

Originator: Ms. Antoinette Dunbar  
Date: November 29, 2006

Instruction - Elementary and Secondary**CHARTER SCHOOLS (K - 12)**

The School Board of Miami-Dade County, Florida, herein referred to as the Sponsor, pursuant to Florida Statutes, establishes charter schools for the following purposes: to improve student learning; to increase learning opportunities for all students with special emphasis on reading and expanded learning experiences for academically low achieving students; to encourage the use of innovative learning methods; to increase choices of learning opportunities for students; to establish a new form of accountability for schools; to require the measurement of learning outcomes and create innovative measurement tools; to make the school the unit for improvement; and to create new professional opportunities for teachers. Charter schools are fully recognized as public schools.

Charter schools in Florida shall be guided by the following principles: meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system; promote enhanced academic success and financial efficiency by aligning responsibility with accountability; and provide parents with sufficient information on whether or not their child is reading at grade level and whether or not their child gains at least a year's worth of learning for every year spent in the charter school. Florida's Charter School Legislation, Section 1002.33, Florida Statutes, is incorporated herein by reference and made part of this rule.

**I. Responsibilities of Miami-Dade County Public Schools' Administration**

The Sponsor shall:

- A. by majority vote, approve or deny an application no later than sixty calendar days after the application is received, unless the applicant and the Sponsor mutually agree to an extension;
- B. develop a charter in cooperation with the applicant;
- C. monitor charter schools' progress toward the goals established in the charter;
- D. ensure that the asset and liability projections required in the application are incorporated into the charter and are compared with information provided in the annual report of the charter school;
- E. ensure that the charter school participates in the state's education accountability system. If a charter school falls short of performance measures included in the approved charter, the Sponsor shall report such shortcomings to the Florida Department of Education.

## **II. Governing Board Duties**

The governing board of the charter school shall annually adopt and maintain an operating budget and shall exercise continuing oversight of charter school operations. The governing body of the charter school shall report its progress annually to the Sponsor, which shall forward the report to the Florida Commissioner of Education at the same time as other annual school accountability reports.

## **III. Eligibility for Charter Application**

The School Board may sponsor charter schools, which may serve any grade or combination of grades from Kindergarten through Grade 12 or a Pre-Kindergarten school that serves Exceptional Student Education (ESE) students.

Eligible proposers are:

- A. any nonprofit organization;
- B. a public school which requests to convert to a charter school (An application submitted by such a school shall demonstrate the support of at least fifty (50%) percent of the teachers employed at the school and fifty (50%) percent of the parents voting whose children are enrolled at the school, provided that a majority of the parents eligible to vote participate in the ballot process.)
- C. a municipality or other public entity as provided for by law;
- D. a business which requests a charter school-in-the-workplace;
- E. a community college; or
- F. a developmental research school.

Private schools, parochial schools, and home education programs are not eligible to become charter schools.

## **IV. Legal Entity and Requirements**

The charter school shall:

- A. organize as, or be operated by, a nonprofit organization;
- B. be non-sectarian;

- C. charge no tuition or fees except those fees charged by other public schools, unless the charter is issued for a developmental research school;
- D. meet all applicable state and local health, safety, and civil rights requirements;
- E. publish an annual report;
- F. provide an annual financial audit similar to that of the school district to the Sponsor; and
- G. analyze and compare student performance.

All charter schools must comply with Florida Statutes applicable to public schools as they relate to civil rights, student health, safety, welfare, public records, public meetings, public inspection, and penalties.

#### **V. Appeal Process**

- A. If a charter school application is denied, the Sponsor shall, within ten (10) calendar days, articulate in writing the specific reason(s), based on good cause, supporting its denial of the charter application.
- B. An applicant may appeal any denial or failure to act on an application no later than thirty (30) calendar days after receipt of the Sponsor's decision or failure to act and shall notify the Sponsor of its appeal.
- C. Any response of the Sponsor shall be submitted to the State Board of Education within thirty (30) calendar days after notification of the appeal.
- D. The Commissioner of Education shall convene a meeting of the Charter School Appeal Commission to study and make recommendations to the State Board of Education regarding its pending decision about the appeal. The commission shall forward its recommendation to the State Board no later than seven (7) calendar days after an appeal is filed in accordance with State Board of Education Rule. Errors in submission of the appeal shall be governed by practices outlined in Section 1002.33(6)(b)3(c), Florida Statutes.
- E. The State Board of Education shall remand the application to the Sponsor with its written decision that the Sponsor either approve or deny the application. The Sponsor shall implement the decision of the State Board of Education.

1. The decision of the State Board of Education is not subject to the provisions of the Administrative Procedure Act, chapter 120.
2. The Sponsor shall act upon the decision of the State Board of Education within thirty (30) calendar days after it is received.
3. The State Board of Education's decision is a final action, subject to judicial review.

**VI. Student Eligibility**

- A. Participation and attendance of any student in a charter school is voluntary. If a public school converts to a charter school, parents may request non-participation and receive an assignment to another public school.
- B. All students attending a public school that converts to a charter school will be eligible to attend.
- C. All students are eligible for participation. Equal opportunity shall be provided for Exceptional Education Students (ESE) and limited English proficient (LEP) students.

**VII. Student Selection for Charter Schools**

- A. A charter school shall be open to any student covered in an interdistrict agreement or residing in the school district.
- B. A charter school shall achieve a diverse enrollment that is reflective of the community it serves or within the diversity range of other public schools in the same school district.
- C. When a public school converts to a charter status, enrollment preference shall be given to students who would have otherwise attended that public school.
- D. A charter school may give enrollment preference to a sibling of a student enrolled in the charter school, to the child of a member of the governing board, or to the child of an employee of the charter school.
- E. Charter schools-in-the-workplace may give preference to children of employees of the sponsoring entity.
- F. Charter schools-in-a-municipality may give preference to the children of the residents of the sponsoring municipality.

- G. If the number of eligible students exceeds the capacity of the program, grade level, or building, a random selection process shall be administered for student admission.

### **VIII. Student Assessment**

The charter school must implement a program to assess student achievement. At a minimum, the school must participate in state and local testing programs established to comply with the statewide assessment program and district-required evaluations. The Sponsor will coordinate the administration of state and local testing programs.

### **IX. Student Records**

- A. The charter school must maintain both active and archival records for current and former students. The Sponsor will assist the school in establishing appropriate record formats. All permanent (Category A) records of students leaving the charter school, whether by graduation, transfer to the public school system, or withdrawal to attend another school, must be transferred to the Sponsor in accordance with state law. Records of student progress (Category B) must be transferred to the Sponsor if the student is returning to Miami-Dade County Public Schools.
- B. The charter school must maintain a record of students who apply to the school, whether or not they are eventually enrolled. A twelve-month record (July 1 - June 30) shall be submitted to the Sponsor no later than July 20 of each year.

### **X. Full-Time-Equivalent (FTE) Reporting**

Funding for a charter school is based on the number of full-time-equivalent (FTE) students, not to exceed the maximum capacity established in the Charter School facility's valid Certificate of Occupancy; therefore, it is essential that records of student attendance be maintained in a format consistent with state reporting requirements. The Sponsor will assist the charter school in establishing mechanisms for reporting FTE. The charter school will, however, be fully responsible for collecting and maintaining accurate and appropriate records and for reporting attendance in a timely manner to the Sponsor. Failure to maintain accurate records and report enrollment and attendance in a timely manner may impact funding for the charter school.

**XI. Withdrawal and Transfer of Students**

- A. Parents may withdraw a student from a charter school at any time. Students who attend a conversion charter school will be transferred to a school agreed upon by the parent and the Sponsor.
- B. Charter schools may not withdraw or transfer a student involuntarily, unless the withdrawal or transfer is accomplished through established administrative procedures under current School Board policy or through procedures mutually agreed upon in the school's charter.

**XII. Transportation and Food Services**

- A. Transportation and food services are the responsibility of charter schools. These services must be provided according to district, state, and federal rules and regulations.
- B. A charter school may contract with the Sponsor or with a private provider for transportation and/or food services.

**XIII. Facility**

- A. It is the responsibility of the charter school applicant to have an appropriate facility consistent with all applicable Florida Statutes, or provide evidence that one will be available for the beginning of the school year. Appropriate facility documentation, as determined by the Sponsor, shall be provided to the Sponsor at least ten (10) working days before school opens. The charter school's opening date must be consistent with the beginning day for students as designated on the approved school district calendar, unless the School Board allows a waiver of this provision for good cause.
- B. In accordance with Section 1013.62(1), Florida Statutes, in order to be eligible for a capital outlay funding allocation, a charter school must:
  - 1. have been in operation for three (3) or more years;
  - 2. be an expanded feeder chain of a charter school within the same school district that is currently receiving charter school capital outlay funds;
  - 3. have been accredited by the Commission on Schools of the Souther Association of Colleges and Schools;



4. have financial stability for future operation as a charter school;
  5. have satisfactory student achievement based on state accountability standards applicable to the charter school;
  6. have received final approval from its Sponsor pursuant to Section 1002.33, Florida Statutes, for operation during that fiscal year; and
  7. serve students in facilities that are not provided by the Sponsor.
- C. In the event the charter school elects to enter into lease agreements for real property, it shall be the responsibility of the school to obtain any and all necessary inspections, permits, and approvals prior to occupancy and use of such premises for school purposes. The charter school shall consider the term of its charter when negotiating the length of any leases into which it may enter. Prior to entering into any lease for a term that does not end coincident with the renewal date of its charter contract, the charter school shall provide the Sponsor a written plan to ensure a facility consistent with state and federal law and the terms of the charter contract.
- D. The charter school's opening date must be consistent with the beginning day for students as designated on the approved Sponsor's calendar, unless the Sponsor allows a waiver of this provision for good cause. A charter school shall provide instruction for at least 180 days and may provide instruction for additional days. Reimbursement for additional days of instruction will be subject to the limits of the Florida Education Finance Program, General Appropriations Act, and other rules or programs that restrict funding to the Sponsor.

#### **XIV. Funding**

- A. Funding for student enrollment in a charter school shall be the sum of school district operating funds from the Florida Education Finance Program (FEFP), including gross state and local funds, discretionary lottery funds, and discretionary operating millage funds divided by total school district funded weighted FTE students times the weighted FTE students of the particular charter school. Charter schools, if eligible, shall also receive their proportionate share of categorical program funds included in the FEFP.

- B. A charter school shall be provided federal funds for any eligible student enrolled in the school at the same level of service provided other eligible students in the schools operated by the Sponsor, not to exceed the maximum capacity established in the charter school facility's valid Certificate of Occupancy.
- C. Total funding shall be recalculated during the school year to reflect actual weighted FTE students reported by the charter school during the FTE student survey periods.
- D. A charter school shall not levy taxes or issue bonds secured by tax revenue.
- E. Any administrative fee withheld by the Sponsor from a charter school shall be limited to five (5) percent of available funds for the first 500 students. For charter schools with a population of 501 or more students, the difference between the total administrative fee calculation and the amount of the administrative fee withheld may only be used for capital outlay purposes specified in Section 1013.62(2), Florida Statutes.
- F. When a charter is not renewed or is terminated, any unencumbered funds from the charter school shall revert to the Sponsor. In that event, all property and improvements, furnishings, and equipment purchased with public funds shall revert automatically to full ownership by the Sponsor
- G. If a charter school's internal audit reveals a deficit financial position, the auditors are required to notify the charter school governing board, the Sponsor, and the Florida Department of Education according to the timeline in Section 1002.33(7)(a)10, Florida Statutes.
- H. If a charter is not renewed or is terminated, the charter school is responsible for all debts of the charter school.
- I. The Sponsor shall calculate and submit twelve (12) monthly payments to the school. The first payment will be made by July 31. Subsequent payments will be made by day 15 of each month beginning with August 15. July and August payments for schools in operation shall be based on prior year's enrollment. The Sponsor may initially calculate monthly distributions to the school for up to three (3) months based on the school's projected FTE student membership until the results of the October FTE become available. Prior to the opening of the school, initial payments shall be based on the school's actual enrollment as of June 30 and will begin on July 31. The projected FTE student membership will be determined

by the actual student enrollment at the school at the conclusion of the second week of student attendance. If enrollment at the end of the second week of student attendance is less than ninety (90) percent of projected enrollment, the September and October monthly distributions shall be proportionally reduced. Thereafter, the results of FTE student membership surveys will be used in adjusting the amount of funds distributed monthly to the school.

In order to provide educational materials to students when classes commence, the first payment shall include seventy-five (75) percent of the full annual allocation of instructional materials based on prior year membership, and schools in their initial year of operation, will be based on the number of students registered as of June 30. The charter school shall have until June 30 of each fiscal year to provide to the Sponsor the final documentation to substantiate enrollment. The first payment of every subsequent year shall be adjusted by any final amounts due the Sponsor for services provided the school during the previous year as well as for administrative oversight.

#### **XV. Grant Opportunities for Charter Schools**

- A. Charter schools are eligible to apply for all federal, state, and local grant programs available to public schools, providing they meet the eligibility criteria defined in the grant's request for proposal. It is the charter school's responsibility to submit grant proposals requiring signatures of the Sponsor and/or staff in a timeframe and manner defined by the Sponsor's administrative policies and procedures as well as by the requirements of the grant proposal.
- B. Charter Schools are eligible to attend the Sponsor's grant writing workshops and technical assistance meetings for grant development.
- C. If a districtwide grant is developed, charter schools may be included in the district proposal if mutually agreed upon by the charter school and the Sponsor.
- D. A grant proposal that is developed by the Sponsor using student or school counts that include the students of a charter school or the charter school, and providing that grant is awarded to the Sponsor, the pro rata share of the dollars or services received from that grant shall be distributed to the participating charter school(s) as defined in the budget developed for the grant.

**XVI. Management Companies**

- A. If a management company will be managing the charter school, the contract between the management company and the governing body of the charter school shall be submitted to the Sponsor prior to the approval of the charter.
- B. The contract between the governing body of the charter school and the management company shall require that the management company operate the charter school in accordance with the terms stipulated in the charter and all applicable laws, ordinances, rules, and regulations.
- C. The requirements of this provision shall be included in the charter.

**XVII. Insurance and Indemnification**

- A. The governing body and employees of a charter school are governed by Section 768.28, Florida Statutes. In accordance with Section 768.28, the governing body and employees of charter schools shall be liable for tort claims in the same manner and to the same extent as a private individual under like circumstance, but liability shall not include punitive damages or interest for the period before the judgment. The governing body and employees of charter schools shall not be liable to pay a claim or judgment by any one person which exceeds the sum of \$100,000 or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the charter school arising out of the same incident or occurrence, exceeds the sum of \$200,000.
- B. The Sponsor will not be held liable for any claim action, loss, damage, injury, liability, cost, or expense of whatsoever kind or nature including, but not by way of limitation, attorney's fees and court costs arising out of injury to persons or property damage as a result of negligence of the charter school or its agents, employees, invitees, or contractors.
- C. The charter school must maintain appropriate Commercial General Liability Insurance, Automobile Liability Insurance, Workers' Compensation Insurance, and Professional Liability Insurance. The Sponsor must be listed as additional named insured on these policies.

**XVIII. Students Rights and Responsibilities, Discipline, and Safe Learning Environment**

Charter school applicants must describe, in writing, the charter school rules applicable to student rights and responsibilities, discipline, and a safe learning environment.

**XIX. Employees of Charter Schools**

A charter school shall select its own employees and implement employees' labor and other relations pursuant to the requirements of Section 1002.33(12), Florida Statutes.

- A. Charter school employees must meet certification requirements as stated in Section 1012, Florida Statutes, and must meet eligibility requirements for a Florida Educator's Certificate.
- B. General drug screening shall be conducted on all applicants for instructional and non-instructional positions with the charter school in the manner set forth in School Board Rule 6Gx13- 4-1.05, Drug-Free Workplace General Policy Statement, and the Miami-Dade County Public Schools Drug-Free Workplace Technical Guide. A negative drug screen shall be a requirement for employment. The processing of each employee's drug screening shall be coordinated through the Sponsor. The cost of drug screening shall be borne by the charter school or the applicant.
- C. All applicants for instructional and non-instructional positions within the charter schools shall be fingerprinted and processed as required by Section 1012.32, Florida Statutes, and School Board Rule 6Gx13- 4C-1.021, Fingerprinting of All Employees Upon Application and Employment. The Sponsor shall perform the processing of each applicant's fingerprints. The cost of fingerprinting will be borne by the charter school or the applicant. The school shall not complete the hiring process for those applicants whose fingerprint check results reveal non-compliance with standards of good moral character.
- D. All members of the governing body shall also be fingerprinted by the Sponsor as required by Section 1012.32, Florida Statutes. The Sponsor shall perform the processing of each member's fingerprints. The cost of fingerprinting will be borne by the charter school or the member. Members of the governing body shall be on probationary status pending fingerprint processing through the Florida Department of Law Enforcement and the Federal Bureau of Investigation. The

governing board shall replace members whose fingerprint check results reveal non-compliance with standards of good moral character.

- E. All members of the governing body shall be fingerprinted within ten (10) working days of their appointment.

## **XX. Technical Assistance**

It is the responsibility of the applicant to request technical assistance, in writing, from the Florida Department of Education. The Sponsor will provide application assistance to the extent feasible, and within current resources, consistent with assistance provided to other contractors. The Sponsor shall cooperate with and assist a community college on the charter application so long as the community college develops a charter that offers secondary education in its designated service area. These charter schools must include an option for students to receive an associate degree upon high school graduation. Community colleges shall not report FTE for any students who receive FTE funding through the Florida Education Finance Program.

## **XXI. Application and Chartering Process**

- A. All completed applications must be received in the appropriate Sponsor's office on or before September 1 no later than 4:30 p.m. Community college applications for charter schools are not subject to these timelines and may be submitted at any time. All applications will be stamped with the date and time when they are received. Applications received after the prescribed due date may not be considered for a charter for the next school year. Applications must be in compliance with the Miami-Dade County Public Schools Charter School Application Format and must, at a minimum, provide information responsive to the requirements of Section 1002.33(6)(a) and (b)2, Florida Statutes.
- B. A Technical Assistance Team shall review all applications and make recommendations to the District Review Committee. The Technical Assistance Team shall be comprised of at least one (1) representative from each of the following offices:
  - Office of Exceptional Student Education and Student/Career Services;
  - Division of Bilingual Education and World Languages;
  - Division of Instructional Technology and Media Support Services;
  - Office of Risk and Benefits Management;

Division of Mathematics and Science Education;  
 Office of Management and Compliance Audits;  
 Department of Transportation;  
 Office of Performance Improvement;  
 Office of the Controller;  
 Office of Evaluation and Research;  
 Division of Language Arts/Reading;  
 Office of Budget Management;  
 Department of Food and Nutrition;  
 Facilities Operations, Maintenance, and Planning;  
 Instructional Staffing/Certification;  
 Division of Life Skills and Special Projects;  
 Division of Social Sciences;  
 Bureau of Adult/Vocational, Alternative and Community  
 Education;  
 Office of Intergovernmental Affairs and Grants Administration;  
 Title I Administration;  
 Division of Workforce Development Education;  
 Office of Labor Relations;  
 Information Technology Services;  
 Division of Advanced Academics;  
 Office of Civil Rights and Diversity Compliance; and  
 Assessment and Data Analysis.

- C. A District Review Committee shall review all applications, and by majority vote, make a recommendation for acceptance or denial of each application to the Superintendent of Schools. At least one (1) representative of the charter school must be available to answer questions from the District Review Committee when the application is reviewed. All applications will be submitted to the Sponsor by the Superintendent with a recommendation for acceptance or denial.

The District Review Committee shall be comprised of the following persons:

Chief Education Officer and Deputy Superintendent of  
 Schools, or designee, who will act as chair;  
 Chief of Staff, Office of the Chief of Staff, or designee;  
 Chief Personnel Officer, Office of Human Resources, or  
 designee;  
 Chief Financial Officer, Financial Affairs, or designee;  
 Associate Superintendent, ACCESS Centers, or designee;  
 Associate Superintendent, Management Operations, or  
 designee;  
 Assistant Superintendent, Facilities, Operations, Maintenance,  
 and Planning, or designee

Assistant Superintendent, Office of Intergovernmental Affairs and Grants Administration, or designee;  
 Assistant Superintendent, Title I Administration, or designee;  
 Three staff members, selected by the Chief Education Officer and Deputy Superintendent of Schools;  
 Three principals, one from an elementary, a middle, and a senior high school, selected by the Chief Education Officer and Deputy Superintendent of Schools;  
 One representative from the Bi-Racial Tri-Ethnic Advisory Committee;  
 Two members of the United Teachers of Dade, selected by the Executive Vice President of the United Teachers of Dade;  
 President, or designee of the County Council of PTA/PTSA;  
 and  
 One member of the Schools of Choice Advisory Committee.

- D. The Sponsor will vote on all applications. The Sponsor must, by a majority vote, approve or deny each application no later than sixty (60) calendar days after the application is received.
- E. If an application is denied, the Sponsor shall, within ten (10) calendar days, articulate in writing the specific reasons based upon good cause supporting its denial of the charter school application.
- F. Denied charter school applicants may appeal to the State Board of Education within thirty (30) calendar days.
- G. The Sponsor shall act within thirty (30) calendar days upon receipt of the recommendation from the State Board of Education.
- H. If an application is approved, the charter school applicant and the Sponsor shall have six (6) months in which to mutually agree to the provisions of the charter.
- I. A Contract Review Committee shall review all charters, and make recommendations for acceptance or denial of each charter to the Superintendent of Schools. At least one (1) representative of the charter school must be available to answer questions from the Contract Review Committee when the charter is reviewed. All charters will be submitted to the Sponsor by the Superintendent with a recommendation for acceptance or denial.

The Contract Review Committee shall be comprised of the following persons:



Chief Education Officer and Deputy Superintendent of Schools, or designee, who will act as chair;  
 Chief Budget Officer, Office of Budget Management, or designee;  
 Chief Financial Officer, Financial Affairs, or designee;  
 Chief Personnel Officer, Office of Human Resources, or designee;  
 Chief of Staff, Office of the Chief of Staff, or designee;  
 Controller, Office of the Controller, or designee;  
 Associate Superintendent, Management Operations, or designee;  
 Associate Superintendent, ACCESS Centers, or designee;  
 Assistant Superintendent, Facilities, Operations, Maintenance, and Planning or designee;  
 Assistant Superintendent, Office of Intergovernmental Affairs and Grants Administration, or designee;  
 Assistant Superintendent, Title I Administration, or designee;  
 and  
 Risk and Benefits Officer, Office of Risk and Benefits Management, or designee.

- J. When the charter is approved, the charter school applicant shall begin preparations for the opening of the school in accordance with its charter.
- K. In its sole discretion, the Sponsor may grant a one-time deferral allowing a charter school to postpone its opening by granting a request to amend the school's charter. As the deferral of charter school openings impacts all operational aspects of Miami-Dade County Public Schools, no charter school shall be provided any additional postponements beyond the first extension.
- L. If the approved application has been previously postponed, and the school is unable to open consistent with the beginning date of the amended charter, the approved application shall be revoked and the charter shall be terminated.

## **XXII. Charter Amendments**

- A. A charter school's charter may be modified annually during its initial term or any renewal term upon the recommendation of the Sponsor or the charter school governing board and the approval of both the parties to the agreement. Contract amendment requests shall be submitted for consideration once per school year no later than December 1, unless the health, safety, or welfare of the students is threatened.

- B. The charter school governing board shall request a charter amendment in writing, using standard strikethrough and underline draft format. The rationale for the change shall be included in the charter amendment request as well as the impact of the change on the charter school, students, staff, or Sponsor. The letter requesting a charter amendment will be submitted to the School Choice and Parental Options office. The Contract Review Committee, in consultation with other district staff, will make a recommendation to the Superintendent for acceptance or denial of the amendment. The Superintendent shall make a recommendation to the Sponsor regarding the charter amendment. The Sponsor shall vote on the Superintendent's recommendation within sixty (60) days of receiving the recommendation. The governing board of a charter school shall have thirty (30) days to act on a charter amendment received from the Sponsor.
- C. If a charter school amendment is recommended, but cannot be agreed upon by both parties, the alternative dispute measures outlined in a charter school's contract may be invoked by either party.

### **XXIII. Charter Nonrenewal or Termination**

- A. At the end of the term of a charter, the Sponsor may choose not to renew the charter for any of the following grounds;
  - 1. Failure to participate in the state's education accountability system created in Section 1008.31, Florida Statute, as required by law, or failure to meet the requirements for student performance stated in the charter.
  - 2. Failure to meet generally accepted standards of fiscal management.
  - 3. Violation of law.
  - 4. Other good cause shown.
- B. During the term of the charter, the Sponsor may terminate the charter for any grounds listed in paragraph (A).
- C. At least ninety (90) days prior to renewing or terminating a charter, the Sponsor shall notify the governing body of the school of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and

stipulate that the school's governing body may, with fourteen (14) calendar days after receiving the notice, request an informal hearing before the Sponsor. The Sponsor shall conduct the informal hearing within thirty (30) calendar days after receiving a written request. The charter school's governing body may, within fourteen (14) calendar days after receiving the Sponsor's decision to terminate or to refuse renewal of the charter, appeal the decision pursuant to the procedure established in Section 1002.33(6)(c), Florida Statutes.

- D. A charter may be terminated immediately if the Sponsor determines that good cause has been shown or if the health, safety, or welfare of the students is threatened. The Sponsor shall assume operation of the school under these circumstances. The charter school's governing board may, within fourteen (14) days after receiving the Sponsor's decision either to terminate the charter, or to appeal the decision pursuant to the procedure established in Section 1002.33(6)(c), Florida Statutes.
- E. The Sponsor and each charter school's governing board shall enter into a written agreement that includes provisions for the reversion of any unencumbered funds and all equipment and property purchased with public education funds to the ownership of the Sponsor.

#### **XXIV. Charter Renewal**

- A. No later than September 1 of the last year of the charter, the governing body of the charter school shall submit a completed copy of the Miami-Dade County Public Schools Charter Renewal Application to the Sponsor. The Miami-Dade County Public Schools Charter Renewal Application template will be made available to the charter school on or before the first working day in July of the final year of the charter. The Miami-Dade County Public Schools Charter Renewal Application shall provide a justification for the Sponsor's renewing a school's charter.
- B. At a minimum, the Miami-Dade County Public Schools Charter Renewal Application shall contain and clearly identify the following:

1. a report on the progress of the charter school's achievement of goals, objectives, pupil performance standards, content standards, and other terms as outlined in the existing charter;
  2. a financial statement that discloses income and disbursements; and
  3. five to seven long range goals for the duration of the charter renewal period.
- C. The Contract Review Committee shall review each of the Miami-Dade County Public Schools Charter School Renewal Applications within sixty (60) days of receipt of the document and make recommendations for acceptance or denial of each request for renewal to the Superintendent of Schools. The Superintendent will submit all requests for renewals to the Sponsor within thirty (30) days with a recommendation for approval or denial. The Sponsor will vote on the Superintendent's recommendation within sixty (60) days of receiving the recommendation.

## **XXV. Evaluation**

The Superintendent shall establish procedures by which charter schools will be reviewed annually, with the results transmitted to the Sponsor and the Florida Commissioner of Education. These procedures shall include, but not be limited to, the following provisions:

- A. Written documentary evidence shall be provided by each charter school, via its annual report, to show the level at which the charter school is achieving its goals, as set forth in the charter. The report shall include at least the following components:
  1. Student achievement performance data, including the information required for the annual school report and the education accountability system governed by Section 1008.31 and 1008.34(5), Florida Statutes. Charter schools are subject to the same accountability requirements as other public schools, including reports of student achievement information that link baseline student data to the school's performance projections identified in the charter. The charter school shall identify reasons for any difference between projected and actual student performance.

2. Financial status of the charter school which must include revenues and expenditures at a level of detail that allows for analysis of the ability to meet financial obligations and timely repayment of debt.
  3. Documentation of the facilities in current use and any planned facilities for use by the charter school for instruction of students, administrative functions, or investment purposes.
  4. Descriptive information about the charter school's personnel, including salary and benefit levels of charter 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.
- B. Each charter school's annual report will be reviewed and analyzed by the Sponsor's Office of Evaluation and Research. An analysis comparing the charter school's standardized test scores to those of similar student populations attending other public schools in the district, will also be conducted.
- C. The results of the annual review conducted by the Office of Evaluation and Research shall be transmitted to the Sponsor and the Florida Commissioner of Education.
- D. At the time of charter renewal, evaluative data pertaining to the charter school will be provided to the Sponsor at least thirty (30) calendar days prior to the date on which renewal of the charter will be considered for approval or denial.
- E. The charter school director/principal and each member of the governing board will receive a copy of financial audit findings and recommendations. The charter school shall respond to all financial audit findings and recommendations in writing to the governing board and Sponsor within ten (10) working days, unless the time to respond is altered by mutual agreement. The response shall include proposed corrective action (s), as required.
- F. The charter shall ensure that reading is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students who are reading below grade level. The curriculum and instructional strategies for reading must be consistent with the Sunshine State Standards and grounded in scientifically-based reading research.

Specific Authority: 1001.41(1)(2); 1001.42(22); 1001.43(10) F.S.  
Law Implemented, Interpreted, or Made Specific: 1002.33; 1013.62; 1002.31(8);  
1001.43(6); 1012.32; 1008.31 F.S.; 6A-6.0781 FAC

History THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

New: 7-24-96

Technical Change: 5-1-98

Amended: 10-11-00; 10-22-03

## NOTICE OF INTENDED ACTION

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, announced on December 13, 2006, its intention to promulgate new School Board Rule 6Gx13-6A-1.471, Charter Schools (K-12), at its meeting of February 18, 2007.

**PURPOSE AND EFFECT:** The new School Board Rule sets forth the processes for the implementation of charter schools pursuant to changes in the Florida Charter School Legislation.

**SUMMARY:** To repeal School Board Rule 6Gx13- 6A-1.47, Charter Schools (K-12) and to promulgate new School Board Rule 6Gx13 6A-1.471, Charter Schools (K-12). The proposed new Board Rule is necessary in order to comply with changes in the Florida Charter School Legislation, strengthen the charter school application, and contract review/negotiation process, and to increase charter school monitoring procedures.

**SPECIFIC LEGAL AUTHORITY UNDER WHICH RULEMAKING IS AUTHORIZED:** 1001.41 (1) (2); 1001.42 (22); 1001.43 (10), F.S.

**LAW IMPLEMENTED INTERPRETED, OR MADE SPECIFIC:** 218.503(1); 1002.33; 1013.62, F.S.

IF REQUESTED, A HEARING WILL BE HELD DURING THE BOARD MEETING OF February 18, 2007, which begins at 1:00 p.m., in the School Board Auditorium, 1450 N.E. Second Avenue, Miami, Florida 33132. Persons requesting such a hearing or who wish to provide information regarding the statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative as provided by Section 120.541 (1), F.S., must do so, in writing by January 8, 2007, to the Superintendent of Schools, Room 912, at the same address.

ANY PERSON WHO DECIDES TO APPEAL THE DECISION made by The School Board of Miami-Dade County, Florida, with respect to this action will need to ensure the preparation of a verbatim record of the proceedings, including the testimony and evidence upon which the appeal is to be based. (Section 286.0105, Florida Statute).

A COPY OF THE PROPOSED NEW RULE is available to the public for inspection and copying, at cost, in the Citizen Information Center, Room 158, 1450 N.E. Second Avenue, Miami, Florida 33132.

Originator: Ms. Antoinette Dunbar  
Date: November 29, 2006

Instruction - Elementary and Secondary**CHARTER SCHOOLS (K - 12)**

1. Pursuant to the provisions of Fla. Stat. § 1002.33, and subsequent amendments, The School Board of Miami-Dade County ("Sponsor") may authorize charter schools only to meet the principles and fulfill the purposes set forth in edition of Fla. Stat. § 1002.33(2), current at that time. Approved charter schools are fully recognized as public schools and shall receive services from the Sponsor.
2. The Sponsor designates the Superintendent to receive and review all charter applications. The Superintendent shall recommend the approval or denial of each charter application within the time period provided by law.
3. The Superintendent shall make recommendations to the School Board relating to charter school applications and contracts. The Sponsor shall have final authority, by majority vote, to approve or deny any application and charter contract within the time period covered by law, unless the applicant and the Sponsor mutually agree to an extension.
4. The School Board hereby recognizes its authority and responsibility to implement the Florida Statutes, and Florida State Board of Education Rules relating to charter schools, as amended from time to time, and in addition adopts the standards, criteria, and procedures set forth in the sections below.
5. **Technical Assistance**
  - a. No later than 30 days prior to application submission deadline, applicants may submit a letter of intent detailing the following information regarding the proposed charter school: focus/theme; projected annual enrollment; prospective grade levels to be served; facility and/or location of proposed school; and contact information.
  - b. The Sponsor will provide application assistance to the extent feasible, and within current resources.
  - c. Florida Department of Education Technical Assistance - If a dispute or conflict relating to any financial or compliance audit of the charter school should arise, both parties, may request in writing technical assistance from the Florida Department of Education.
6. **Charter Application Process**
  - a. All applications must be completed pursuant to the Sponsor's instructions for submitting applications and received in the appropriate Sponsor's office on or before the submission deadline provided by the law no later than 4:30 p.m. Should the submission deadline fall on a non-business day, the deadline shall be postponed to 4:30 p.m. on the next business day. (Community college applications are not subject to this timeline.)
  - b. The Sponsor may solicit information regarding history and background of applicants and/or founding/governing boards, including (but not limited to) a



reasonable demonstration of the professional experience or competence of those individuals or organizations applying to operate the charter school or those hired or retained to perform such professional services and the description of clearly delineated responsibilities and the policies and practices needed to effectively manage the charter school. A description of internal audit procedures and establishment of controls to ensure that the financial resources are properly managed must be included. This information may be utilized to evaluate the applicant's ability to operate a charter school

- c. Technical Assistance Team (TAT)--The TAT shall perform the initial review of all applications submitted in compliance with the deadline provided by law. The TAT shall provide feedback to the applicants and review any resulting revisions. The TAT shall evaluate and make recommendations to the District Review Committee on each application.

- d. To ensure thorough analysis and evaluation, the TAT may be comprised of one or more representatives for each of the following disciplines:

Special Education	Student Services
Instructional Technology	Life Skills and Special Projects
Bilingual Education and World Languages	Finance
Language Arts/Reading	Risk and Benefits
Social Sciences	Management and Compliance Audits
Math & Science	Transportation
Adult/Vocational/Alternative Education	Human Resources
Advanced Academics	Performance Management
Assessment and Data Analysis	Food and Nutrition
School Operations	Facilities
Attendance Services	Program Evaluation
	Information Technology Services
	Civil Rights and Diversity Compliance

Other disciplines may be added when appropriate.

- e. Applicants are notified and requested to attend the second level review before the District Review Committee (DRC). At least one (1) representative of the charter school must be available to answer questions from the DRC. The DRC shall review all applications, taking under consideration the recommendations of the TAT, and by majority vote, make a recommendation of acceptance or denial of each application to the Superintendent of Schools. All applications will be submitted to the Sponsor by the Superintendent with a recommendation for acceptance or denial.
- f. The DRC shall be comprised of members of the Superintendent's Cabinet or their appropriate designees, school principals and other community organization leaders from the following areas of expertise:

Curriculum and Instruction (Chair)	Facilities
Curriculum & Instructional Support	Diversity & Equity Excellence Advisory Committee
Elementary Curriculum & Instruction	Elementary Education (school administrator)
Secondary Curriculum & Instruction	Secondary Education (school administrator)
Special Education	County Council of PTA/PTSA
Assessment & Data Analysis	School Advisory Committee
Human Resources	School Board Attorney (non-voting)
Performance Management	Management and Compliance Audits (non-voting)
Business Operations	Charter School Operations Staff (non- voting)
School Operations	

- g. Two-thirds membership constitutes a quorum for voting purposes. The Chair shall be a non-voting member except in the case of a tie vote.

## 7. Contract Negotiation Process

- a. A standard charter contract shall be approved by the Sponsor to be used as the basis for all charters approved under this Rule, and it shall be consistent with this Rule. Any and all subsequent amendments to this contract must be presented to the Sponsor for approval.
- b. A Contract Review Committee (CRC) shall be convened to negotiate any contract that deviates from the standard charter contract as well as any contract amendments. The CRC shall review all charters, and make recommendations regarding acceptance to the Superintendent of Schools. At least one (1) representative of the charter school must be available to answer questions from the Contract Review Committee when the charter is reviewed.
- c. The Contract Review Committee shall be comprised of members of the Superintendent's Cabinet, or their appropriate designee from the following areas of expertise:

Curriculum and Instruction (Chair)	Facilities
Curriculum & Instructional Support	Grants Administration
Assessment & Data Analysis	Management and Compliance Audits (non- voting)
Chief of Staff	School Board Attorney (non-voting)
Business Operations	Charter School Operations Staff (non- voting)
Finance	
Risk & Benefits	
School Operations	

- d. Two-thirds membership constitutes a quorum for voting purposes. The Chair shall be a non-voting member except in the case of a tie vote.

- e. Applicants who do not enter into contract negotiations within (1) the timeframe specified by law, (2) the date of extension which has been mutually agreed upon in writing by the both parties, or (3) the timeframe associated with a deferral, the application will be determined to be revoked and require resubmission as a new applicant.
- f. Contracts will not be negotiated unless a facility has already been secured for the term of the charter. In its sole discretion, the Sponsor may negotiate and execute a contract if a temporary facility has been secured.

## **8. Deferral of Opening**

- a. In its sole discretion, the Sponsor may grant a deferral, not to exceed two years, allowing a charter school to postpone its opening. If the contract has not been negotiated upon election of a deferral, the applicant will not be required to reapply but may be required to update their application to accommodate any changes in application or legal requirements. However, if a contract has been executed at the time of deferral, the school will be required to amend the school's charter in which case the school must follow the charter amendment process.
- b. If a school is granted a deferral to postpone its opening, and the school is unable to open consistent with the beginning date as indicated in the approved deferral or amended charter, the application and charter shall be automatically revoked and require resubmission as a new applicant.

## **9. Charter Renewal Process**

- a. Prior to renewal of a charter, the Sponsor shall perform a program review to determine the following:
  - i. the level of success of the current academic program;
  - ii. achievement of the goals and objectives, as required by State Accountability Standards and successful accomplishment of the criteria under Fla. Stat. § 1002.33(7)(a);
  - iii. the viability of the organization;
  - iv. the level of compliance with terms of the charter; and
  - v. that none of the statutory grounds for non-renewal has been documented.
- b. Any School seeking renewal shall be required to complete a charter renewal application and undergo the Sponsor's renewal process. The charter renewal application shall include supporting documentation of items (i)-(v) above.
- c. Charter schools that are not granted a renewal shall follow the non-renewal process.

## **10. Charter Amendments**

- a. There shall be no modification of any contractual provision(s) of the standard charter contract language, unless mutually agreed by both parties in writing. All amendments must be negotiated in compliance with the contract negotiation

process as described in paragraph (7) (b). Any unilateral modification discovered to have been made in the charter by the applicant is grounds for termination or non-renewal.

- b. Either party may submit a contract amendment request for consideration by either the Sponsor or the School but only once per school year, no later than December 1, unless a later time is deemed necessary because either party can demonstrate that an amendment is necessary to protect the health, safety, or welfare of the students.

## **11. Charter Termination/Non-renewal Process**

- a. The Sponsor may choose to cancel or terminate the charter contract before term expiration for any reason set forth in law and/or the charter contract (*i.e.*, immediate termination or good cause).
- b. Near the end of the current term of a charter, the Sponsor may choose not to renew the charter based on the grounds specified in Fla. Stat. § 1002.33 (8) (a), upon ninety (90) days' notice. The Governing Board may also elect not to renew the charter. In the case of non-renewal or termination the following procedures apply:
  - i. The School shall be dissolved under the provisions of the law under which the School was organized.
  - ii. The Sponsor's Superintendent or the Superintendent's designee shall provide appropriate notification within in the timeline specified by the law.
  - iii. Upon election of termination/ non-renewal by the Governing Board, notification, in writing, shall be provided to the Sponsor at least ninety (90) days before the effective termination date. A Board Resolution, signed by the Governing Board Chair and Secretary, indicating support of this action shall accompany the written notification provided to the Sponsor.
  - iv. Student records, copies of administrative, operational, and financial records of the school shall be made available to the Sponsor on the effective termination date.
  - v. The Sponsor shall notify the appropriate district offices so appropriate action can be taken regarding staffing and planning; unencumbered public funds (except for capital outlay funds and program grant funds); furniture, fixtures and equipment purchased with public funds; and student and financial records.

## **12. Governance/Management**

- a. Governing Board Requirements
  - i. The Governing Board shall be solely responsible for the operation of the school which includes, but is not limited to: school operational policies, academic accountability and financial accountability.
  - ii. Governing Board Members must:

- A. Successfully undergo a background check by the Sponsor, as specified by law, within thirty (30) days of appointment. Costs shall be borne by the School or board member.
  - B. Develop and approve by-laws which govern the operations of the Board and the School prior to execution of the charter contract and annually consult with School staff to refine over-all policy decision making of the School as it pertains to curriculum, financial management and internal controls.
  - C. Not be an employee of the school or receive compensation, directly or indirectly, from the School's operations, including but not limited to grant funds, lease/mortgage payments or contracted service fees.
  - D. Participate in charter school governance training to ensure that each board member is aware of his/her duties and responsibilities.
- b. *Dispute Procedures (Sponsor versus Charter School Governing Board)*
- i. The Sponsor and the School agree that the existence and the details of a dispute notwithstanding, both parties shall continue without delay their performance under the charter contract, except for any performance which may be directly affected by such dispute.
  - ii. Either party shall notify the other party that a dispute exists between them. Such notification shall be in writing and shall identify the article and section of the Contract that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the Sponsor's Deputy Superintendent for Education and the School's Director for further consideration and discussion to attempt to resolve the dispute.
  - iii. Should the representative named in paragraph (ii) be unable to resolve the dispute within ten (10) days of the date of notification by one to the other of the existence of such dispute, then the matter may be submitted by either to the Sponsor's Superintendent of Schools and to the School's Governing Board Chair for further consideration and discussion to attempt to resolve the dispute.
  - iv. Should the parties still be unable to resolve their dispute within thirty (30) days of the date of notification by one to the other of the existence of such dispute, then the matter may be submitted to mediation and appealed to an administrative law judge as provided in the law. Any disputes relating to nonrenewal or termination shall follow the procedures set forth within the charter school statute.
- c. *Conflict Resolution (School versus Parents/Legal guardians)*
- i. All conflicts between the School and the parents/legal guardians of the students enrolled at the School shall be handled by the School or its Governing Board.
  - ii. Evidence of each parent's/guardian's acknowledgement of the School's Parent Conflict Resolution Process shall be available for review upon request by the Sponsor.

- iii. The Sponsor shall be provided with the name and contact information of the parties involved in the school's Conflict Resolution process. The Sponsor shall be notified immediately of any change in the contact information.
- d. Management Companies
  - i. If a management company or a combination of contracted professionals will be managing the School, the contract(s) between the School and company(ies) shall be submitted to the Sponsor for review prior to the approval of the School's contract.
  - ii. Any amendments to these contracts shall be submitted to the Sponsor for approval prior to execution by the School. A copy of all executed contracts must be provided to the Sponsor within the timeframe provided by the charter contract.
  - iii. All management company contracts with the School must make it clear that the charter governing body shall retain and exercise continuing oversight over all charter school operations and must contain provisions specifying the ability for the School to terminate the contract and must comply with terms as stated in the charter contract between the School and the Sponsor. Any default or breach of the terms of the charter contract by the Management Company(ies) shall constitute a default or breach of the charter contract by the School.

### **13. Pre-Opening and Operational Compliance**

- a. The School will comply with the Charter School Benchmarks, as disseminated for each school year.
- b. The School will utilize the Charter School Compliance Monitoring System (CSCMS) in order to maintain accountability with the Charter School Benchmarks and document compliance with contractual requirements within the timelines specified.
- c. All Schools decisions and financial transactions/relationships must be completely transparent.
- d. The Sponsor may document, in writing, any discrepancies or deficiencies--whether fiscal, educational or related to school climate--and the steps and timelines for correction and additional monitoring. At a minimum, copies will be provided to the Governing Board Chair, School Principal and appropriate Sponsor Staff.
- e. To ensure life, health and safety compliance, the School shall obtain the appropriate facility capacity approvals from the authority in whose jurisdiction the facility is located (*i.e.*, county, municipality or both). The Sponsor, at its discretion, may accept a letter from the architect of record specifying the capacity. The Sponsor may withhold monthly payments for FTE that exceed capacity specified by the charter contract or approved facility capacity.
- f. The School's calendar will be consistent with the beginning of the Sponsor's calendar for each school year and must provide instruction for the minimum number of days required by law for other public schools. Should the School elect

to provide a summer program or year-round school, the School shall notify the Sponsor, in writing each year, to ensure appropriate record keeping.

g. Code of Conduct

- i. Only the Sponsor's School Board may expel a student.
- ii. The School shall follow the Sponsor's Code of Conduct, unless otherwise agreed upon by the parties, in writing. If an alternate Code of Conduct has been approved by the Sponsor, the Sponsor shall be provided a copy of the Code of Conduct annually. Any amendments must be approved by the Sponsor. Parent Contracts shall also be submitted to the Sponsor for approval.
- iii. The School may be required to provide proof of parent/guardian's receipt of code of conduct or parent contract, upon reasonable notice.

h. Facility Leases

- i. If a charter school will be leasing or subleasing a facility, the contract(s) between the School and landlord or sublessor shall be submitted to the Sponsor for review prior to the approval of the charter contract.
- ii. Any amendments to the lease shall be submitted to the Sponsor for approval prior to execution by the School.
- iii. A copy of all executed contracts must be provided to the Sponsor within the timeframe provided by the charter contract.
- iv. Any default or breach of the terms of the charter contract by the Lessor/sublessor shall constitute a default or breach of the charter contract by the School.

#### **14. Academic Accountability**

- a. The Superintendent or designee shall have ongoing responsibility for monitoring all approved charter schools. The Superintendent or designee and all School Board members shall have free and open access to the charter school at all times.
- b. The Sponsor shall monitor adherence to the educational and related programs as specified in the approved application which sets forth the School's curriculum; instructional methods; any distinctive instructional techniques to be used, which includes reading programs and specialized instruction for students who are reading below grade level; compliance with Sunshine State Standards; assessment accountability; and achievement of long and short term goals.
- c. The School shall make annual progress reports to the Sponsor as indicated by the Sponsor's Charter School Benchmarks.
- d. Special Education
  - i. Special Education (SPED) students will be educated in an inclusionary, least restrictive environment. The School shall ensure that SPED students are provided with programs and services implemented in accordance with federal, state, and local policies and procedures; and specifically, the IDEA, Section 504 of the Rehabilitation Act of 1973 and other related statutes and State Board of Education Rules.

- ii. The School shall deliver all educational and related services indicated on the student's IEP or EP.
- iii. The Sponsor shall be responsible for conducting and evaluating students referred for potential special education and gifted placement in accordance with federal and state statutes.
- e. English for Speakers of Other Languages (ESOL).-- Students who are of limited proficiency in English will be served by ESOL certified personnel who will follow the Sponsor's Limited English Proficient Plan, which meets the requirements of the *League of United Latin American Citizens (LULAC) et al v. State Board of Education Consent Decree*.
- f. The Sponsor may require all charter schools to submit to the Sponsor a school improvement plan to ensure a plan to maintain or raise student academic achievement within the timelines specified by the Sponsor. However, any School that receives the designation of a School In Need of Improvement (SINI) as defined by the Department of Education must submit to the Sponsor a school improvement plan for review and approval by the Sponsor for submission to the Department of Education within the timelines specified by the Department of Education and comply with all other requirements of the law.

#### **15. Financial Accountability**

- a. In order to provide comparable financial information, charter schools shall maintain all financial records 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. Charter schools shall provide annual financial reports and program cost report information by the deadlines specified in the charter contract, in the state-required formats for inclusion in the Sponsor's reporting in compliance with Fla. Stat. §1011.60(1) and 1002.33(9)(h). The financial statements are to be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting, regardless of corporate structure. The annual financial audit must be in the state required format.
- b. First year charter schools may be required to provide the Sponsor any of the following, which may be in addition to information otherwise required by law:
  - i. A sensitivity analysis and financial plan based on enrollment of 50%, 75% and 100% of projected capacity.
  - ii. Cash flow projections for the first year displayed by month and a plan to fund any cash flow shortfalls, updated monthly.
  - iii. Contingency plans to replace any loss of state funds for both operation and capital expenditures.
  - iv. Within forty-five (45) days of month end, reconciliations of all bank accounts, which must include a copy of the entire bank statement of each account, must be attached to the bank reconciliation.



- c. Title I: A charter school that is eligible to receive Title I funds shall submit an approved Title I Schoolwide Plan within three (3) months of becoming a designated Title I school. Failure to submit an approved plan will result in withholding of Title I funds.
- d. Financial Policies: The School shall establish and implement accounting and reporting policies, procedures, and practices for maintaining complete records of all receipts and expenditures. The School shall provide a copy of these policies to the Sponsor annually.
- e. Quarterly Reports: As specified by the Charter School Benchmarks, the School shall provide to the Sponsor all applicable financial statements including a Balance Sheet and a Statement of Revenues, Expenditures and Changes in Fund Balances. These reports must be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting, as stated in subsection (15)(a) above.
- f. Annual Financial Statements
  - i. Unaudited June 30 year-end financial statements shall be submitted to the District within the timelines specified by the charter contract. These financial statements must be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting.
  - ii. Annual Financial Audit - The charter school agrees to submit to and pay for an annual financial audit in compliance with Federal, State and School District regulations showing all revenue received, from all sources, and all expenditures for services rendered. The audit shall be conducted by an independent certified public accountant selected by the governing board of the charter school, and shall be delivered to the Sponsor in compliance with the charter contract. If the School's audit reveals a deficit financial position, the auditors are required to notify the School's governing Board, the Sponsor and the Department of Education in the manner defined in the charter contract. No later than May 1 of each year, the Charter School must formally notify the Sponsor of the name, address and phone number of the auditor engaged to perform the year end audit.
  - iii. Failure to comply with the timely submission of all financial statements in the required format specified by the Sponsor, shall constitute a material breach of the charter contract and will result in the Sponsor's withholding of subsequent payments to the School without penalty of interest, (including state capital payments), and may result in non-renewal or termination for good cause.
- g. Capital Outlay Payment Process
  - i. Using the State-issued form, each charter school requesting capital outlay funds must submit a Charter School Capital Outlay Plan to the Sponsor for review and approval. The plan must contain information on all capital outlay projects the charter school has completed or expects to complete for which reimbursement will be requested from currently available or future capital

- outlay funds. A charter school may include more capital projects in its plan than can be funded from the anticipated capital outlay allocation.
- ii. 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 also be submitted to the Sponsor along with the Charter School Capital Outlay Plan.
  - iii. 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 Sponsor along with the Charter School Capital Outlay Plan.
  - iv. Upon receipt of a complete Charter School Capital Outlay Plan from a charter school, the Sponsor's 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 Sponsor shall reject any Charter School Capital Outlay Plan for any charter school deemed to be financially unstable.
  - v. The Charter School Capital Outlay Plan Review Committee will be made up by the following M-DCPS staff members:
    - Chief Financial Officer (Chair)
    - Chief Facilities Officer or designee
    - Chief Budget Officer or designee
    - Controller or designee
    - Administrative Director, Division of Specialized Programs, or designee
  - vi. Each charter school will be notified in writing of the Charter School Capital Outlay Plan Review Committee's decision.
  - vii. 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 Sponsor and such other conditions are met in accordance with Florida Statute (including allocation of funds by the Commissioner) and the written agreement with the Sponsor that permits such distribution.
  - viii. 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, but are not limited to:
    - A. Copies of fully-executed contracts, such as: lease or lease purchase agreements; rental contracts; sales contracts; or construction contracts. If a lease has been amended or the location changes, a copy of the amended or new lease shall be provided to the Sponsor. If there is no change in the lease contract from the previous year, the charter school shall submit an assertion letter signed by the landlord and school's governing board Chair stating that the charter school is still leasing the current facility as well as the rent payments for the current year. If the amount of lease payment is

subject to an escalation clause, the assertion letter must be accompanied by a detailed calculation of the increase from the previous fiscal year.

B. Copies of signed purchase orders or bills of sale.

- ix. The Sponsor shall 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.
- x. The Sponsor shall retain a portion of the capital outlay allocation until needed by the charter school to pay current obligations.
- xi. Each capital outlay project undertaken by a charter school shall be in accordance with the requirements of the laws related to Educational Facilities.
- xii. Upon completion of each project, the charter school shall submit to the Sponsor 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 Sponsor shall make payment to the charter school accordingly in keeping with its own procedures for making such payments.

h. Review and Audit

- i. The District has the right to review and audit, upon request, all financial records of the charter school to ensure fiscal accountability and sound financial management pursuant to Fla. Stat. § 1002.33. The School shall provide the Sponsor with a copy of the management letter from any audits as well as any responses to the auditor's findings with a corrective plan which shall be prepared and submitted within thirty (30) days from the date of the management letter.
- ii. Financial Emergency – The charter shall ensure that, if a charter school internal audit or annual financial audit reveals a state of financial emergency as defined by Fla. Stat. § 218.503 or deficit financial position, the auditors must notify the School governing board, the Sponsor, and the Department of Education. If the Sponsor determines a school to be in "financial emergency" as defined by Fla. Stat. § 218.503, the Sponsor shall notify the School governing board, the Commissioner of Education and Legislative Auditing Committee. The School must provide the Sponsor a detailed financial recovery plan, prescribing actions that will cause the School to no longer be subject to financial emergency, within the timeline specified. The Sponsor will present the recovery plan to the Sponsor's independent Audit Committee for review and recommendation to the Sponsor's School Board. Unacceptable plans may result in termination of the charter contract.

- i. Grants
  - i. If the Sponsor is required to be the fiscal agent for a grant, the School shall comply with the Sponsor's grant procedures as indicated in the charter contract.
  - ii. The Sponsor shall receive written approval from the School to include the School in a District-wide grant. The appropriate pro-rata share of grants will be allocated to the School, as defined by the grant awarded.
  - iii. The School is required to maintain adequate records to support grant-funded programs for the minimum years prescribed by the law. The Sponsor may review these records, upon reasonable notice.

#### **16. Emergency Termination**

- a. The Superintendent or designee shall have the right to immediately take action for good cause or in the event the health, safety or welfare of the students is threatened. The Sponsor may take further action at the next Board meeting.
- b. The Sponsor, the Superintendent or the Superintendent's designee shall have the right to take any reasonable action consistent with the Florida Statutes and the State Board of Education rules to protect the health, safety or welfare of the students. In the event of immediate termination, the Sponsor shall assume the operation of the charter school for a period of time as determined solely and exclusively by the Sponsor.

- 17. Interpretation** -- In the event that an existing charter school contract provision is found to be inconsistent with this Rule, the contract provision prevails. However, the charter contract shall be updated to comply with this Rule upon its next amendment or renewal. Any charter approved after the adoption of this Rule is required to be fully consistent with this Rule in the first instance.

Specific Authority: 1001.41(1), (2); 1001.42(23); 1001.43(10), F.S.

Laws Implemented, Interpreted or Made Specific: 218.503(1); 1002.33; 1013.62, F.S.

**History:**

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

**New:**