

Freddie Woodson, Deputy Superintendent  
District/School Operations

**SUBJECT: PROPOSED AMENDMENT OF BOARD POLICIES:  
FINAL READING POLICY 9800, CHARTER SCHOOLS AND POLICY  
0133, QUASI-JUDICIAL**

**COMMITTEE: INSTRUCTIONAL EXCELLENCE AND COMMUNITY ENGAGEMENT**

**LINK TO STRATEGIC  
FRAMEWORK: STUDENT, PARENT, AND COMMUNITY ENGAGEMENT**

The School Board of Miami-Dade County, Florida, announced on October 19, 2011, its intention to amend Board Policies 9800, *Charter Schools*, and 0133, *Quasi-Judicial, Charter Schools (K-12)* at its meeting of November 22, 2011. The proposed amendment to these Policies are necessary to reflect 2011 legislative changes, including significant changes to the charter application, contract termination and appeal procedures, as well as to clarify charter school monitoring requirements and other general policies.

The Notice of Intended Action was published in the *Miami Daily Business Review* on October 24, 2011, posted in various places for public information, and mailed to various organizations representing persons affected by the amended policies and to individuals requesting notification.

The time to request a hearing or protest the adoption of these policies has elapsed.

In accordance with the provisions of the Administrative Procedure Act, these amended policies are presented to The School Board of Miami-Dade County, Florida, for adoption and authorization to file the policies in the official records of The School Board of Miami-Dade County, Florida.

Attached are the Notice of Intended Action and the policies proposed for amendment. Changes from the current policy are indicated by underscoring words to be added and ~~striking through~~ words to be deleted.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, adopt amended Board Policies 9800, Charter Schools, and 0133, Quasi-Judicial, and authorize the Superintendent to file the policies with The School Board of Miami-Dade County, Florida, to be effective on November 22, 2011.

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## NOTICE OF INTENDED ACTION

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, announced on October 19, 2011, its intention to amend Board Policies 9800, *Charter Schools*, and 0133, *Quasi-Judicial*, at its meeting of November 22, 2011.

**PURPOSE AND EFFECT:** The amendments reflect 2011 Florida legislative changes to the charter school application, termination and appeal processes, as well as various other changes in charter school monitoring requirements and policy clarifications.

**SUMMARY:** To amend Board Policies 9800, *Charter Schools*, and 0133, *Quasi-Judicial*, to comply with changes in the Florida Charter School statute and to clarify other general policies.

**SPECIFIC LEGAL AUTHORITY UNDER WHICH RULEMAKING IS AUTHORIZED:**  
1001.41 (1), (2); 1001.42 (25); 1001.43 (10), F.S.

**LAW IMPLEMENTED, INTERPRETED, OR MADE SPECIFIC:** 39.203, Chapter 120; 218.39; 218.391; 218.503(1); 286.23; 1002.33; 1002.331; 1002.345; 1011.60(1); 1013.62, F.S.

IF REQUESTED, A HEARING WILL BE HELD DURING THE BOARD MEETING OF November 22, 2011, 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 November 14, 2011, 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 AMENDED POLICIES are available at cost to the public for inspection and copying, in the Citizen Information Center, Room 158, 1450 N.E. Second Avenue, Miami, Florida 33132.

Originator: Mr. Freddie Woodson  
Date: October 3, 2011

**CHARTER SCHOOLS**

The School Board (“Sponsor” or “Board”) shall have oversight responsibility for all charter schools within Miami-Dade County. The Superintendent shall receive and review all charter applications and recommend to the Board approval or denial of each charter application and contract. The Board shall have final authority, by majority vote, to approve or deny any application and initial charter contract.

Initial charter contracts shall be approved for four (4) or five (5) years, and contracts renewed for five (5) years, unless a longer term is specifically required or allowed by law. Approved charter schools are public schools and shall receive goods and services from the Sponsor as required by law and/or specified through a separate contract with the Sponsor.

Charter school contracts may be terminated or non-renewed if the charter school:

- A. fails to participate in the State’s education accountability system created in F.S. 1008.31, or fails to meet the requirement for student performance as specified in the charter/contract;
- B. fails to meet generally accepted standards of fiscal management;
- C. violates the law, including but not limited to, the Sunshine law;
- D. materially breaches the contract;
- E. presents an immediate and serious danger to the health, safety and welfare to students; and/or
- ~~EF.~~ for other good cause shown.

**Application Procedure**

- A. Application Submission Guidelines

Applications for a public charter school will be accepted no later than 4:30 p.m., on or before the annual submission deadline, August 1st. If the submission deadline falls on a non-business day, the deadline shall be postponed to 4:30 p.m. on the next business day.

Applications shall be submitted to:  
Charter School Operations  
1450 Northeast 2<sup>nd</sup> Avenue  
Miami, Florida 33132

1. Individuals, organizations, institutions, and groups anticipating submission of an application are urged to contact the Charter School Operations Department for advice and counsel prior to completion of their applications.
2. The Sponsor and/or any of its designees shall not take unlawful reprisal against another Board employee because that employee is either directly or indirectly involved with a charter school application.
- ~~3. Before filing an application, charter school applicants must participate in training provided by the Florida Department of Education (FLDOE) or the District's FLDOE approved Applicant Training, if offered.~~
43. Applicants must submit an application on the most current Model Florida Charter School Application template with any other forms, templates, or appendices required by the Sponsor.
54. The Sponsor shall not charge any fees for processing or consideration of a charter school application. The Sponsor's approval of a charter shall not be predicated on the promise of any future pay of any kind.
65. The applicant and Sponsor may mutually agree, in writing, to extend the statutory timeline to consider the charter application. Such agreement shall detail the extension date or timeframe.
76. Charter schools shall not use or bear the name of an existing traditional public, charter, or private/parochial school in Miami-Dade County.
7. The Board may deny an application submitted by a high-performing charter school only if the Sponsor demonstrates by clear and convincing evidence that the application failed to meet one or more of the statutory criteria for a high-performing charter school.
8. In the event that a high performing application does not comply with requirements of the law, including but not

limited to, the provisions related to substantial replication and submission to a single school district in the state, the application will be deemed to be a traditional application and evaluated under the standard provisions of charter law.

B. Application Evaluation Process

1. The District shall review all applications using an evaluation instrument developed by the Florida Department of Education (FLDOE) and may include additional information or documents requested by the Sponsor.
2. The District shall evaluate all timely applications as submitted. During the evaluation process: 1) applications cannot be amended and 2) missing documentation and unsolicited information will not be accepted or considered. However, the District shall allow the applicant, upon receipt of written notification, seven (7) calendar days to make technical or non-substantive corrections and clarifications of grammatical or typographical errors and to add missing signatures, if such errors are identified by the Sponsor as cause to deny.
3. The Sponsor shall deny any application that does not comply with the statutory requirements and/or Sponsor's instructions for charter school applications.
4. Additional Information
  - a. The Sponsor may solicit information regarding: (1) history and background of individual applicants and/or founding/governing boards and its individual members including, but not limited to, a 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 professional services; and (2) 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 used to evaluate the applicant's ability to operate a charter school.

- b. The Sponsor may solicit additional information during the review and evaluation of the charter school application such as whether the applicant currently operates charter schools in Florida and if the proposed school will be a replication of an existing school design. This information may be used to evaluate the applicant's ability to operate a charter school.
  - c. The applicant may provide evidence of prior experience in establishing and operating public charter schools. Evidence of prior experience and success in establishing and operating charter schools shall be considered in making a determination to recommend approval or denial of an application.
  - d. If applicant is requesting to replicate a High Performing charter school, the Sponsor shall:
    - 1. request a copy of the required letter from the Commissioner of Education verifying High Performing Status of the school to be replicated;
    - 2. evaluate whether there exists adequate evidence of substantial replication of the educational program of the existing High Performing school;
    - 3. require that the applicant clearly articulate in the body of the application that the proposed school is being submitted as a replication under s. 1002.331 (3)(a), Florida Statutes; and
    - 4. require information that substantiates that the applicant has not submitted a high performing replication application to any other school district in Florida during the current application cycle.
5. Technical Review Committee (TRC) - The TRC may review applications that comply with the Sponsor's application instructions and make recommendations to the Application Review Committee (ARC). Applications that exhibit significant deficiencies will not be reviewed by ARC but will be forwarded directly to the Superintendent with a recommendation for denial.
- a. The TRC may be comprised of one (1) or more representatives from District departments deemed

necessary by the Sponsor to properly review the applications. At a minimum, TRC may include department representatives that oversee the following areas:

- 1) Assessment, Research and Data Analysis and Program Evaluation
  - 2) Curriculum and Instruction (including core subject areas, ELL, SPED, and Gifted)
  - 3) Budget and Finance (including Risk Management)
  - 4) District/School Operations (including Attendance, Food & Nutrition, and Transportation)
  - 5) Facilities
  - 6) Human Resources (including Civil Rights and Diversity)
- b. TRC membership may be increased or decreased based on the type of application submitted.
6. Application Review Committee (ARC) - The purpose of this committee is to identify deficiencies in the written application and/or areas that require clarification to fully evaluate the quality of the application or the capacity of the applicant to properly implement the proposed plan.

Applicants are notified and requested to attend the review. The applicant shall have at least one (1) governing board member present. The ARC may, at its sole discretion, evaluate the application without any additional input from the applicant if at least one (1) governing board member of the charter school is not available. The ARC shall review applications forwarded by TRC and consider the recommendations of the TRC. By majority vote, the ARC shall make a recommendation to the Superintendent to approve or deny each application. All applications will be submitted to the Sponsor by the Superintendent with a recommendation for approval or denial.

- a. The ARC 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:
- 1) District/School Operations (Chair) (non-voting except in case of tie)
  - 2) Assessment, Research and Data Analysis
  - 3) Attendance Services
  - 4) Charter School Operations
  - 5) Curriculum and Instruction
  - 6) Diversity Equity and Excellence Advisory Committee
  - ~~7) Education (school principal)~~
  - ~~8) Facilities~~
  - ~~9) Financial Operations~~
  - ~~10) Human Resources~~
  - ~~11) Management and Compliance Audits (non-voting)~~
  - ~~12) Performance Management~~
  - ~~13) Special Education~~
- b. A majority of the entire membership constitutes a quorum for voting purposes.

C. Applicant Training

After an application is approved and at least thirty (30) calendar days prior to the first day of classes, charter school applicants must participate in training by the Department of Education or the district's training if offered. If the applicant is a management company or a not-for-profit organization, the charter school principal and the chief financial officer or equivalent shall participate in the training. A high-performing



charter school or charter school system applicant is not required to participate in the training more than once.

D. Appeals of Application Denials

1. Pursuant to state law, if an application is denied, the District shall, within ten (10) calendar days after the denial, articulate in writing the specific reasons for the denial, based upon good cause, and shall provide the letter of denial and supporting documentation to the applicant and the DOE. An applicant may appeal the Board's failure to timely act upon, or denial of, an application by submitting a request in writing to the State Board of Education and the Sponsor no later than thirty (30) calendar days after receiving a notice of denial.
2. If a high-performing charter school application is denied, the District must, within ten (10) calendar days after the denial, articulate in writing the specific reasons based upon the statutory criteria and provide the notice of denial and supporting documentation to the applicant and the DOE. The applicant may appeal the denial directly to the State Board of Education pursuant to state law.

**Charter Contract and Contract Negotiation Process**

A standard charter contract shall be consistent with this policy and approved by the Contract Review Committee (CRC) to be used as the basis for all charters approved under this policy. All new contracts and amendments that materially alter the contract-amendments, as approved by the CRC, must be presented to the Sponsor.

A. Initial Charter Contract

1. Initial contract shall be for a term of four (4) or five (5) years unless a longer term is specifically required or allowed by law.
2. Prerequisites for considering a contract or negotiating a contract:
  - a. Evidence of a proper legal structure (e.g., articles of incorporation, bylaws, municipal charter). The applicant shall be a not for profit organized pursuant to F.S. Chapter 617.
  - b. Actual location and evidence that a facility has been secured for the term of the charter. Evidence may include, but is not limited to: letter of intent from the landlord or mortgagee indicating property usage and

term of occupancy, executed lease or certificate of occupancy, and/or use or occupational license indicating proper use.

- c. If more than one school will operate on the site, the applicant shall identify the grade levels, number of students in each class and the number of students enrolled in each school.
- d. The sponsor may solicit additional information about the proposed facility from the landlord, mortgagee or appropriate jurisdictional agencies.

**B. Charter Contract Negotiations**

- 1. The Contract Review Committee (CRC) shall be convened to negotiate any contract or amendment that significantly deviates from the standard charter contract. In such instances, the CRC shall make a recommendation of approval or denial to the Superintendent. The applicant shall have at least three (3) representatives available to answer questions from the CRC. Such representation shall include the following: one (1) governing board member, one (1) proposed key employee of the school (i.e., principal/director), and one (1) additional representative. The CRC may, at its sole discretion, not negotiate a contract if at least one (1) founding/governing board member and proposed employee of the charter school is not available to answer questions from the CRC.
- 2. The CRC shall be comprised of members of the Superintendent's cabinet, or their appropriate designees, from the following areas of expertise:
  - a. District/School Operations (Chair) (non-voting except in case of tie)
  - b. Assessment, Research and Data Analysis
  - c. Attendance Services
  - d. Charter School Operations
  - e. Curriculum and Instruction
  - f. Facilities

- g. Financial Operations
- h. Grants Administration
- i. Human Resources
- j. Management and Compliance Audits (non-voting)

A majority of the entire membership constitutes a quorum for voting purposes.

C. Request to Extend Negotiations/School Opening

1. The applicant and Sponsor may mutually agree to extend the statutory timeline to negotiate and consider approval of the charter contract for a period not to exceed one (1) year from the approved opening date in the charter school application. Requests shall be submitted to Charter School Operations, in writing, by an authorized agent of the charter school, detailing the reason for the requested extension. The decision whether or not to extend the negotiation period shall be at the sole discretion of the Sponsor.
2. If the statutory timeline to negotiate and enter into a charter contract is extended and prior to resuming negotiations, the applicant shall ~~update~~ provide an updated budget, application and revisions necessitated by the delay. The term of the contract shall be adjusted to reflect cancellation of one year of the term.
3. The application shall be automatically rescinded, without further action by the Sponsor, if the applicant does not enter into contract negotiations or open the school within: (1) the timeframe specified by law, or (2) the date of extension which has been mutually agreed upon in writing by both parties.
4. Unless extended pursuant to this policy, an approved applicant shall open its charter school at the beginning of the Sponsor's next school year following the approval of the charter school application.
5. An approved contract shall be automatically revoked, without further action by the Sponsor, if the applicant does not open the school on: (1) the first day of school of the initial school year indicated in the contract, or (2) the first day of the school year indicated in the approved deferral.

D. Charter Contract Amendments

1. 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. Unilateral modification made by the charter school is grounds for termination or non-renewal.
2. Amendments may be considered by the Sponsor if either party can demonstrate that an amendment is necessary to protect the health, safety, or welfare of the students and/or the school has satisfactory academic performance, fiscal management, and operational compliance.
3. All contract amendment requests shall be submitted in writing to Charter School Operations by an authorized agent of the charter school.
4. The charter school shall provide evidence of governing board approval for all proposed amendments (e.g., governing board resolution, governing board meeting minutes).
5. At the sole discretion of Sponsor, additional information or documentation may be requested for consideration of any amendment requests.
6. Any charter school seeking an amendment must demonstrate the following:
  - a. success of the current academic program;
  - b. achievement of its goals and objectives, related to accountability standards;
  - c. viability of the organization and school; and
  - d. compliance with terms of the charter.

The Sponsor shall deny an amendment request if the charter school fails to demonstrate any of items (a) – (d).

7. Requirements for Amendment Requests
  - a. Education Program Amendments

Significant changes in the curriculum or changes in grade levels (except for high-performing charter schools) constitute a change in the educational program and shall require an amendment which may include submission of a revised charter school application pursuant to the initial application process. Requests for such amendments shall include the following information and supporting documentation:

- 1) justification for change
- 2) effective date of the change
- 3) evidence that financial implications, feasibility, and student access issues have been addressed, including provisions for all required resources, staff, and materials
- 4) evidence of parental support

A charter school designated as high-performing pursuant to state law shall notify the Board in writing by March 1, of the preceding school year, of its intent to expand the grade levels it serves the following year. The written notice will specify the grade levels that will be added and redistribution of enrollment. Failure to timely notify the Sponsor will preclude the school from changing its grade levels under this provision in the law.

b. Location Amendments

- 1) Changes in locations or addition of location (i.e., relocation, secondary campus, satellite locations) shall include the following information and supporting documentation:

- (a) description of location, including identification as permanent or temporary

If the relocation will be temporary, the request shall include the period of time during which the school will be at the temporary location.

- (b) effective date of the relocation

- (c) evidence that financial implications, feasibility, and student access issues have been addressed
  - (d) evidence of parental support for the new facility
  - (e) evidence of the school's property interest in the facility (owner or lessee)
  - (f) a disclosure affidavit in accordance with F.S. 286.23, if the school leases the facility
- 2) The Sponsor, at its sole discretion, may limit the number of facilities, campuses, and/or locations associated with a charter school's operations.
  - 3) The school shall not change or add facilities or locations at any time during the term of this contract without prior approval of the Sponsor through the contract amendment process. Violation of this provision constitutes a unilateral amendment or modification of this contract and good cause for termination.
  - 4) If the request for a location amendment involves a facility in which other schools are operating, the names of the school(s), the grade levels, number of classrooms, number of students in each class, and the number of students enrolled in each school shall be included in the request, in addition to the information and documentation described in paragraphs a and b above.
  - 5) No later than thirty (30) days prior to the opening of schools or the initial use of the facility by the school, the school shall have an approved contract and evidence of all necessary permits, licenses, zoning, use approval, facility certification and other approvals required for use of the facility by the local government.

c. Enrollment Capacity Amendments

Changes to enrollment capacity shall include the following information and supporting documentation:

- 1) justification for change
- 2) effective date of the change
- 3) evidence of proper facility approvals and/or allowable facility capacity
- 4) evidence that financial implications, feasibility, and student access issues have been addressed
- 5) evidence of parental support

A charter school designated as high-performing pursuant to state law shall notify the Board in writing by March 1, of the preceding school year, of its intent to increase enrollment the following year. The written notice shall specify the number of students by which the enrollment will increase, by grade level. Failure to timely notify the Sponsor will preclude the school from amending its enrollment under this provision in the law.

d. Management Company Contract Amendments

All proposed amendments to the contract between the school and the management company must be submitted to the Sponsor prior to execution. Material changes to the original mission of the school's scope of services, or in the Management Company, may require an amendment to this contract.

8. The CRC shall be convened to negotiate any significant amendments or any changes in the contract that significantly deviate from the standard charter contract language.
9. Whenever a contract is amended or renewed, it shall be updated to comply with this policy and the current standard charter contract.

**Pre-Opening Requirements**

No later than thirty (30) days prior to the initial use of the facility by the school, the school shall have an approved contract and provide evidence of all necessary permits, licensing, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. Failure to comply shall result in automatic rescission of the contract, with no further action by the Sponsor.

**School Governance/Management**

- A. Charter schools shall organize or be operated by a non-profit organized pursuant to F.S. Chapter 617, a municipality, or another public entity, as provided by law.
- B. Charter School's Governing Board Requirements
  - 1. The charter school's governing board shall be solely responsible for the operation of the charter school which includes, but is not limited to, school operational policies; academic accountability; and financial accountability.
  - 2. Each charter school governing board shall appoint a school representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in Miami-Dade County and the representative's name and contact information must be provided in writing to parents of children enrolled in the school at least annually and must also be prominently posted on the charter school's website.
  - 3. The charter school's governing board shall hold at least two (2) public meetings per school year in Miami-Dade County. The meetings must be noticed, open and accessible to the public and attendees must be provided the opportunity to receive information and provide input regarding the charter school's operations. The appointed representative and the principal or director must be physically present at each meeting.
- 24. Governing board members must:
  - a. notify the Sponsor of changes in membership within forty-eight (48) hours of change;
  - b. successfully fulfill a background check by the Sponsor, as specified by law, within thirty (30) days of appointment.



Costs of background screening shall not be borne by the Sponsor.

35. Governing board members ~~must~~ shall develop and approve by-laws and policies which govern the operations of the board and the charter school prior to execution of the charter contract and annually consult with charter school staff to refine overall policy decision-making of the charter school as ~~it~~ regarding curriculum, financial management, and internal controls.
46. Governing board members ~~must~~ shall not be an employee of the charter school or receive compensation, directly or indirectly, from the charter school's operations, including but not limited to: grant funds; lease/mortgage payments; or contracted service fees.
57. Governing board members ~~must~~ shall participate in FLDOE sponsored charter school governance training to ensure that each board member is aware of his/her duties and responsibilities, pursuant to State Board Rule F.A.C. 6A-6.0784:
  - a. Each governing board member must complete a minimum of four (4) hours of instruction focusing on Government in the Sunshine, conflicts of interest, ethics, and financial responsibility as specified in F.S. 1002.33(9)(k). After the initial four (4) hour training, each member is required, within the subsequent three (3) years and for each three (3) year period after that to complete a two (2) hour refresher training on the four (4) topics above in order to retain his/her position on the charter school board. Any member who fails to obtain the two (2) hour refresher training within any three (3) year period must take the four (4) hours of instruction again in order to remain eligible as a charter school board member.
  - b. New members joining a charter school board must complete the four (4) hour training with ninety (90) days of appointment to the board.
68. Dispute Procedures (Sponsor versus Charter School Governing Board)

Nonrenewal and termination decisions are not subject to this dispute resolution process and must follow the procedures in the charter school statute and the charter contract.

- a. The Sponsor and the charter 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.
- b. Either party shall notify the other party that a dispute exists between them. The 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 and the charter school's director for further consideration and discussion to attempt to resolve the dispute.
- c. Should the representatives 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 party to the Superintendent and to the school's governing board chair for further consideration and discussion to attempt to resolve the dispute.
- d. 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.

79. Conflict Resolution (Charter School versus Parents/Legal Guardians, Employees, and Vendors)

- a. All conflicts between the charter school and the parents/legal guardians of the students enrolled at the charter school shall be handled by the charter school or its governing board.

- b. Evidence of each parent's/guardian's acknowledgement of the charter school's Parent Conflict Resolution Process shall be available for review upon request by the Sponsor.
- c. All conflicts between the charter school and the employees of the charter school shall be handled by the charter school or its governing board.
- d. All conflicts between the charter school and vendors of the charter school shall be handled by the charter school or its governing board.
- e. The Sponsor shall be provided with the name and contact information of the parties involved in the charter school's conflict resolution process. Representatives of the school's contracted vendors or entities (e.g. education service providers, management companies, consultants) may not serve as the conflict resolution contact for conflicts between the school and parents. The Sponsor shall be notified immediately of any change in the contact information.

**C. Management Companies/Education Service Provider**

- 1. If a management company/education service provider or a combination of contracted professionals will be managing the charter school, the contract(s) between the charter school and company(ies) shall be submitted to the Sponsor for review prior to the approval of the charter school's contract. If a decision to hire any of these entities occurs subsequent to the execution of the charter contract or amendment, the contract(s) between the charter school and company(ies) shall be submitted to the Sponsor before any payment is made to any of the entities.
- 2. Any amendments to these contracts shall be submitted to the Sponsor for approval prior to execution by the charter school. A copy of all executed contracts must be provided to the Sponsor within the timeframe provided by the charter contract.
- 3. All management company/education service provider contracts with the charter 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 charter school to

terminate the contract and must comply with terms as stated in the charter contract between the charter school and the Sponsor. Any default or breach of the terms of the charter contract by the management company(ies)/education service providers shall constitute a default or breach of the charter contract by the charter school.

4. Neither employees of the management company/education service provider nor members of the management company's/education service provider's, employees' families, as defined by Board Policy 1130, Assignments, Policy 3130, and Policy 4130, shall serve on the charter school's governing board or serve as officers of the Corporation.
5. The District may, at its sole determination, provide management services to a charter school through a separately negotiated management agreement.

D. Charter School Employees

1. A charter school shall disqualify instructional personnel and school administrators, as defined in F.S. 1012.01, from employment in any position that requires direct contact with students if the personnel or administrators are ineligible for such employment under F.S. 1012.315.
2. Charter school personnel may not appoint, employ, promote, or advance any relative, or advocate for appointment, employment, promotion, or advancement of any relative to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control pursuant to F.S. 1002.33.
3. Before employing instructional personnel or school administrators in any position that requires direct contact with students, a charter school shall conduct employment history checks of each of the personnel's or administrators' previous employer(s), screen the instructional personnel or school administrators through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the charter school must document efforts to contact the employer.
4. Employees, representatives, agents, subcontractors, or suppliers who are permitted access on school grounds when students are present, who have direct contact with students

or who have access to or control of school funds must meet level 2 screening requirements as described in F.S. 1012.32 and 435.04.

5. School employees shall not be hired prior to the Sponsor's receipt and review of the fingerprinting and Level 2 background screening results of the charter school applicants from the Florida Department of Law Enforcement and the Federal Bureau of Investigation. Potential school employees shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The school shall not to hire applicants whose fingerprint check and Level 2 screening results reveal non-compliance with standards of good moral character as determined by the Sponsor.
6. The school agrees to conduct general drug screening on all applicants for instructional and non-instructional positions with the school, including contracted personnel, in compliance with Policy 1124, Drug-Free Workplace, Policy 3124, and Policy 4124 and the *Miami-Dade County Public Schools Drug-Free Workplace Technical Guide*. School employees shall not be hired prior to the Sponsor's receipt and review of drug screening results. The School shall not hire applicants who have received a negative drug screening result.
7. Either the charter school or the applicant must pay the cost of background screening.

### **School Operations**

- A. The charter school shall comply with the Charter School Benchmarks, as disseminated for each school year.
- B. The charter school shall utilize the Charter School Compliance Monitoring System (CSCMS), or any other monitoring software or compliance monitoring procedure in use by the Sponsor, in order to maintain accountability with the Charter School Benchmarks and document compliance with contractual requirements within the timelines specified.
- C. 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 charter

school's governing board chair, charter school principal and appropriate Sponsor staff.

- D. The charter school shall obtain the appropriate facility capacity approvals from the jurisdictional authority where 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 if the capacity is not provided by the facility's jurisdictional authority. The Sponsor may withhold monthly payments for FTE that exceed capacity specified by the charter contract or approved facility capacity.
- E. The charter school's calendar will be consistent with the beginning of the Sponsor's calendar for the first school year and must provide instruction for the minimum number of days and minutes required by law for other public schools. Should the charter school elect to provide a summer program or year-round school, the charter school shall notify the Sponsor, in writing, each year to ensure appropriate record keeping.
- F. Student Code of Conduct, Student Handbooks, and Parent Contracts
  - 1. Only the Sponsor may expel a student.
  - 2. The charter school shall follow the Sponsor's Student Code of Conduct or an alternate code of conduct approved by the Sponsor. The Sponsor shall be provided a copy of an approved alternate student code of conduct annually. Any amendments must be approved by the Sponsor prior to implementation. Evidence of governing board approval are required for amendments proposed by the school.
  - 3. Any student/parent handbooks and parent contracts shall also be submitted to the Sponsor for approval prior to implementation. Any amendments must be approved by the Sponsor, prior to implementation. Evidence of governing board approval are required for all amendments proposed by the school.
  - 4. The charter school may be required to provide proof of parent/guardian's receipt of student code of conduct, handbook, or parent contract.
  - 5. Violations of parent contracts shall not result in involuntary withdrawal of a student in the same school year of the

violations. Violations of the parent contract may result in the student not being re-enrolled or losing enrollment preference for the following school year.

6. The school may not require, or determine the amount of, monetary donations in lieu of volunteer hours or other parental obligations.

G. Charter School Student Transfers

The process for student transfers can be found in Policy 5131, Student Transfers.

H. Food Service and Transportation

Transportation and food services are the responsibility of the charter school, ~~and~~ ~~These services~~ must be provided by the school according to District, State, and Federal laws, rules, and regulations.

I. Facility Leases

1. If a charter school will be leasing or subleasing a facility, the contract(s) between the charter school and landlord or sublessor shall be submitted to the Sponsor for review.
2. Any amendments to the lease shall be submitted to the Sponsor for review prior to execution, by the charter school.
3. A copy of all executed contracts must be provided to the Sponsor within the timeframe provided by the charter contract.
4. 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 charter school.
5. At its sole discretion, the Sponsor may provide facilities to a District-managed charter school.

J. Academic Accountability

1. ~~The Superintendent-Sponsor or designee shall have ongoing responsibility for monitoring all approved charter schools.~~ The Superintendent or designee District administrators, staff

and all Board members shall have free and open access to the charter school at all times.

2. The Sponsor shall monitor adherence to the educational and related programs as specified in the approved application, curriculum, instructional methods, any distinctive instructional techniques to be used, reading programs and specialized instruction for students who are reading below grade level, compliance with State standards, assessment accountability, and achievement of long- and short-term goals. 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.
3. The charter school shall make annual progress reports to the Sponsor as indicated by the Sponsor's Charter School Benchmarks.
4. Special Education
  - a. Special Education (SPED) students shall be educated in an inclusionary, least restrictive environment. The charter 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.
  - b. The charter school shall deliver all educational and related services indicated on a student's IEP or EP.
  - c. 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.
  - d. Non-compliance shall result in the Sponsor's withholding of subsequent payments to the charter school without ~~penalty~~ of interest (including state capital outlay payments), and may result in non-renewal or termination for good cause.
5. English Language Learners (ELL) -- 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.

6. ~~The Sponsor shall require a~~ All charter schools shall submit to the Sponsor a school improvement plan to the Sponsor that to ensure a plan to maintain or raises student academic achievement within the timelines specified by the Sponsor and the FLDOE.

K. Financial Accountability

1. 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 school governing boards shall also annually adopt and maintain an operating budget as required by F.S. 1002.33(9)(h). 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 F.S. 1011.60(1) and 1002.33(9)(g). The financial statements are to be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting, regardless of corporate structure F.S. 1002.33(9)(g). The annual financial audit must be in the State-required format.
2. 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:
  - a. A sensitivity analysis and financial plan based on enrollment of fifty percent (50%), seventy-five percent (75%), and 100% of projected capacity.
  - b. Cash flow projections for the first year, displayed by month, and a plan to fund any cash flow shortfalls, updated monthly.
  - c. Contingency plans to replace any loss of State funds for both operation and capital expenditures.
  - d. 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.

3. Title I: Upon District Title I Program designation, a memorandum of record will be mailed directly to the governing board chairperson, for the upcoming school year's Title I Program budget. The school shall complete and submit to Title I Administration for approval the school's Title I Budget Appropriation Details Form for the upcoming school year using the Title I allocation within specified Title I Programs as listed in the memorandum of record. The budget form will be returned to the school for expenditures as authorized. If a Title I Program budget amendment becomes necessary, the school must resubmit the request to the Title I Administration on the approved Budget Appropriation Details Form, thirty (30) days in advance of the identified need, and wait for signed authorization.

All documentation, including but not limited to, Title I Accountability and Technical Assistance Team (A-TAT) School Site Compliance documents, agendas, schedules, minutes, time sheets, receipts, invoices, purchase orders, rosters, etc., must be maintained at the school for a minimum of five (5) years to validate the use of Title I school site allocations.

Additionally, for purposes of determining Title I student eligibility, Title I funding will only be provided for students entered into the District Lunch Program Menu in the ISIS File with approved free or reduced-price meal benefit. (The area that shows the student is eligible for free and reduced priced lunch.)

4. Financial Policies: The charter school shall establish and implement accounting and reporting policies, procedures, and practices for maintaining complete records of all receipts and expenditures. The charter school shall provide a copy of these policies to the Sponsor annually.

5. Payments to charter schools ~~by Sponsor~~
- a. Florida Education Finance Program (FEFP) Payments – The Sponsor shall calculate and submit twelve (12) monthly payments to the charter school. The first payment will be made by July 31st; and the other payments will be made by the fifteenth (15th) of each month beginning with August 15th.
  - b. Capital Outlay Payments – The Sponsor shall make payments to the school upon receipt of all required supporting documentation as referenced in the section 13.h. – Capital Outlay Payment Process.
  - c. Miscellaneous Payments – The Sponsor shall make timely miscellaneous payments to the school upon receipt of funding from the Florida Department of Education (FLDOE) for various programs including Title I and MAP.
  - d. Bank Account – The Sponsor shall remit charter school payments only to depository accounts in the same name as the school. The school shall submit a bank information form providing all necessary bank account information and signed by the current governing board chair of the school. The Sponsor shall not send payments to a trust account or any account not held and completely controlled by the school.
  - e. Conditions for Non-payment – The Sponsor may withhold payment, without ~~penalty of~~ interest, for violation of law or as specified in the charter school contractual agreement. This includes, but is not limited to: failure to comply with financial requirements, failure to provide proper banking wiring instructions, exceeding contracted enrollment capacity or allowable facility capacity, insufficient instructional minutes and/or days, inappropriate facility licenses, approvals and/or permits, and failure to obtain successful background clearance for potential employees, contractors, and/or governing board members.

6. Financial Reports: As specified by the Charter School Benchmarks, the charter school shall provide to the Sponsor all required 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.
7. Annual Financial Statements
  - a. Unaudited June 30th year-end financial statements shall be submitted to the Sponsor within the timelines specified by the charter contract. These financial statements must be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting.
  - b. Annual Financial Audit - The charter school agrees to submit to and pay for an annual financial audit, in compliance with Federal, State and Sponsor 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 charter school's audit reveals a deficit financial position, the auditors are required to notify the charter school's governing board, the Sponsor and the Florida Department of Education in the manner defined in the charter contract. No later than May 1st 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.
    - 1) Selection Procedures -- Charter schools shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit pursuant to the processes described in F.S. 218.39 and 218.391, which includes, but is not limited to: the establishment of an audit committee and request for proposal (RFP) for audit services, public advertisement of RFP, and development of evaluation and selection criteria.

2) Requirements -- Pursuant to F.S. 218.391, the procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. An engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

- (a) a provision specifying the services to be provided and fees or other compensation for such services
- (b) a provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract
- (c) a provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed

c. 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 charter school without ~~penalty of interest~~, (including state capital payments), and may result in non-renewal or termination for good cause.

8. Capital Outlay Payment Process

a. 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 be accompanied by a list of 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.

- b. 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.
- c. 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.
- d. 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.
- e. The charter school Capital Outlay Plan Review Committee will be made up by the following District staff members:
  - 1) Chief Financial Officer (Chair)
  - 2) Chief Facilities Officer or designee
  - 3) Chief Budget Officer or designee
  - 4) Controller or designee
  - 5) Assistant Superintendent, School Choice, or designee

A majority of the entire membership constitutes a quorum for voting purposes.

- f. Each charter school will be notified in writing of the charter school Capital Outlay Plan Review Committee's decision.
- g. 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 other such 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.
- h. 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:
  - 1) 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 the charter school's governing board chair stating that the charter school is still leasing the current facility as well as the amount of 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.
  - 2) Copies of signed purchase orders or bills of sale.
- i. 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.

- j. The Sponsor shall retain a portion of the capital outlay allocation until needed by the charter school to pay current obligations.
  - k. Each capital outlay project undertaken by a charter school shall be in accordance with the requirements of the laws related to Educational Facilities.
  - l. Upon completion of each project, the charter school shall submit to the Sponsor: (1) the permanent Certificate of Occupancy issued by the authority of the appropriate jurisdiction; (2) an affidavit by the architect or engineer of record that the project is completed in accordance with the design documents; and (3) 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.
9. Review and Audit
- a. The Sponsor has the right at any time to review and audit all financial records of the charter school to ensure fiscal accountability and sound financial management pursuant to F.S. 1002.33. The charter school shall provide the Sponsor with a copy of the management letter from any audits as well as the 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.
  - b. Deteriorating Financial Condition and Financial Emergencies (F.S. 1002.345)
    - 1) Deteriorating Financial Condition  
"Deteriorating financial condition" means a circumstance that significantly impairs the ability of a charter school or a charter technical career center to generate enough revenues to



meet its expenditures without causing the occurrence of a condition described in F.S. 218.503(1).

- (a) A charter school shall be subject to an expedited review by the Sponsor upon the occurrence of any of the conditions specified in F.S. 1002.345.
  - (b) The Sponsor shall notify the governing board within seven (7) business days after one or more of the conditions are identified or occur.
  - (c) The governing board and the Sponsor shall develop a corrective action plan and file the plan with the Commissioner of Education within thirty (30) business days after notification is received as provided in paragraph (2). If the governing board and the Sponsor are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall implement such plan.
  - (d) Failure to implement the corrective action plan within one (1) year shall result in additional action prescribed by the State Board of Education, including the appearance of the chair of the governing board before the State Board of Education.
  - (e) The Sponsor may require periodic appearances of governing board members and charter school representative.
- 2) Financial Emergency – The charter shall ensure that, if a charter school's internal audit or annual financial audit reveals a state of financial emergency as defined by F.S. 218.503 or deficit financial position, the auditors shall notify the charter school's governing board, the Sponsor, and the Florida Department of Education. If the charter school is found to be

in a state of financial emergency, a financial recovery plan shall be filed with the Sponsor and the Florida Department of Education, pursuant to F.S. 1002.345.

- 3) Annual progress of the corrective action plans and/or financial recovery plans shall be included in an annual progress report to the Sponsor.
  - 4) The Sponsor may require periodic appearances of governing board members and charter school representative.
- c. A Financial Recovery Plan Staff Group (FRSG) shall be convened to review and monitor financial statements, corrective action plans and financial recovery plan(s) submitted by the charter school(s). The FRSG shall report progress and when applicable, make recommendations to the Chief Auditor. At least one (1) representative of the charter school must be available to answer questions.
- 1) The FRSG shall be comprised of staff members from Financial Operations, Charter School Operations, and, when appropriate, the Office of Management and Compliance Audits.
  - 2) The Chief Auditor will present the FRSG's recommendation to the Sponsor's independent Audit Committee for review and recommendation to the Board.
  - 3) Inability to cure a deteriorating financial condition and/or status of financial emergency shall result in termination of the charter school contract.

10. Grants

- a. If the Sponsor is required to be the fiscal agent for a grant, the charter school shall comply with the Sponsor's grant procedures as indicated in the charter contract.
- b. The Sponsor shall receive written approval from the charter school to include the charter school in a

Sponsor-wide grant. The appropriate pro-rata share of grants will be allocated to the charter school, as defined by the grant awarded.

- c. The charter 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.

### **Charter Renewals**

Prior to renewal of a charter, the Sponsor shall perform a program review to determine the following:

- A. the level of success of the current academic program,
- B. achievement of the goals and objectives required by state accountability standards and successful accomplishment of the criteria under F.S. 1002.33(7)(a),
- C. the viability of the organization,
- D. compliance with terms of the charter, and
- E. that none of the statutory grounds for non-renewal exist.

Any charter 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 for items ~~(1A)~~-~~(5E)~~ above.

Renewals shall be for a term of five (5) years unless a longer term is specifically required or allowed by law. Upon approval, the charter contract will be renewed following the charter negotiation process. Charter schools that are not granted a renewal may appeal by ~~shall following~~ the non-renewal appeal process.

### **Terminations and Non-Renewals**

#### ~~A. Charter Termination/Non-renewal Process~~

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.

- ~~A. Ninety-Day Termination/Non-Renewal: Upon~~ At least ninety (90) days' notice prior to the conclusion of the current term of a charter, the Sponsor may choose not to renew or to terminate the charter based on the grounds specified in law or the charter contract. If the charter school requests an informal hearing, pursuant to law, the Sponsor designates the Superintendent to conduct the informal

~~hearing and make a recommendation to the Sponsor. The Superintendent may request that the CRC conduct the informal hearing, renewing or terminating a charter contract, the Sponsor shall notify the charter school governing board of the proposed action in writing. The notice shall state in reasonable detail the basis for the proposed action. Within fourteen (14) calendar days after receiving the notice, the school's governing board may request a hearing by filing a written request with the School Board Clerk pursuant to Board Policy 0133, who will forward the request to the Board Attorney's Office. The Board Attorney's office will file the request with the Division of Administrative Hearings (DOAH) which will conduct the hearing pursuant to Chapter 120, F.S. The DOAH recommended order shall be submitted to the Sponsor which will adopt a final order. The final order shall state the specific reasons for the Sponsor's decision and provide it to the charter school's governing board and the Department of Education no later than 10 calendar days after issuance.~~

B. Immediate Termination: The Sponsor may immediately terminate a charter school contract pursuant to law. Upon immediate termination, the Sponsor shall notify the charter school governing board and principal in writing of the basis for the immediate termination. Within ten (10) calendar days after receiving the notice, the charter school may request a hearing by filing the request in writing with the School Board Clerk pursuant to Board Policy 0133, who will forward the request to the Board Attorney's Office. The Board Attorney's office will file the request with the Division of Administrative Hearings (DOAH) which will conduct the hearing pursuant to Chapter 120, F.S. The DOAH recommended order shall be submitted to the School Board which will adopt a final order. The final order shall state the specific reasons for the Sponsor's decision and provide it to the charter school's governing board and the Department of Education no later than 10 calendar days after issuance. The final order shall be issued within sixty (60) days after the date of the request. The Sponsor shall operate the school through the date of issuance of the final order unless the continued operation of the charter school would materially threaten the health, safety, and welfare of the students. Upon termination, the charter school must immediately provide the Sponsor access to its accounts and records, including but not limited to, banking accounts, installment accounts, and student, financial, and personnel records.

C. Voluntary Termination: The charter school's governing board may also elect not to renew the charter. In the case of non-renewal or termination, the following procedures apply:

- ~~1. The charter school shall be dissolved under the provisions of the law under which the charter school was organized.~~
- ~~2. The Sponsor's Superintendent or the Superintendent's designee shall provide appropriate notification within the timeline specified by the law.~~
31. Upon election of termination/non-renewal by the charter school's governing board, notification, in writing, shall be provided to the Sponsor indicating the final date of operation. A board resolution, signed by the charter school's governing board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor.
42. Student records and copies of administrative, operational, and financial records of the charter school shall be made available to the Sponsor immediately.
53. 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. Funds provided by a charter school to a management company/education service provider to purchase property and assets for the school are public funds.

**B. Immediate Termination**

~~The Superintendent shall have the right to immediately take action to terminate a charter school for material breach of contract, 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.~~

~~The Sponsor and the Superintendent 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 or immediately close the charter school. Upon termination, the charter school must immediately provide the Sponsor access to its accounts and records, including but not limited to, banking accounts, installment accounts, and student, financial, and~~

~~personnel records. Failure to comply with this provision will be a basis for the Sponsor to close the school.~~

**Interpretation**

In the event that an existing charter school contract provision is found to be inconsistent with this policy, the contract provision prevails. Any charter approved after the adoption of this policy is required to be fully consistent with this policy.

F.S. 39.203, 218.39, 218.391, 218.503(1), 286.23, 768.095, 1001.10(5)  
F.S. 1001.41(1)(2), 1001.42(26), 1001.43(10), 1002.33, 1002.33(g), 1002.331,  
1002.345  
F.S. 1011.60(1), 1012.01, 1012.315, 1012.32, 1013.62  
Chapter 96-186(1) Laws of Florida

FUNCTIONS

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**Quasi-Judicial**

The School Board may assume jurisdiction over any dispute or controversy arising within the District and concerning any matter in which authority has been vested in the Board by statute, contract, or policy. The Board shall act as final appeal in the resolution of all matters of dispute within the school system including personnel suspension, termination, promotion due process hearings, student expulsions and alternative education assignments, bid protests and charter school contract terminations and nonrenewals. These appeals shall appear on the agenda in order to be adjudicated by the Board.

F.S. 1012.22, 1012.34

**Due Process Hearings**

This section provides the due process request procedures for adjudicatory proceedings in which the Board is a party.

A. Filing Timelines

All parties entitled to a hearing under a collective bargaining agreement may file a request according to the rules and time limits in the agreement. Failure to file a timely request shall be deemed a waiver of the right to a hearing.

Students and parents/guardians of students recommended for expulsion or alternative educational assignment shall file a request for hearing within fifteen (15) calendar days of the date of the notice of disciplinary action. Failure to file a timely request shall be deemed a waiver of the right to a hearing.

Parents or guardians of students requesting a hearing on identification, evaluation, placement or the provision of a free appropriate public education to exceptional education students shall proceed according to the procedural safeguards in Policy 2460.

A notice of bid protest shall be filed within seventy-two (72) hours after the posting of the bid tabulation or receipt of notice of the Board's decision or intended action. A formal petition must be filed within ten (10) days after filing the notice of protest. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time period. Failure to file a timely petition shall be deemed a waiver of the right to a hearing.

A request for a hearing to appeal a 90-day charter contract termination or non-renewal must be filed by the charter school governing board within fourteen (14) calendar days after receiving the notice of termination. A request for a hearing to appeal an immediate termination must be filed within ten (10) calendar days. Failure to file a timely request shall be deemed a waiver of the right to a hearing.

B. Filing Requirements

All requests for hearings must be in writing and filed with the Clerk of the Board.

Requests for hearings on student expulsions and alternative educational assignments will be granted or denied within fifteen (15) calendar days of receipt. A request may be denied if it is untimely or fails to meet filing requirements.

Requests for hearings on student expulsions, alternative education assignments, employee disciplinary matters, ~~and~~ formal petitions for bid protests, and charter contract terminations and nonrenewals must contain:

1. name and address of the petitioner;
2. explanation of substantial interests that will be affected by the Board's action;
3. statement of when and how petitioner received the notice of the Board decision;



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4. statement of disputed issues of material fact; if there are none, the request must state that there is no disputed issue of material fact;
5. a concise statement of the ultimate facts alleged, and the rules, regulations, statutes and constitutional provisions which entitle the petitioner to relief; and
6. a description of the relief requested.

Hearing requests that do not comply with these conditions are subject to dismissal for lack of legal sufficiency.

C. Proceedings

When a request for hearing is made, unless the Board determines that it is not timely or does not meet the filing requirements, the Board shall forward the request and all accompanying materials to the Division of Administrative Hearings or local hearing officer and shall notify all parties of its action.

1. Employee discipline

Hearings on employee disciplinary matters shall be conducted according to the appropriate collective bargaining agreement.

2. General student expulsion and alternative education assignment

Hearings on student expulsions and alternative education assignments, except for those involving students with disabilities, shall be conducted by local hearing officers pursuant to F.S. Chapter 120.

The Board shall provide a court reporter but the cost of preparing the hearing transcript shall be the financial responsibility of the party requesting the transcript. Students and parents who cannot afford a hearing transcript may petition the Board to pay the cost of the transcript by filing an affidavit stating that the student participates in or is eligible for the Board's free and reduced meal program. If the student is not eligible for the free and reduced meal program, the student or parent must provide an insolvency affidavit that identifies the members of the household, the total wages, benefits, or other income received by all

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members of the household, and the time period in which those resources are received. The Board Clerk shall verify and certify that the student is indigent according to applicable guidelines. Upon certification, the Board Attorney shall order and pay the costs of the transcript. A denial of certification may be reviewed by the Superintendent whose decision shall be final.

Following the assignment of a hearing officer, the Board shall file a Notice of Specific Charges that contains:

- a. name of student;
- b. explanation of how the student will be affected by the Board's action;
- c. statement of when and how the School Board delivered its notice of disciplinary action to student or student's parent;
- d. a concise statement of material facts, disputed or otherwise;
- e. rules, regulations, statutes and/or constitutional provisions that the Board is relying upon; and
- f. demand for relief.

Within ten (10) business days of the date of the notice, the student or parent may submit a written answer to the Notice of Specific Charges challenging the Board's action. The Board may submit a written response to any written answer filed by the student or parent.

The Hearing Officer's recommended order shall be submitted to the Board within fifteen (15) calendar days of the hearing unless another date is agreed upon.

3. Students with disabilities

Hearings on students with disabilities, including disciplinary action, shall be conducted by an Administrative Law Judge assigned by the Division of Administrative Hearings.

4. Bid protests

Hearings on bid protests shall be conducted by an Administrative Law Judge assigned by the Division of Administrative Hearings pursuant to F.S. Chapter 120.

Following receipt of a formal written bid protest, and prior to forwarding it to the Division of Administrative Hearings, the Board shall provide an opportunity to resolve the protest within seven (7) days, excluding Saturdays, Sundays and legal holidays.

5. Charter contract terminations and non-renewals

Hearings on charter contract terminations and non-renewals shall be conducted by an Administrative Law Judge assigned by the Division of Administrative Hearings pursuant to F.S. Chapter 120. For 90-day terminations and non-renewals, the hearing must take place within sixty (60) days after receipt of a request for hearing. For immediate terminations, the hearing must take place and a final order issued within sixty (60) days.

D. Ex Parte Communications

Pursuant to Section 120.66, F.S., ex parte communications to the School Board related to the merits of any dispute governed by this policy are prohibited beginning when the School Board receives the Recommended Order from the Division of Administrative Hearings or the local hearing officer, until the School Board issues a Final Order. If a School Board Member receives an ex parte communication in violation of this provision, the process in Section 120.66(2), F.S., shall be followed.

D.E. Exceptions

1. Except for due process hearings involving students with disabilities, no exceptions are allowed. For all other hearings governed by this policy, any party may submit written exceptions to the hearing officer's recommended order within fifteen (15) calendar days of

the date of the recommended order. For bid protests, exceptions must be filed within ten (10) calendar days. Failure to timely file exceptions shall constitute an acceptance of all portions of a recommended order to which exceptions have not been filed. Any party may file a written response to any exceptions filed within ten (10) calendar days from the date the exceptions were served. These timelines may be shortened for charter contract terminations and non-renewals unless the parties agree to extend the statutory deadline for issuance of a final order.

2. All portions of the record, including the transcript and proposed final orders must be filed with any exceptions.
3. A written request for oral argument must be filed at least seven (7) days prior to the meeting during which the Board will consider the exceptions. If oral argument is timely requested, each party shall be provided ten (10) minutes at the Board meeting to argue the exceptions.

EF. Options Concerning Recommended Orders

1. The Board may adopt the recommended order as the Final Order of the Board.
2. The Board may reject or modify the conclusions of law and interpretations of administrative rules over which it has substantive jurisdiction.
3. The Board may not reject or modify the findings of fact contained in the recommended order unless the Board first determines from a review of the complete record, and states with particularity in the order, that the evidence or that the proceedings on which the findings were based did not comply with the essential requirements of the law.
4. The Board may accept the recommended order but may not substantially modify or alter it without a review of the complete record. If the Board substantially alters or modifies the recommended order, it must state with particularity its reasons for doing so and cite to the record to justify the action.

5. The Board's decision shall be based solely on the record and no Board member shall consider any matter not contained in the record as a basis for deciding the case.

**FG.** Final Order

1. The Board shall enter a final order that explicitly rules on each exception. The Board is not required, however, to rule on an exception that does not clearly identify the disputed portion of the recommended order by page number or paragraph, that does not identify the legal basis for the exception or that does not include appropriate and specific citations to the record.
2. The Board member presiding over the meeting at which the order is adopted shall execute the final order.
3. Each final order shall contain a statement that judicial review is available under F.S. 120.68 within thirty (30) calendar days of the rendition of the final order.

**Indexing, Management, and Availability of Final Orders**

All final orders and a current subject-matter index identifying all final orders shall be made available for public inspection and copying, at no more than cost.

All final orders issued pursuant to F.S. 120.565, 120.57 (1), (2), and (3), shall be indexed.

All final orders shall be sequentially numbered as rendered using a two-part number separated by a dash with the first part before the dash indicating the year and the second part indicating the numerical sequence of the order issued for that year beginning with number 1 of each new calendar year. The assigned designation prefix, which is "MDCPS," shall precede the two-part number.

**A. System for Indexing Final Orders**

1. The index shall be alphabetically arranged by main subject headings. The applicable subject of the action construed within the final order shall determine the main subject headings and subheadings in the index. Main subject headings shall be all capital letters and shall be flush left on the page followed by relevant subheadings which shall be initial caps and lower case

letters indented. Subheadings and sub-subheadings at equal indentations shall be alphabetized. The numbers of the final orders shall be listed sequentially in an indentation immediately below the applicable subheading. Cross references shall be used to direct the user to subject headings which contain the relevant information. Related key words (specific words, terms, and phrases) and common and colloquial words shall be listed and cross referenced to the appropriate main subject headings.

2. The main subject headings to be used in the index are as follows:

- a. BID PROTESTS
- b. BUSINESS SERVICES
- c. EMPLOYEES
- d. HEARING DENIALS
- e. PROCEDURE
- f. STUDENTS

3. The main subject headings shall be consulted by the Board Clerk and subsequent similar entries shall be indexed under the existing appropriate heading. The index shall be cumulative and shall be updated and made accessible to the public at least every 120 days. New main subject headings will be added when necessary. The index shall be cumulative for one (1) calendar year.

4. The Clerk of the Board shall index all final orders.

**B. Maintenance of Records**

All final orders that comprise final Board action and that must be indexed pursuant to this rule shall be permanently maintained by the Board pursuant to the retention schedule provided by law Department of State, Division of Library and Information Services.

C. Plan

1. The Board shall make final orders accessible and available to the public by sequentially numbering and indexing all final orders. The Board shall make the final orders and subject matter index available to the public.
2. The Board Clerk shall assist the public in obtaining information pertaining to final orders.
3. The system or process used by the Board Clerk to search and locate all final orders is as follows:
  - a. The Clerk shall enter into a computer all final orders according to subject matter.
  - b. The Clerk shall search and locate final orders by consulting main subject headings, subheadings and sub-subheadings. The Clerk shall then locate the requested final order which will be filed sequentially by final order number and housed in the office of the Board Clerk.
4. The Board maintains and stores the final orders and index in the office of the Board Clerk located in the Board Administration Building, 1450 N.E. 2nd Avenue, Miami, Florida 33132. The office of the Board Clerk is open to the public between the hours of 8:00 a.m. and 4:30 p.m., excluding holidays and weekends.