

Education
Mercedes Toural, Associate Superintendent

SUBJECT: REQUEST FOR SCHOOL BOARD APPROVAL OF THE SECOND AMENDMENT TO THE AMENDED CHARTER SCHOOL CONTRACTUAL AGREEMENT WITH FLORIDA INTERNATIONAL ACADEMY, INC.

As per Section 228.056(10)16(c), Florida Statutes, a charter school contractual agreement may be modified during its initial term or any renewal term upon the recommendation of the Sponsor and the approval of both parties to the agreement.

Florida International Academy, Inc. has requested that: the contractual agreement be extended for an additional five years through 2007-2008; the location be changed from its present facility to 7630 Biscayne Boulevard, Miami, Florida 33138; the enrollment cap be increased from 310 to 350 students; and the method of disbursing FTE payments be modified from ten per year to 12 per year.

The Charter School Contract Review Committee met on April 15, 2002, and by a majority vote made a recommendation for approval of the amendment request.

The original charter school contractual agreement was approved by The School Board of Miami-Dade County, Florida, on June 10, 1998, for a three-year period from July 1, 1998 through June 30, 2001, and subsequently extended an additional two years through the 2002-2003 school year.

Florida International Academy is open to any student in grades six through eight residing in Miami-Dade County. District schools in close proximity to the proposed charter school location include:

School	Student Population	Percentage Utilization (Permanent Capacity)	Percentage Utilization (Permanent and Relocatable Program Capacity)	Number of Relocatables
Edison Park Elem.	605	110	110	2
Little River Elem.	769	119	100	15
T. L'ouverture Elem.	656	88	88	7

School	Student Population	Percentage Utilization (Permanent Capacity)	Percentage Utilization (Permanent and Relocatable Program Capacity)	Number of Relocatables
Morningside Elem.	664	99	99	7
Horace Mann Middle	1,405	114	101	14
Miami Edison Middle	1,097	99	99	0

Source: M-DCPS Report T0500P08-R1 dated March 2, 2002

The current Board of Directors for Florida International Academy is: Mr. Vance Phillips, Chairperson; Ms. Ginnie Brown, Member; Ms. Inez Corbitt, Member; Mr. Alwin J. Melton, Member; and Ms. Lavances Wright-Rolle, Member.

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

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

1. extend the term of the contractual agreement for an additional five years through school year 2007-2008;
2. relocate to 7630 Biscayne Blvd., Miami, Florida 33138;
3. increase its enrollment capacity to 350 students; and
4. modify FTE payments from ten per year to 12 per year.

MB:dcr

SECOND AMENDMENT TO AMENDED CHARTER SCHOOL CONTRACT

THIS SECOND AMENDMENT TO THE AMENDED CHARTER SCHOOL CONTRACT ("AMENDMENT") entered into as of the 16th day of May, 2002 by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA ("SPONSOR") and FLORIDA INTERNATIONAL ACADEMY, INC., ("SCHOOL").

RECITALS

A. The Sponsor and School entered into that certain Amended Charter School Contract dated as of February 15th, 2001 (the "Amended Charter School Contract"), whereby the Sponsor agreed to permit the School to operate a charter school pursuant to Florida Statutes.

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

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

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

PART I. GENERAL PROVISIONS

A. TERM

(1) This Contract shall become effective as of the date first above written upon signing by both parties, commencing on the first day of the 2002-2003 school year, and ending on June 30, 2008, subject to annual review as per §228.056(10)(b), Fla.Stat. (2001), Charter Schools.

2. Part III. A. of the Contract is hereby amended, and substituted in its place and instead is the following:

PART III. STUDENTS

A. DEFINITION OF STUDENTS

(1) The parties agree that the grade levels and student enrollment at the School will be approved based on the school district overcrowding needs, as determined by the Sponsor's policies. Additionally, the School shall be open to any student residing in Miami-Dade County.

(2) The School proposes to serve mainly non-traditional learners who are at high risk of dropping out of school. The target population will be students at risk of academic failure, or who are not fulfilling their potential in a more traditional setting. The students will come mostly from the North Miami area and surrounding communities, and from families whose parents work in the surrounding area thus establishing a closer relationship between families and the School. Students from outside the immediate area whose special needs can best be met at the School will also be accepted. The School will serve up to 350 students in grades sixth through eighth. Following is the student enrollment breakdown by year:

Years 5 - 10: 2002-2008 – Grades 6 to 8 – up to 350 students

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

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

(3) The parties agree that the School shall achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the school district. The School shall ensure that its admissions policies shall be nonsectarian.

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

PART IV. FINANCIAL ACCOUNTABILITY

A. ADMINISTRATIVE MANAGEMENT

(4) The Sponsor shall calculate and submit eleven (11) monthly payments to the School by the 15th of each month beginning with July 15th. In order to provide educational materials for students when classes begin, the first payment shall include 75% of the full annual allocation of instructional materials based on membership after the first week of school. The twelfth and final payment for each school year shall be submitted to the School no later than July 15th to allow the Sponsor to determine any final amounts due the Sponsor for services provided the School as well as for administrative oversight. Late payments are subject to interest at the rate of 1% per month calculated on a daily basis until paid. The Sponsor will cooperate and assist the

School, as required by Florida Statutes, to obtain capital outlay funding for which the School is eligible. Procedures for submitting and approving requests for funding under §228.0561, Fla.Stat., Charter Schools Capital Outlay Funding are hereby incorporated into this Contract as Appendix K.

4. Part IV. A. (8) of the Contract is hereby amended, and substituted in its place and instead is the following:

PART IV. FINANCIAL ACCOUNTABILITY

A. ADMINISTRATIVE MANAGEMENT

(8) The School shall provide the Sponsor with annual financial reports as of June 30 of each year, which shall include a complete set of financial statements and notes thereto prepared in accordance with Generally Accepted Accounting Principles for inclusion into the Sponsor's financial statements annually, formatted by revenue source and expenditures, detailed by function and object. Additionally, the financial statements must be presented in the new format as required by Governmental Accounting Standards Board (GASB) Statement 34, applicable for state and local governments and their component units which became effective for periods beginning after June 15, 2001. The following timeline must be adhered to for submitting the School's financial reports:

UNAUDITED STATEMENTS

NO LATER THAN AUGUST 1ST OF EACH YEAR

AUDITED STATEMENTS

NO LATER THAN SEPTEMBER 20TH OF EACH YEAR

An annual financial audit, requested and paid for by the School, shall be performed by a qualified Certified Public Accountant. The audit shall be performed in accordance

with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and the Rules of the Auditor General, State of Florida, incorporated into this Contract as Appendix L, and in accordance with the requirements specified in Appendix L-1, a copy of which is attached and incorporated into this Contract. The School further agrees to provide the Sponsor with a copy of such audit and the corresponding responses to such findings, which shall be bound together in one complete report. Funding for any subsequent year of Contract extension, if approved by the School Board, shall be contingent upon the receipt and subsequent approval of the audit by the Sponsor and/or its representatives, and such funding shall be adjusted as necessary to reflect audit results. The Sponsor reserves the right to perform additional audits at its expense as part of the Sponsor's financial responsibilities as it deems necessary. Additionally, a cumulative listing of all property, purchased with public funds (i.e., FEFP, grant, and any other public-generated funds) shall be submitted yearly along with the annual audited financial statements. These lists will include: (1) date of purchase; (2) item purchased; (3) cost of item; and (4) item location.

If the School has been granted tax-exempt status, the School will provide the Sponsor with a copy of correspondence from the Internal Revenue Service (IRS) granting tax-exempt status as a section 501(c)(3) organization. The School also will provide the Sponsor a copy of its Form 990, Return of Organization Exempt from Income Tax, and all schedules and attachments, within 15 days of filing with the IRS. If the IRS does not require Form 990 to be filed, the School will provide the Sponsor with written confirmation from the IRS of such non-requirement. Notwithstanding

anything set forth in this contract, the Sponsor does not covenant or extend to pledge its tax-exempt authority in any way for the use and benefit of the School.

5. Part IV. A. (9) (a) (b) of the Contract is hereby amended, and substituted in its place and instead is the following

PART IV. FINANCIAL ACCOUNTABILITY

A. ADMINISTRATIVE MANAGEMENT

(9) The School will contract with a private agency to provide food service beginning with the 2003-2004 school year.

(a) When a private agency is contracted to provide food services, the School assumes all responsibility for providing food and related services, and for meeting reporting requirements. Therefore, Appendix M to this Contract is hereby withdrawn as of the 2003-2004 school year.

6. Part IV. A. (11) of the Contract is hereby amended, and substituted in its place and instead is the following:

(11) The Sponsor may initially calculate monthly distributions to the School for up to three (3) months based on the School's projected full-time equivalent student membership until the results of the October FTE become available. July and August payments will be based on the prior year's enrollment. The projected full-time equivalent student membership will be determined by the actual student enrollment at the School at the conclusion of the first week of student attendance. If enrollment at the end of the first week of student attendance is less than 90% of projected enrollment, the September and October monthly distributions shall be proportionally reduced.

Thereafter, the results of full-time equivalent student membership surveys will be used in adjusting the amount of funds distributed monthly to the School.

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

PART IV. FINANCIAL ACCOUNTABILITY

C. FACILITIES

(3) The School will be located at 7630 Biscayne Boulevard, Miami, Florida, 33138.

8. Part VII. B. of the Contract is hereby amended, and substituted in its place and instead is the following:

PART VII HUMAN RESOURCES

B. PRIVATE OR PUBLIC EMPLOYEES

The School shall be a private employer. Teachers and other staff on approved charter school leave from the Sponsor will be considered employees of the School and as such will not be covered by the contract between the United Teachers of Dade (UTD) and Miami-Dade County Public Schools.

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

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

ATTEST:

FLORIDA INTERNATIONAL ACADEMY, INC.

By: _____
Secretary

By: _____
President

ATTEST:

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Merrett R. Stierheim, Superintendent

By: _____
Perla Tabares Hantman, Chair

APPROVED AS TO FORM:

Attorney for the Board

Appendix K

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

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

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

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

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

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

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

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

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

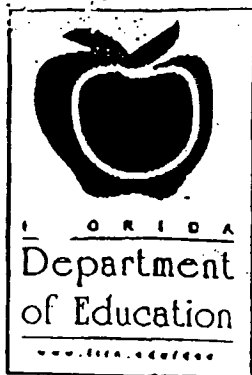
9. M-DCPS will credit each charter school every six (6) months with interest on the undistributed daily balances of capital outlay funds, based on the actual monthly rate of return, as determined by the Florida State Board Administration Local Government investment pool.
10. M-DCPS may retain a portion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

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

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

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

Florida Department of Education



Tom Gallagher
Commissioner

Wayne V. Pierson
Deputy Commissioner for Planning,
Budgeting and Management

December 6, 2000

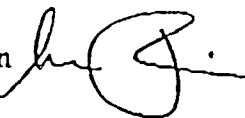
CONTACT PERSON

Name: John Watson
Phone: (850) 488-1750
SUNCOM: 278-1750

DPBM: 01-58

MEMORANDUM

TO: District School Superintendents, District Finance Officers,
and Charter School Contacts

FROM: Wayne V. Pierson 

SUBJECT: Section 228.0561, Florida Statutes
DOE Procedures - Charter School Capital Outlay

Section 228.0561, Florida Statutes, requires that the Commissioner of Education shall specify procedures for submitting and approving requests for funding under this section and procedures for documenting expenditures. To that purpose, the Department has developed the attached pages, which include: definitions, procedures, and a sample and blank form to submit to the Department. Also included is a copy of the referenced section of Florida Statutes.

If you have questions, you may contact Dr. John A. Watson at (850) 488-1750.

WVP:jwh

cc: Jeanine Blomberg
Kathy Wooley-Brown
Vicky Mannausa
Suzanne A. Marshall
John A. Watson
Andrea Willett

CHARTER SCHOOL CAPITAL OUTLAY

Pursuant to Section 228.0561(4), Florida Statutes, the Commissioner of Education shall specify procedures for submitting and approving requests for funding under this section and procedures for documenting expenditures.

1. Each charter school shall submit a "capital outlay plan" to its sponsor district before requesting funds pursuant to section 228.0561, Florida Statutes.
2. Each charter school's "capital outlay plan" shall contain information on capital outlay projects the charter school expects to complete with the money allocated pursuant to section 228.0561, Florida Statutes.
3. Each capital outlay project listed in the "capital outlay plan" shall comply with section 228.0561(2), Florida Statutes.
4. A charter school may place more capital outlay projects on its "capital outlay plan" than it expects to be funded from the funds received from section 228.0561, Florida Statutes.
5. Each charter school's "capital outlay plan" should be submitted directly to the sponsor district's finance officer.
6. Each charter school "capital outlay plan" should be approved by the governing body of the charter school prior to being submitted to the sponsor district's finance officer.
7. Within 10 working days of the receipt of a charter school's "capital outlay plan" the district finance officer shall notify each charter school in writing as to whether the plan has been accepted or rejected. A project may be rejected without rejecting the entire plan.
8. A charter school may request funds for capital outlay pursuant to section 228.0561, Florida Statutes, as soon as it receives written notice that its "capital outlay plan" has been approved.
9. A lease agreement, lease-purchase agreement, rental contract, sales contract, construction contract, purchase order, or bill of sale shall accompany a charter school's request for capital outlay funds. Within 10 working days of receiving a request for funds, the district finance officer must issue a check or transfer the requested money into the capital outlay account of the charter school requesting the funds.
10. Prior to receiving capital outlay funds, an agreement must be in place between the charter school and district sponsor that in the event a charter school is non-renewed or terminated, any unencumbered funds and all equipment and property purchased with public funds shall revert to the ownership of the district school board, as provided for in sections 228.0561(10)(e) and (f), Florida Statutes.
11. The district finance officer shall use sales contracts, construction contracts, purchase orders, leases, lease-purchase agreements, rental agreements, or a bill of sale to document the expenditure of capital outlay funds transferred to a charter school pursuant to section 228.0561(2), Florida Statutes.
12. Any amount of interest earned by the district sponsor on funds appropriated for charter school capital outlay must be transferred to the appropriate charter school as it is earned by the district.
13. No charter school is compelled to spend its capital outlay funds in the year the funds are appropriated. A charter school may allow the funds to reside with the district until requested by the charter school. Interest earned on this money by the district shall be added to the charter school's capital outlay account.



DEFINITION OF TERMS

Educational Facilities: the buildings and equipment, structures, and special educational use areas that are built, installed, or established to serve primarily the educational purposes and secondarily the social and recreational purposes as authorized by Florida Statutes and approved by boards.

Educational Plant: comprises the educational facilities, site, and site improvements necessary to accommodate students, faculty, administrators, staff, and the activities of the educational program of each plant.

Fixed Capital Outlay: includes fixed assets or real property. Land, new buildings, additions to buildings, replacement of buildings, remodeling of real property which materially extends its useful life, or materially improves or changes its functional use are examples of fixed capital outlay. Operating capital outlay items normally are included as a part of a new facility.

Maintenance and Repair: means the upkeep of educational plants, including, but not limited to, roof or roofing replacement short of complete replacement of membrane or structure; repainting of interior or exterior surfaces; resurfacing of floors; repair or replacement of glass; repair of hardware, furniture, equipment, electrical fixtures, and plumbing fixtures; and repair or resurfacing of parking lots, roads, and walkways. The term "maintenance and repair" does not include custodial or grounds keeping functions or renovation except for the replacement of equipment with new equipment of equal systems meeting current code requirements, provided that the replacement item neither places increased demand on utilities services or structural supports nor adversely affects the function of safety to life systems.

New Construction: means any construction of a building or unit of a building in which the entire work is new or an entirely new addition connected to an existing building.

Operating Capital Outlay: includes tangible personal property of a non-expendable nature with a normal life expectancy of one (1) year or more. Equipment, bound books, and fixtures are examples of operating capital outlay items.

Remodeling: means the changing of existing facilities by rearrangement of spaces and their use and includes, but is not limited to, the conversion of two classrooms to a science laboratory or the conversion of a closed plan arrangement to an open plan configuration.

Renovation: means the upgrading of existing facilities by installation or replacement of materials and equipment and includes, but is not limited to, air-conditioning, heating, or ventilation equipment; fire alarm systems; emergency lighting; electrical systems; and complete roofing or roof replacement, including replacement of membrane or structure.

Site: means a space of ground occupied or to be occupied by an educational facility or program.

CHARTER SCHOOL CAPITAL OUTLAY PLAN

In each year that funds are appropriated for charter school capital outlay purposes, the Commissioner of Education shall allocate the funds among eligible charter schools. (Section 228.0561(1), F.S.) Prior to the transfer of funds to the charter school, this form must be completed and the information verified and approved by the charter school governing board and sponsoring district.

CHARTER SCHOOL INFORMATION AND SPONSORING DISTRICT INFORMATION

Charter School Name Oak Ridge Charter School	District Name Scottsborough School District
Street Address 1125 Winegard Road	For School Year 2000 - 2001
City, State, Zip Code Pine Castle, FL 32839	Amount of Money Expected for the School Year \$ 234,567
Telephone Number 407-889-0294	District Finance Officer Signature <i>[Signature]</i>
Charter School Governing Body Signature <i>[Signature]</i>	District Charter School Liaison Signature <i>[Signature]</i>

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Pursuant to section 228.0561, F.S., a charter school's governing body may use charter school capital outlay funds for any purpose that is directly related to the functioning of the charter school, including the: (check the box(es) that apply)

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | (1) Purchase of real property. |
| <input checked="" type="checkbox"/> | (2) Construction, renovation, repair, and maintenance of school facilities. |
| <input checked="" type="checkbox"/> | (3) Purchase, lease-purchase, or lease of permanent or relocatable school facilities. |
| <input checked="" type="checkbox"/> | (4) Purchase of vehicles to transport students to and from the charter school. |
| <input checked="" type="checkbox"/> | (5) Other: |

In the space below, please provide detailed information concerning the expenditure of capital outlay funds that directly relate to the boxes checked above.

- | | |
|---|---------------|
| 1. Buy 2 acres of land at the corner of 12th Ave and Brandon Road | \$ 20,000.00 |
| 2. Renovation existing classrooms building - 1,200 nsf | \$ 66,000.00 |
| 3. Lease one relocatable for 9 months | \$ 3,150.00 |
| 4. Purchase 2 - 24 passenger buses @ \$24,000 each | \$ 48,000.00 |
| 5. Purchase 38 Computers for classrooms @ \$2500 each | \$ 95,000.00 |
| | \$ 232,150.00 |

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Please mail or fax this form, with all signatures affixed, to: Program Director, Office of Facilities Budgeting, 325 West Gaines Street, Room 1004, Tallahassee, FL 32309 - Fax 850-488-2708.

Appendix L

**RULES OF THE
AUDITOR GENERAL**



CHAPTER 10.850

CHARTER SCHOOL AUDITS

EFFECTIVE 06-30-01

Appendix L-1

AUDIT COMPLETION CHECKLIST FOR CHARTER SCHOOLS AND OTHER ORGANIZATIONS MIAMI-DADE COUNTY PUBLIC SCHOOLS

The following information should be included in the yearly audit by the organizations submitting their annual external audit. For charter schools, the Auditor General of the State of Florida has issued rules that must be complied with (Chapter 10.850). Please share this checklist with your external auditor.

- _____ 1. The name and address of the school.
- _____ 2. The name of the principal running the school.
- _____ 3. Current list of the Board of Directors of the school.
- _____ 4. If the school is operated by a management company:
 - _____ a. Name of the company
 - _____ b. Address
 - _____ c. List of principal officials
 - _____ d. Contractual arrangement with the company, such as length of contract, terms, total fees paid for the year, etc. (This information should be included in the footnotes to the financial statements).
- _____ 5. The financial statements must include comparative totals for the prior year.
- _____ 6. The financial statements must comply with GASB 34 requirements, if applicable.
- _____ 7. In the footnotes of the financial statements, the following should be disclosed:
 - _____ a. Total school enrollment and grade configuration. If separate facilities are in operation, disclose name, address, and the enrollment and grade configuration at each facility.
 - _____ b. Full disclosure of related party transactions, which should include the related party's name and address, and disclosure of the transaction, particularly if it is a loan that needs to be repaid (principal and interest paid and unpaid). If the debt is in arrears, disclosure of arrangements made to satisfy the debt.
 - _____ c. Full disclosure of any other debts in arrears, particularly as they relate to the payment of withholding/social security taxes. Arrangements made to pay the debt(s).
 - _____ d. For charter schools, full disclosure in the notes or as a separate schedule in the audit of the tangible personal property purchased with public funds. (It is a current contractual requirement for charter schools; however, we recommend that it be part of the audit).
 - _____ e. If there is a deficit cash position or significant losses shown in the financial statements, full disclosure as to how the school plans to keep operating. The issue is whether sufficient resources would be available to maintain the school open. This issue may be addressed in the Management Letter.
 - _____ f. Any disclosure of events subsequent to the balance sheet date that the auditor believes are important to the readers of the financial statements (e.g., significant contractual arrangements and financing or refinancing of debt, payment of past due taxes, etc.).
- _____ 8. If the audit is not submitted within the contractually required deadline, the Management Letter must comment on it with the appropriate response from the organization as to how it is going to be remedied in future audit submittals.
- _____ 9. If there are Management Letter findings, each finding must include a response by the organization. If there were prior audit findings, the current audit must include the status of action taken, i.e., whether the recommendation was fully implemented and, if not, when (date) it will be fully implemented. Note that quarterly reports may be required on a case-by-case basis depending on the severity or lack of resolution of the issues noted in the Management Letter.
- _____ 10. Please enter the following information about the Certified Public Accountant issuing the audit report:
CPA's Name _____
CPA's Address _____
License No. _____ Status _____
Expiration Date _____

In reference to this checklist, please refer any questions to the Office of Management and Compliance Audits, attention Mr. Norberto Ferradaz, CPA (305) 995-1318.

Please forward a copy of the completed checklist with your audit.

Florida International Academy
A Charter School
13250 NW 28th Ave. Opa-Locka, Florida 33054
Telephone: 305-688-9900
E-mail: fia6010@bellsouth.net

Sonia C. Mitchell
Executive Director

Joe Jackson
Assistant Director

April 8, 2002

Miami-Dade Public Schools
Office of Schools of Choice
1500 Biscayne Boulevard #237
Miami, FL 33132

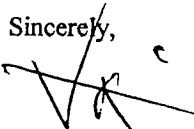
Florida International Academy respectfully requests the following amendments to our charter contract with the School District:

1. The school wishes to relocate from its current facilities at 13250 N.W. 28th Avenue, Opa-Locka, FL, 33054 to 7630 Biscayne Boulevard, Miami, FL 33137. The land lease on the current facility has expired and the landlord is not willing to renew.
2. The enrollment cap be increased from 310 students to 350 students due to increased capacity at the new location.
3. The contract term be extended from June 30, 2003 to June 30, 2008 in order facilitate better lease terms.
4. The payment schedule for funds be changed from 10 months to 12 monthly payments in accordance with School Board Policy based on three years of successful operation.

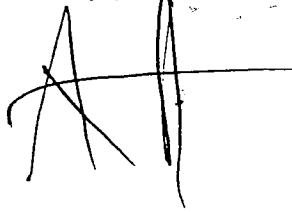
Enclosed is a site plan for the new location. Please let us know what other information you will need in order to expedite this request.

Thank you for all of your assistance. We would not have been able to make it without the valuable assistance that your office has provided.

Sincerely,



Vance Phillips
Chairman
Governing Board of Florida International Academy



DIVISION OF
SCHOOLS OF CHOICE
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