

Education  
Mercedes Toural, Associate Superintendent

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

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

The original charter school contractual agreement was approved by The School Board of Miami-Dade County, Florida, on June 23, 1999, for a five-year term through June 30, 2004. The Doral Academy is located at 2450 NW 97 Avenue, Miami, Florida 33172, and serves a maximum of 1,350 students in grades kindergarten through eight.

The Doral Academy, Inc. has requested a seventh amendment that allows the method of disbursing Full Time Equivalency (FTE) payments be modified from ten per year to 12 per year and that the enrollment cap be increased from 1,350 to 2,025 students, beginning with the 2002-2003 school year.

The Charter School Contract Review Committee met on May 29, 2002, and by a majority vote made a recommendation for the approval of the seventh amendment to the Charter School Contractual Agreement with The Doral Academy, Inc.

The Doral Academy is open to any student in grades kindergarten through eight residing in Miami-Dade County. District schools in close proximity to the charter school include:

School	Student Population	Percentage Utilization (Permanent Capacity)	Percentage Utilization (Permanent and Relocatable Capacity)	Number of Relocatables
C. R. Hadley Elem.	1,259	136	111	10
J. I. Smith Elem.	1,210	105	105	0
E. B. Thomas Elem.	1,046	120	120	0
E.W.F. Stirrup Elem.	1,072	126	94	15

School	Student Population	Percentage Utilization (Permanent Capacity)	Percentage Utilization (Permanent and Relocatable Capacity)	Number of Relocatables
Rubén Darío Middle	1,404	91	78	7
Doral Middle	967	64	64	0

Source: M-DCPS Report T0500P08-R1 dated April 27, 2002

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

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

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

1. modify the method of FTE payments from ten per year to 12 per year; and
2. increase the enrollment cap from 1,350 to 2,025 students.

MB:dcr

SEVENTH AMENDMENT TO CHARTER SCHOOL CONTRACT

THIS SEVENTH AMENDMENT TO THE CHARTER SCHOOL CONTRACT ("AMENDMENT") entered into as of the 11<sup>th</sup> day of July 2002, by and between THE SCHOOL BOARD OF MIAMI -DADE COUNTY, FLORIDA ("SPONSOR") and THE DORAL ACADEMY, INC., on behalf of THE DORAL ACADEMY ("SCHOOL").

RECITALS

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

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

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

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

PART III. STUDENTS

A. DEFINITION OF STUDENTS

(2) The School will have an open admissions procedure, utilizing a "first come, first served" policy as required by statute, unless the number of applicants exceeds capacity. In such case, all applicants shall have an equal chance of being admitted through a random selection process (lottery) conducted by the school's accounting firm in conformity with the Charter School Act. All students in the lottery

will be assigned a waiting list number should student seats become available or capacity increases. Students may be given enrollment priority on the basis of their proximity to the School as provided for in §228.056, Fla.Stat. (2001), Charter Schools. Following is the student enrollment breakdown by year:

Year 4: 2002-2003 Grades K-8 - up to 2,025 students (1,500 in K-7, 525 in 7-8)

Year 5: 2003-2004 Grades K-8 - up to 2,025 students (1,525 in K-7, 500 in 7-8)

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

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

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

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

**PART IV. FINANCIAL ACCOUNTABILITY**

**ADMINISTRATIVE MANAGEMENT**

(4) The Sponsor shall calculate and submit eleven (11) monthly payments to the School by the 15<sup>th</sup> of each month beginning with July 15<sup>th</sup>. 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 the prior year's enrollment. The twelfth and final payment for each school year shall be submitted to the School no later than July 15<sup>th</sup> to allow the Sponsor to determine any final amounts due the Sponsor for services provided the School as well as for administrative oversight. Late payments are subject to interest at the rate of 1% per month calculated on a daily basis until paid. The Sponsor will cooperate and assist the School, as required by Florida Statutes, to obtain capital outlay funding for which the School is eligible. Procedures for submitting and approving requests for funding under Section 228.0561, F.S., Charter Schools Capital Outlay Funding are hereby incorporated into this Contract as Appendix K. Monthly payments shall not be paid for students in excess of the facilities' valid capacity.

3. Part IV. A. (9) of the Contract is hereby amended, and substituted in its place and stead is the following:

#### PART IV. FINANCIAL ACCOUNTABILITY

##### A. ADMINISTRATIVE MANAGEMENT

(9) The School will contract with a private agency to provide food service. Responsibilities for providing food, and related services and for meeting reporting requirements will be assumed by the School. Therefore, Appendix M to this Contract is hereby withdrawn.

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

PART IV. FINANCIAL ACCOUNTABILITY

A. ADMINISTRATIVE MANAGEMENT

(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. September and October distributions will be based on authorized student enrollment at the School. However, if enrollment at the end of the first week of student attendance is less than 90% of authorized 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.

5. Part IV. A. (17) of the Contract is hereby amended, and substituted in its place and stead is the following:

PART IV. FINANCIAL ACCOUNTABILITY

A. ADMINISTRATIVE MANAGEMENT

(17) Payment shall be made to the School no later than the 15<sup>th</sup> of each month from July through May with a final payment due by July 15<sup>th</sup>. See Appendix N for a sample worksheet for calculating the School's revenues. This worksheet shall be completed by the Sponsor the month following the actual FTE survey periods. The following invoice will be prepared by the Sponsor based upon the original revenue

worksheet divided by the number of months in the school year until a revised worksheet schedule is completed.

To determine invoice amounts after a revised schedule is complete, the following steps should be performed:

(A) Total Estimated Revenue as of	_____
(B) Less 5% Administrative Overhead	(_____)
(C) Less Payments to Date to Charter School	(_____)
(D) Less Other (describe):	(_____)
_____	
_____	
_____	
(E) Net Amount Due	_____
(F) Number of Months Remaining	_____
(G) Amount this Payment	<u>          </u>

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

PART IV. FINANCIAL ACCOUNTABILITY

C. FACILITIES

(3) The School will operate its program at these locations:

Grades K-7 at 2173 Northwest 99<sup>th</sup> Avenue, Miami, Florida 33172; and

Grades 7- 8 at 11100 Northwest 27<sup>th</sup> Street, and 2601 NW 112<sup>th</sup> Avenue,

Miami, Florida 33172 (contiguous properties).

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

7. 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:

THE DORAL ACADEMY, INC.  
On behalf of THE DORAL ACADEMY

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.

**REVENUE WORKSHEET  
CHARTER SCHOOLS BASE FUNDING ESTIMATE  
2001-02 WEIGHTS AND DCD**

# Appendix N

Name of Charter School -

Sample Charter School

**1. Estimated Base Funding**

No.	Program	Unweighted FTE	Program Cost Factor	Weighted FTE (b) x (c)	District Student Allocation	District Cost Differential	Base Funding (d) x (e) x (f)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(g)
<b>BASIC</b>							
101	K-3 Basic	100.00	x 1.007	= 100.70	x \$ 3,413.80	x 1.0521	= \$ 361,680
102	4-8 Basic	100.00	x 1.000	= 100.00	x \$ 3,413.80	x 1.0521	= \$ 359,166
103	9-12 Basic	-	x 1.113	= -	x \$ 3,413.80	x 1.0521	= \$ -
111	K-3 Basic w/ ESE	10.00	x 1.007	= 10.07	x \$ 3,413.80	x 1.0521	= \$ 36,168
112	4-8 Basic w/ ESE	10.00	x 1.000	= 10.00	x \$ 3,413.80	x 1.0521	= \$ 35,917
113	9-12 Basic w/ ESE	-	x 1.113	= -	x \$ 3,413.80	x 1.0521	= \$ -
130	ESOL	25.00	x 1.265	= 31.63	x \$ 3,413.80	x 1.0521	= \$ 113,586
<b>EXCEPT. ED. PGMS.</b>							
254	ESE Support Level 4	-	x 3.948	= -	x \$ 3,413.80	x 1.0521	= \$ -
255	ESE Support Level 5	-	x 5.591	= -	x \$ 3,413.80	x 1.0521	= \$ -
<b>VOC. JP (7-12)</b>							
300	Vocational Educ. 7-12	-	x 1.206	= -	x \$ 3,413.80	x 1.0521	= \$ -
<b>OTAL K-12</b>		<b>245.00</b>		<b>252.40</b>			<b>\$ 906,517</b>

**2. School's FTE divided by district's FTE = school's share of FTE:**

School's FTE (Column b or d above)  
District's Total FTE  
School's % of Total District FTE

A wFTE Total K-12	B uwFTE (Progs 111-113)	C uwFTE Total K-12
252.40	20.00	245.00
+ 410,128.56	60,944.09	370,790.92
= 0.0615%	0.0328%	0.0661%

	See Notes Below	Total District Revenue	School % (See Notes)	Estimated School Revenue
3. Discretionary Millage	A	\$ 51,487,577	x 0.0615%	= \$ 31,665
4. Discretionary Equalization Allocation	A	\$ 18,575,910	x 0.0615%	= \$ 11,424
5. Discretionary Lottery	A	\$ 27,527,989	x 0.0615%	= \$ 16,930
6. Less EEC Allocation	E			\$ (2,450)
<b>CATEGORICAL ALLOCATIONS</b>				
7. Instructional Materials Allocation	C	\$ 32,845,529	x 0.0661%	= \$ 21,711
8. Student Transportation	D	328	x 0.0	\$ -
9. Supplemental Academic Instr.	A	\$ 140,792,819	x 0.0615%	= \$ 86,588
10. Instr. Technology	C	\$ 9,491,083	x 0.0661%	= \$ 6,274
11. ESE Guaranteed Alloc.	C	\$ 130,694,373	x 0.0661%	= \$ 22,700
12. Safe Schools	C	\$ 13,859,193	x 0.0661%	= \$ 9,161
13. a. Teacher Training	A	\$ 5,474,241	x 0.0615%	= \$ 3,367
14. Teacher Recruitment / Retention	F	\$ 915	x # of Eligible Instructional Staff	na
15. Teacher Lead Program	F	\$ 100	x # of Eligible Instructional Staff	na
16. School Recognition Allocation	G	\$ 100	x # of Enrolled Pupils	na
17. Other Revenues / Adjustments				
a. EEC Alloc. (\$10 per Unweighted FTE)	E	\$ 10	x 245.00	= \$ 2,450
b. Title I - Schoolwide				\$ -
c. Title I - Reading Leader				\$ -
d.		\$	x	= \$ -
e.		\$	x 0.0615%	= \$ -
f. FEFP Proration (Reduction)	A	\$	x	= \$ -
<b>TOTAL ESTIMATED REVENUE *</b>				<b>\$ 1,116,337</b>

