

Education
Mercedes Toural, Associate Superintendent

SUBJECT: REQUEST FOR SCHOOL BOARD APPROVAL OF THE AMENDMENTS TO THE CHARTER SCHOOL CONTRACTUAL AGREEMENTS WITH MATER ACADEMY, INC. ON BEHALF OF MATER CENTER CHARTER SCHOOL AND MATER ACADEMY CHARTER HIGH SCHOOL

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

Mater Center Charter School and Mater Academy Charter High School have requested to enter into an Articulation Agreement, as provided by Section 228.056(7)(c)6, Florida Statutes, to provide enrollment preference for middle school students articulating from Mater Center Charter School to Mater Academy High School. Mater Center Charter School is also requesting that the method of disbursing Full Time Equivalency (FTE) payments be modified from ten per year to 12 per year. The Charter School Contract Review Committee met on May 29, 2002, and by a majority vote made a recommendation for approval of the amendments to the charter school contractual agreements.

Mater Center Charter School opened in the 1998-1999 school year and is located at 7700 NW 98 Street, Hialeah Gardens, Florida 33016. Mater Academy Charter High School will open in the 2002-2003 school year at 7901 NW 103 Street, Hialeah Gardens, Florida 33016. The governing boards of the schools operate both schools through management agreements with Academica Corporation, Fernando J. Zulueta, President.

The following is the Governing Board for Mater Center Charter School: Mr. Rolando Llanes, Chair; Mr. Alejandro Remos, Vice Chair; Dr. Ruth Jacoby, Member; and Mr. Henri Pferdmenges, Member.

The following is the Governing Board for Mater Academy Charter High School: Dr. Ruth Jacoby, Member; Mr. Rolando Llanes, Member; Dr. Emilio Lacal, Member; Mr. Alejandro Remos, Member; and Mr. Henri Pferdmenges, Member.

Copies of the amendments to the charter school contractual agreements 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:

1. approve the fourth amendment to the Charter School Contractual Agreement with Mater Academy, Inc. on behalf of Mater Center Charter School to:
 - a. enter into an Articulation Agreement with Mater Academy Charter High School; and
 - b. modify the method of disbursing FTE payments from ten per year to 12 per year; and
2. approve the first amendment to the charter school contractual agreement with Mater Academy, Inc. on behalf of Mater Academy Charter High School to enter into an Articulation Agreement with Mater Center Charter School.

MB:dcr

FIRST AMENDMENT TO CHARTER SCHOOL CONTRACT

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

RECITALS

A. The Sponsor and School entered into that certain Charter School Contract dated as of March 14th, 2002 (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

DEFINITION OF STUDENTS

(2) Mater Academy Charter High School will eventually serve students in Grades 9 - 12 (approximate ages 14-18) who would qualify to attend a traditional Miami-Dade County public school. The school will not discriminate on the basis of race, religion, or national or ethnic origin in the admission of students. It is anticipated

that the Mater Academy Charter High School will serve a student population that will include a significant proportion of students articulating from the Mater Academy Ele-Middle. The existing Mater Academy Charter School is currently in its fourth year of operation in Hialeah Gardens, Florida and is serving approximately 800 students pursuant to a Charter sponsored by Miami-Dade County Public Schools for K through 8th Grade. It is anticipated that the target student population to be served by the High School will be similar demographically to the student population currently served by the Ele-Middle. The demographics of the Mater Academy Ele-Middle reveal a student population that is primarily of Hispanic origin – many from recently immigrated households. More than 70% of the students receive free or reduced priced meals, and the Ele-Middle receives Title I funding. Following is the student enrollment breakdown by year:

Year 1: 2002-2003 – Grades 9-10 - up to 500 students

Year 2: 2003-2004 – Grades 9-11 - up to 750 students

Year 3: 2004-2005 – Grades 9-12 - up to 1000 students

Year 4: 2005-2006 – Grades 9-12 - up to 1000 students

Years 5-10: 2006-2012 – Grades 9-12 - up to 1000 students

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 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

2. Part III. A. of the Contract is hereby amended, and added is the following:

PART III. STUDENTS

A. DEFINITION OF STUDENTS

(4) The School will give enrollment preference to students articulating from The Mater Center Charter School, pursuant to §228.056(7)(c)(6), Fla.Stat., which permits a charter school to limit the enrollment process to target students articulating from one charter school to another pursuant to an articulation agreement between the charter schools. The Mater Center Charter School and Mater Academy Charter High School will enter into such an agreement, which is incorporated as Appendix S.

3. 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 nine (9) monthly payments to the School by the 15th of each month beginning with September 15th immediately following the opening of school. In order to provide educational materials for students when classes begin, the first payment shall include 75% of the full annual allocation of

instructional materials based on membership after the first week of school. The tenth and final payment for each school year shall be submitted to the School no later than July 15th to allow the Sponsor to determine any final amounts due the Sponsor for services provided the School as well as for administrative oversight. Late payments are subject to interest at the rate of 1% per month calculated on a daily basis until paid. The Sponsor will cooperate and assist the School, as required by Florida Statutes, to obtain capital outlay funding for which the School is eligible. Procedures for submitting and approving requests for funding under §228.0561, Fla.Stat., 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 occupancy capacity.

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

PART IV. FINANCIAL ACCOUNTABILITY

FACILITIES

(4) The School shall comply with all applicable laws, ordinances, and codes of federal, state, and local governance, including Individuals with Disabilities Education Act, as they apply to this Contract. It is expressly agreed that the School shall obtain all necessary licenses, permits, use approval, facility certification, and other approvals required for use of the facility by the local government or other governmental agencies. The School further agrees that all cost for or associated with complying with local ordinances, securing licenses, permits, use approval, facility certification, and other approvals, including but not limited to application fees,

advertising costs, surveyor costs, plan review fees, permit costs and licensing costs, and any other additional charges or surcharges by the local government or other governmental agencies, shall be paid by the School. The School will show proof of the appropriate facility certification, including all certificates that are required by the applicable building codes, before the initial opening day of classes. The School agrees that at no time during the length of this contract will the enrollment capacity exceed the number of students permitted by zoning capacity, applicable laws and regulations. If the School fails to obtain all licenses, permits, use approval, facility certification, and any other approvals as required by the local government or any other governmental bodies ten (10) working days prior to the initial opening day of classes, this Contract shall terminate with no compensation due to the School, however, the application shall remain effective for the following school year.

5. Part VII. B. of the Contract is hereby amended, and substituted in its place and stead 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.

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

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

ATTEST:

MATER ACADEMY, INC. on behalf of
MATER ACADEMY CHARTER HIGH
SCHOOL

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.

Appendix S

ARTICULATION AGREEMENT

THIS ARTICULATION AGREEMENT (the "Agreement") is made and entered into as of the 3rd day of June, 2002, by and between **THE MATER CENTER SCHOOL** ("Mater EleMiddle"), whose address is 7700 NW 98th Avenue, Hialeah Gardens, Florida, **MATER ACADEMY CHARTER HIGH SCHOOL**, ("Mater High"), with an address at 7901 NW 103rd Street, Hialeah Gardens, Florida, and **MATER ACADEMY, INC.**, a Florida not-for-profit corporation, with an address at 7700 NW 98th Street, Hialeah Gardens, Florida 33016.

WITNESSETH:

WHEREAS, Mater EleMiddle and Mater High each hold a charter contract (the "Charter") with the School Board of Miami-Dade County (the "Sponsor") to operate a charter school; and

WHEREAS, Mater EleMiddle offers educational programs up to and including eighth grade and Mater High offers educational programs for high school grades ninth through twelfth; and

WHEREAS, Florida Statutes §228.056(7)(c)(6) permits Florida charter schools to establish an enrollment process that provides enrollment preference to students articulating from one charter school to another pursuant to an articulation agreement between the charter schools which has been approved by the Sponsor; and

WHEREAS, Mater EleMiddle and Mater High desire to enter into this Agreement to permit Mater High to provide enrollment preference to students enrolled at Mater EleMiddle.

NOW, THEREFORE, for mutual and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree with each other as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Term.** The term of this Agreement shall be one year effective from June 1, 2002 and shall renew automatically and remain effective from year to year so long as both Mater EleMiddle and Mater High have valid outstanding Charter School Agreements in effect with Miami-Dade County Public Schools. Either party may terminate this Agreement by providing written notice to the other party not less than 90 days prior to the start of school each year.

3. **Enrollment Preference.** Mater High shall give enrollment preference to any student enrolled at Mater EleMiddle who successfully completes the eighth grade and is eligible to progress to ninth grade, regardless of race, color, national and ethnic origin, religion or gender.

4. **Articulation Coordination.** Mater EleMiddle and Mater High shall work cooperatively to provide a smooth transition for students articulating from Mater EleMiddle to Mater High. The Administrative and Teaching Staffs at each school shall establish a cooperative relationship to ensure that the curricula and education programs implemented at each school prepares students for a seamless progression across Elementary, Middle, and High School grades.

5. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof.

6. **Assignments.** No party shall assign its rights or obligations hereunder without the prior written consent of the other party to this Agreement.

7. **Relationship of Parties.** The relationship between the parties hereto shall be solely as set forth herein and neither party shall be deemed to employee, agent or partner of the other.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

9. **Indemnification.** Each party agrees to indemnify, defend and hold harmless the other party, its employees, agents, officers and directors from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards, and actions of whatever kind or nature, including attorneys' fees and costs (and costs and fees on appeal), and damages (including, but not limited to, all actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by that party, its agents, officers, directors, or employees.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date designated above.

WITNESSES:

MATER CENTER SCHOOL

By: _____
Name: _____
Title: _____

WITNESSES:

MATER ACADEMY CHARTER HIGH SCHOOL

By: _____
Name: _____
Title: _____

WITNESSES:

MATER ACADEMY, INC.

By: _____
Name: _____
Title: _____

APPROVED BY:

THE SCHOOL BOARD OF MIAMI-DADE COUNTY

By: _____
Perla Tabares Hantman, Chair

By: _____
, Secretary

APPROVED AS TO FORM:

School Board Attorney

FOURTH AMENDMENT TO CHARTER SCHOOL CONTRACT

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

RECITALS

A. The Sponsor and School entered into that certain Charter School Contract dated as of February 15th, 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. of the Contract is hereby amended, and substituted in its place and stead 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) Following is the student enrollment breakdown by year:

Year 5: 2002-2003 Grades K-8 - up to 1,400 students

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

(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.

(4) Pursuant to §228.056(7)(c)(6), Fla.Stat. (2001), Charter Schools, which permits a charter school to limit the enrollment process to target students articulating from one charter school to another pursuant to an articulation agreement between the charter schools, The Mater Center Charter School and Mater Academy High School will enter into such an agreement, which is incorporated as Appendix U.

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 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 the prior year's enrollment. 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 Section 228.0561, F.S., Charter Schools Capital Outlay Funding are hereby incorporated into this Contract as Appendix L. Monthly payments shall not be paid for students in excess of the facilities' valid occupancy capacity.

3. Part IV. A. (8) of the Contract is hereby amended, and substituted in its place and stead 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 audited 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 M, and in accordance with the requirements specified in Appendix M-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.

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 15th of each month from July through May with a final payment due by July 15th. See Appendix O 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 _____

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

PART IV. FINANCIAL ACCOUNTABILITY

FACILITIES

(4) The School shall comply with all applicable laws, ordinances, and codes of federal, state, and local governance, including Individuals with Disabilities Education Act, as they apply to this Contract. It is expressly agreed that the School shall obtain all necessary licenses, permits, use approval, facility certification, and other approvals required for use of the facility by the local government or other governmental agencies. The School further agrees that all cost for or associated with complying with local ordinances, securing licenses, permits, use approval, facility certification, and other approvals, including but not limited to application fees, advertising costs, surveyor costs, plan review fees, permit costs and licensing costs, and any other additional charges or surcharges by the local government or other governmental agencies, shall be paid by the School. The School will show proof of the

appropriate facility certification, including all certificates that are required by the applicable building codes, before the initial opening day of classes. The School agrees that at no time during the length of this contract will the enrollment capacity exceed the number of students permitted by zoning capacity, applicable laws and regulations. If the School fails to obtain all licenses, permits, use approval, facility certification, and any other approvals as required by the local government or any other governmental bodies ten (10) working days prior to the initial opening day of classes, this Contract shall terminate with no compensation due to the School, however, the application shall remain effective for the following school year.

7. Part VII. B. of the Contract is hereby amended, and substituted in its place and stead 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.

8. 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:

MATER 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 M

RULES OF THE AUDITOR GENERAL



CHAPTER 10.850

CHARTER SCHOOL AUDITS

EFFECTIVE 06-30-01

Appendix M1

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.

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

Appendix O

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)	
BASIC							
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
EXCEPT. ED. PGMS.							
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	= \$ -
VOC. JP (7-12)							
300	Vocational Educ. 7-12	-	x 1.206	= -	x \$ 3,413.80	x 1.0521	= \$ -
TOTAL K-12		245.00		252.40			\$ 906,517

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)
CATEGORICAL ALLOCATIONS				
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.		\$ 130,694,373		\$ 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.				\$ -
e.				\$ -
f. FEFP Proration (Reduction)	A		x 0.0615%	= \$ -
TOTAL ESTIMATED REVENUE *				\$ 1,116,337

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

Name of Charter School -

Sample Charter School

FUNDING FROM ESE GUARANTEE

	UFTE	\$ Value	\$ Allocation
Program 111 - Level 1	10.000	\$ 1,070	\$ 10,700
- Level 2	-	\$ 3,455	\$ -
- Level 3	-	\$ 7,050	\$ -
Program 112 - Level 1	10.000	\$ 1,200	\$ 12,000
- Level 2	-	\$ 3,584	\$ -
- Level 3	-	\$ 7,179	\$ -
Program 113 - Level 1	-	\$ 854	\$ -
- Level 2	-	\$ 3,238	\$ -
- Level 3	-	\$ 6,833	\$ -
	<u>20.000</u>		<u>\$ 22,700</u>

NOTES

- A Use % calculated in #2, Col. A above
- B Use % calculated in #2, Col. B above
- C Use % calculated in #2, Col. C above
- D Will be calculated by district based upon number of students actually transported, who are eligible in accordance with Chapter 234, Florida Statutes.

Eligible Students Transported	0.0
-------------------------------	-----
- E The Florida Legislature requires that \$10 per FTE be allocated from basic FEFP funds to be expended at the discretion of the school advisory committee to implement the required school improvement plan. As a result \$10 per FTE is deducted from basic FEFP and added as a categorical allocation.
- F Single, lump-sum payments will be provided to charter schools based upon the number of eligible instructional staff employed by the charter school. Instructions for documenting eligibility will be issued by the Office of Personnel and/or the Office of the Controller as soon as state guidelines are known. (Subject to proration)
- G Single, lump-sum payments will be provided to charter schools which for the prior school year either received an "A" grade or improved one letter grade from the year before.. Eligible schools receive \$100 per pupil. (Subject to proration)
- * All revenue calculations will be recalculated during the year to reflect changes in school, district and statewide data on which the calculations are based.

- Calc 1 : Based on the Florida Education Finance Program - First Calculation
- Calc 2 : Based on the Florida Education Finance Program - Second Calculation
- Calc 3 : Based on the Florida Education Finance Program - Third Calculation
- Calc 4 : Based on the Florida Education Finance Program - Fourth Calculation

**Sample Charter School
Contract with Dade County Public Schools
Fiscal Year 2001-02**

	Annual Revenue *	Payments		
		Prior Mos.	This Mo. *	Total YTD
Base FEFP Funding	\$ 906,517	\$ -	\$ 90,652	\$ 90,652
Other FEFP	60,019	\$ -	\$ 6,002	\$ 6,002
Less EEC Allocation	(2,450)	\$ -	\$ (245)	\$ (245)
Sub-Total	\$ 964,086	\$ -	\$ 96,409	\$ 96,409
Categorical Allocations:				
Instructional Materials / Textbooks	21,711	\$ -	\$ 16,283	\$ 16,283
Transportation	-	\$ -	\$ -	\$ -
Supplemental Academic Instruction	86,588	\$ -	\$ 8,659	\$ 8,659
Instructional Technology	6,274	\$ -	\$ 627	\$ 627
ESE Guaranteed Allocation	22,700	\$ -	\$ 2,270	\$ 2,270
Safe Schools	9,161	\$ -	\$ 916	\$ 916
Teacher Training	3,367	\$ -	\$ 337	\$ 337
EEC Allocation	2,450	\$ -	\$ 245	\$ 245
Sub-Total	\$ 152,251	\$ -	\$ 29,337	\$ 29,337
Title I Allocation - Schoolwide	\$ -	\$ -	\$ -	\$ -
Title I Allocation - Reading Leader	\$ -	\$ -	\$ -	\$ -
TOTAL ANNUAL REVENUE *	\$ 1,116,337	\$ -	\$ 125,746	\$ 125,746
Less: 5% Administrative Overhead	\$ (55,817)	\$ -	\$ (5,582)	\$ (5,582)
Add (Deduct) Other Adjustments:				
Summer School Charge @ \$300		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
TOTAL PAYMENTS	\$ 1,060,520	\$ -	\$ 120,164	\$ 120,164
Total Number of Payments Remaining	10	0	1	1

* Revenue calculation from worksheet **Calc 2**

b (Total Revenue - Prior Mos Payments) ÷ (# of Remaining Payments)

Approved for Payment by:

Stanley R. Corces, Chief Budget Officer _____ Date

Magaly C. Abrahante, Administrative Director _____ Date

Mercedes Toural, Assoc. Superintendent _____ Date

Appendix U

ARTICULATION AGREEMENT

THIS ARTICULATION AGREEMENT (the "Agreement") is made and entered into as of the 3rd day of June, 2002, by and between **THE MATER CENTER SCHOOL** ("Mater EleMiddle"), whose address is 7700 NW 98th Avenue, Hialeah Gardens, Florida, **MATER ACADEMY CHARTER HIGH SCHOOL**, ("Mater High"), with an address at 7901 NW 103rd Street, Hialeah Gardens, Florida, and **MATER ACADEMY, INC.**, a Florida not-for-profit corporation, with an address at 7700 NW 98th Street, Hialeah Gardens, Florida 33016.

WITNESSETH:

WHEREAS, Mater EleMiddle and Mater High each hold a charter contract (the "Charter") with the School Board of Miami-Dade County (the "Sponsor") to operate a charter school; and

WHEREAS, Mater EleMiddle offers educational programs up to and including eighth grade and Mater High offers educational programs for high school grades ninth through twelfth; and

WHEREAS, Florida Statutes §228.056(7)(c)(6) permits Florida charter schools to establish an enrollment process that provides enrollment preference to students articulating from one charter school to another pursuant to an articulation agreement between the charter schools which has been approved by the Sponsor; and

WHEREAS, Mater EleMiddle and Mater High desire to enter into this Agreement to permit Mater High to provide enrollment preference to students enrolled at Mater EleMiddle.

NOW, THEREFORE, for mutual and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree with each other as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **Term.** The term of this Agreement shall be one year effective from June 1, 2002 and shall renew automatically and remain effective from year to year so long as both Mater EleMiddle and Mater High have valid outstanding Charter School Agreements in effect with Miami-Dade County Public Schools. Either party may terminate this Agreement by providing written notice to the other party not less than 90 days prior to the start of school each year.
3. **Enrollment Preference.** Mater High shall give enrollment preference to any student enrolled at Mater EleMiddle who successfully completes the eighth grade and is eligible to progress to ninth grade, regardless of race, color, national and ethnic origin, religion or gender.

4. **Articulation Coordination.** Mater EleMiddle and Mater High shall work cooperatively to provide a smooth transition for students articulating from Mater EleMiddle to Mater High. The Administrative and Teaching Staffs at each school shall establish a cooperative relationship to ensure that the curricula and education programs implemented at each school prepares students for a seamless progression across Elementary, Middle, and High School grades.

5. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof.

6. **Assignments.** No party shall assign its rights or obligations hereunder without the prior written consent of the other party to this Agreement.

7. **Relationship of Parties.** The relationship between the parties hereto shall be solely as set forth herein and neither party shall be deemed to employee, agent or partner of the other.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

9. **Indemnification.** Each party agrees to indemnify, defend and hold harmless the other party, its employees, agents, officers and directors from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards, and actions of whatever kind or nature, including attorneys' fees and costs (and costs and fees on appeal), and damages (including, but not limited to, all actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by that party, its agents, officers, directors, or employees.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date designated above.

WITNESSES:

MATER CENTER SCHOOL

By: _____
Name: _____
Title: _____

WITNESSES:

MATER ACADEMY CHARTER HIGH SCHOOL

By: _____
Name: _____
Title: _____

WITNESSES:

MATER ACADEMY, INC.

By: _____
Name: _____
Title: _____

APPROVED BY:

THE SCHOOL BOARD OF MIAMI-DADE COUNTY

By: _____
Perla Tabares Hantman, Chair

By: _____
, Secretary

APPROVED AS TO FORM:

School Board Attorney