

Valtena G. Brown, Deputy Superintendent/Chief Operating Officer  
School Operations

**SUBJECT:** INITIAL READING: PROPOSED AMENDMENTS TO BOARD  
POLICY 9800, *CHARTER SCHOOLS*

**COMMITTEE:** PERSONNEL SERVICES AND STUDENT AND SCHOOL SUPPORT

**LINK TO STRATEGIC  
BLUEPRINT:** RELEVANT, RIGOROUS AND INNOVATIVE ACADEMICS

This item is submitted for consideration by the Board to amend Board Policy 9800, *Charter Schools*, to reflect alignment with national and state core principles of charter authorizing that include maintaining high standards for charter schools, upholding charter school autonomy, and protecting student and public interests. Other revisions include a process to utilize the Board's Request for Proposal process to advance the Board's strategic plan and school choice goals in support of the Board's educational equity and access goals, and the implementation of a performance framework and differentiated accountability system. Additional changes reflect clarification for transfer of funds, articulation agreement requirements, notifications to municipalities, and other existing processes.

To provide transparency, notification, and the opportunity to provide input and feedback prior to initial reading, the proposed revised policy has been transmitted via electronic mail to all M-DCPS charter school principals, governing board chairs, and known charter school educational service providers.

Attached is the Notice of Intended Action and the amended policy. Changes from the current policy are indicated by underscoring words to be added and ~~striking-through~~ words to be deleted.

Authorization of the Board is requested for the Superintendent to initiate rulemaking proceedings in accordance with the Administrative Procedure Act to amend Board Policy 9800, *Charter Schools*.

**RECOMMENDED:** That the School Board of Miami-Dade County, Florida, authorize the Superintendent to initiate rulemaking proceedings in accordance with the Administrative Procedure Act to amend School Board Policy 9800, *Charter Schools*.

VGB/nlb

## NOTICE OF INTENDED ACTION

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, announced on January 25, 2017, its intention to amend Board Policy 9800, *Charter Schools*, at its meeting of March 15, 2017.

**PURPOSE AND EFFECT:** The proposed amendments reflect alignment with national and state core principles of charter authorizing that include maintaining high standards for schools, upholding charter school autonomy, and protecting student and public interest. Other revisions include a process to utilize the Board's Request for Proposal to support the Board's strategic plan and school choice goals in support of the Board's educational equity and access goals, the implementation of a performance framework and differentiated accountability system. Additionally, the revised policy reflects clarification for transfer of funds, articulation agreement requirements, notification to municipalities, and other existing processes.

**STATEMENT OF ECONOMIC IMPACT AND REGULATORY COSTS:** Compliance with the proposed policy revisions will have minimal economic impact.

**SUMMARY:** To align policies and practices with national and state core principles of quality authorizing, provide clarification of financial policies and requirements and to further clarify charter school requirements and other general policies.

**SPECIFIC LEGAL AUTHORITY UNDER WHICH RULEMAKING IS AUTHORIZED:** 1001.41(1), (2), (3),(5); 1001.42(4)(l),(8), (12), (13), (15), (18); 1001.43(2), (6),(10); 1001.49(3), F.S.

**LAW IMPLEMENTED, INTERPRETED, OR MADE SPECIFIC:** 216.292(1)(a); 218.39; 218.391; 218.503(1); 286.23; 1001.42(12)(d), (15), (18); 1001.43(2), (6); 1002.33(1), (2), (3), (5)(a)1, (b)1.a.,b.,e., (9)(b),(c), (10)(e)6., (17); 1011.69(2) F.S.

IF REQUESTED, A HEARING WILL BE HELD DURING THE BOARD MEETING OF March 15, 2017, which begins at 1:00 p.m., in the School Board Auditorium, 1450 N.E. Second Avenue, Miami, Florida 33132. Persons requesting such a hearing or who wish to provide information regarding the statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), F.S., must do so, in writing by February 21, 2017, to the Superintendent of Schools, Room 912 at the same address.

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

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

1

CHARTER SCHOOLS

2 | The School Board ("sSponsor" or "Board") shall ~~supervise~~ monitor and oversee  
3 | review all charter schools within Miami-Dade County. The Superintendent, through  
4 | the Office of Charter School Compliance and Support (CSCS), shall manage the  
5 | charter school authorizing process and engage in regular progress monitoring of its  
6 | policies, practices, and processes to align with national and state core principles of  
7 | quality authorizing including maintaining high standards for charter schools,  
8 | upholding charter school autonomy, and protecting student and public interests.

9 | Approved charter schools are "public schools" ~~and that are held accountable~~  
10 | through a performance-based contract with the Sponsor. They shall receive goods  
11 | and services from the sSponsor as required by law and/or as specified through a  
12 | separate contract with the sSponsor.

13 | **Application Procedure**

14

15 | A. Application Submission Guidelines

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17 | 1. Draft Application

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19 | An applicant may submit a draft charter school application,  
20 | using the most recent State model application form, on or before  
21 | May 1st, with an application fee of \$500.00, made payable to  
22 | The School Board of Miami-Dade County in the form of a  
23 | cashier's check. The ~~Sponsor District~~ will provide feedback on  
24 | material deficiencies in the application by July 1st but is not  
25 | responsible for providing feedback on deficiencies resulting from  
26 | changes in policies or law subsequent to review. The applicant  
27 | shall then have until the deadline, as indicated in section 2  
28 | below, to submit a Final Application ~~any final application by the~~  
29 | ~~August 1st deadline pursuant to law and this policy.~~

30

31 | 2. Final Application

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33 | Final standard applications shall be submitted pursuant to the  
34 | ~~sSponsor's~~ application packet. Applications must be received by  
35 | the ~~sSponsor~~ no later than 4:30 p.m., on or before the annual  
36 | submission deadline, August 1st. If the submission deadline  
37 | falls on a non-business day, the deadline shall be postponed to  
38 | 4:30 p.m. on the next business day. Applications submitted via  
39 | electronically mail will not be accepted.

39

Applications shall be submitted to:

1 | Miami-Dade County Public Schools  
2 | Charter School Compliance and Support  
3 | 1450 Northeast 2nd Avenue  
4 | Miami, Florida 33132

5 | a. Individuals, organizations, institutions, and groups  
6 | anticipating submission of an application are urged to  
7 | contact the Office of Charter School Compliance and  
8 | Support (CSCS) prior to ~~requesting~~ submitting an  
9 | application.

10 | b. The sSponsor and/or any of its designees shall not  
11 | take unlawful reprisal against another Board employee  
12 | because that employee is either directly or indirectly  
13 | involved with a charter school application.

14 | c. Applicants must submit an application on the most  
15 | current Model Florida Charter School Application  
16 | template with any other forms, templates, or  
17 | appendices required by the state and/or sSponsor.

18 | d. The applicant and sSponsor may mutually agree, in  
19 | writing, to extend the statutory timeline to consider the  
20 | charter application. Such agreement shall detail the  
21 | extension date or timeframe. If the applicant does not  
22 | agree to extend the statutory timeline for a charter  
23 | application review, the Sponsor may decide not to  
24 | present the application to the Application Review  
25 | Committee (ARC) for review. In that event, CSCS may  
26 | forward the application directly to the Superintendent  
27 | after the technical review with a recommendation to  
28 | either approve or deny the application.

29 | e. Charter schools shall not use or bear the same or  
30 | similar name of an existing traditional public, charter,  
31 | or private/parochial school in Miami-Dade County.

32 | f. The Board may deny an application submitted by a  
33 | high-performing charter school if the sSponsor  
34 | demonstrates by clear and convincing evidence that  
35 | the application failed to meet one (1) or more of the  
36 | statutory criteria for a high-performing charter school.

37 | B. Final Standard Application Evaluation Process

38 | 1. The ~~District~~ Sponsor shall review all final applications using  
39 | the current required evaluation instrument developed by the

1 Florida Department of Education (FDOE) and may also review  
2 additional information required by the state and/or the  
3 sSponsor.

4 | 2. The ~~District-Sponsor~~ shall evaluate timely final applications  
5 as submitted. Applications cannot be amended and no  
6 documentation or unsolicited information will be accepted or  
7 | considered after submission. However, the ~~District-Sponsor~~  
8 shall allow the applicant, upon receipt of written notification,  
9 seven (7) calendar days to make technical or non-substantive  
10 corrections and clarifications of grammatical or typographical  
11 errors and to add missing signatures, if such errors are  
12 | identified by the sSponsor as cause to deny.

13 | 3. The sSponsor shall deny any application (a) that does not  
14 | comply with the statutory requirements and/or sSponsor's  
15 | instructions for charter school applications; or (b) where the  
16 | applicant has plagiarized all or part of the application, made a  
17 | material misrepresentation or false statement, or concealed  
18 | an essential or material fact in the application and/or during  
19 | the application evaluation process.

20 |  
21 | 4. The Sponsor may consider the following factors when  
22 | evaluating an application: evidence of community support,  
23 | need and demand, impact on surrounding community(ies),  
24 | including but not limited to, public and non-public  
25 | educational institutions, and the actual physical location of  
26 | the proposed school.

27 |  
28 | 5. The Sponsor will seek to work collaboratively with applicants  
29 | that demonstrate alignment with the Sponsor's strategic plan  
30 | and/or that enhance equity and access to school choice  
31 | options in demonstrated areas of geographic, academic or  
32 | programmatic need.

33 |  
34 | 46. Additional Information

35 | a. In accordance with Section 1002.33(6)(a)7, F.S., the  
36 | Sponsor may request the applicant to provide: (1) the  
37 | actual physical location of the proposed school, (2)  
38 | evidence of community support, need and demand for  
39 | a school in that area, and (3) an analysis of the impact  
40 | on the surrounding community(ies), including but not  
41 | limited to, public and non-public educational  
42 | institutions and traffic conditions. This information

1 | shall be considered when recommending approval or  
2 | denial of an application.  
3 |

4 | b. The Sponsor shall solicit and consider information to  
5 | evaluate the applicant's ability to operate a charter  
6 | school, such as: (1) history and background of  
7 | individual applicants and/or founding governing  
8 | boards and its individual members including, but not  
9 | limited to, a demonstration of the professional  
10 | experience or competence of those individuals or  
11 | organizations applying to operate the charter school or  
12 | those hired or retained to perform professional  
13 | services; (2) the description of clearly delineated  
14 | responsibilities and the policies and practices needed  
15 | to effectively manage the charter school; (3) desired  
16 | location and facility information; (4) whether the  
17 | applicant currently operates charter schools in Florida;  
18 | and, (5) whether the proposed school will be a  
19 | replication of an existing school design. A description  
20 | of internal audit procedures and establishment of  
21 | controls to ensure that the financial resources are  
22 | properly managed must be included. This information  
23 | shall be used to evaluate the applicant's ability to  
24 | operate a charter school and considered when  
25 | recommending approval or denial of an application.

26 | ~~bc.~~ The applicant ~~may~~ must provide evidence of prior  
27 | ~~experience in its history of~~ establishing and operating  
28 | ~~public charter schools which~~ . ~~An applicant's history~~  
29 | ~~of establishing and operating charter schools~~ shall be  
30 | considered when recommending approval or denial of  
31 | an application.

32 | ed. If applicant is requesting to replicate a High Performing  
33 | charter school, the applicant shall:

34 | 1) submit a copy of the required letter from the  
35 | Commissioner of Education verifying High  
36 | Performing Status of the school to be replicated;

37 | 2) provide evidence of substantial replication of the  
38 | educational program of the existing High  
39 | Performing school;

- 1 3) clearly articulate in the body of the application  
2 that the proposed school is being submitted as a  
3 replication under F.S. 1002.331 (3)(a); and
- 4 4) provide information substantiating that the  
5 applicant has not submitted a high performing  
6 replication application to any other school  
7 district in Florida during the current application  
8 cycle.

9 57. Technical Review - The technical review may involve initial  
10 review of applications that comply with the sSponsor's  
11 application instructions and ~~recommendations~~ provide  
12 feedback to the Application Review Committee (ARC). If  
13 significant deficiencies are found, the application will not be  
14 reviewed by the ARC but will be forwarded directly to the  
15 Superintendent with a recommendation for denial.  
16 Applications may also be rejected without review or action by  
17 the sSponsor if they are in violation of the law or if evidence of  
18 plagiarism of all or part of the application is substantiated.

19 a. The individuals conducting the technical review may  
20 include representatives from the following District  
21 departments (department names may be subject to  
22 change), as deemed necessary by the sSponsor, to  
23 properly review each application:

- 24 1) Assessment, Research and Data Analysis and  
25 Program Evaluation
- 26 2) ~~Curriculum and Instruction~~ Academics and  
27 Transformation (including core subject areas,  
28 ELL, SPED, and Gifted)
- 29 3) ~~Financial~~ Services (including Budget,  
30 Accounting, Audit, and Risk Management)
- 31 4) School Operations (including Attendance, Food  
32 & Nutrition, and Transportation)
- 33 5) Facilities
- 34 6) Human Capital Management

35 b. Review by other departments may be required based  
36 on the type of application submitted.





- 1 | 4) Charter School Compliance and Support
- 2 | 5) ~~Curriculum and Instruction~~ Academics and
- 3 | Transformation
- 4 | 6) Diversity Equity and Excellence Advisory
- 5 | Committee
- 6 | 7) Facilities
- 7 | 8) Financial ~~Operations~~ Services
- 8 | 9) Human Capital Management
- 9 | 10) Management and Compliance Audits
- 10 | (non-voting)
- 11 | 11) Exceptional Student Education
- 12 | 12) Bi-Lingual Education
- 13 | b. The Superintendent shall designate the Chair, who will
- 14 | be a non-voting member except in the case of a tie.
- 15 | c. A majority of the entire membership shall constitute a
- 16 | quorum. A quorum is required for any ARC
- 17 | recommendations.
- 18 |
- 19 | d. Based on the type of application, individuals from
- 20 | other departments and/or external reviewers may
- 21 | participate on the Committee in an advisory role.
- 22 |
- 23 |

C. Appeals of Application Denials

- 24 | 1. Pursuant to State law, if an application is denied, the sponsor
- 25 | shall, within ten (10) calendar days after the denial, articulate
- 26 | in writing the specific reasons for the denial, based upon good
- 27 | cause, and shall provide the letter of denial and supporting
- 28 | documentation to the applicant and the Florida Department
- 29 | of Education (FDOE). An applicant may appeal the Board's
- 30 | failure to timely act upon, or denial of, an application
- 31 | pursuant to State Board of Education Rule F.A.C. 6A-6.0781.
- 32 | If the applicant is a municipality or a legal entity organized
- 33 | under the laws of this State, the decision to appeal must be
- 34 | made in a legally advertised public meeting with a quorum
- 35 | present. Official meeting minutes or an adopted resolution
- 36 | documenting the action and evidence of proper meeting notice

1 | must be submitted to the sSponsor. The applicant shall also  
2 | file the appeal with the Board clerk.

3 | 2. If a high-performing charter school application is denied, the  
4 | District Sponsor must, within ten (10) calendar days after the  
5 | denial, articulate in writing the specific reasons based upon  
6 | the statutory criteria and provide the notice of denial and  
7 | supporting documentation to the applicant and the DOE.  
8 | The applicant may appeal the denial directly to the State  
9 | Board of Education pursuant to State law.

### 10 | Charter Contract and Contract Negotiation Process

11 | A charter school has no authority to operate until the terms and conditions for  
12 | operation have been set forth and mutually agreed upon by the sSponsor and  
13 | applicant in a written contract called a charter. The Contract Review Committee  
14 | (CRC) shall annually review and approve a standard contract that is consistent with  
15 | this policy and State law which shall be used as the basis for all charters approved  
16 | under this policy. New-Initial and renewal contracts, and any amendments that  
17 | materially alter the contract, if approved by the CRC and recommended by the  
18 | Superintendent, shall be presented to the sSponsor. The contract or amendment  
19 | may be negotiated prior to convening the CRC and presented to the CRC as  
20 | recommendations for consideration. Only contracts approved by the CRC will be  
21 | submitted to the Sponsor by the Superintendent for final consideration.

#### 22 | A. Charter Contract Review Committee (CRC)

23 | 1. If the parties are unable to agree on the terms and conditions  
24 | or the CRC recommends denial of the contract for other  
25 | reasons, no recommendation shall be forwarded to the  
26 | Superintendent. In that case, CSS will notify the applicant in  
27 | writing.

28 | The applicant shall have no more than ~~three-five~~ (35)  
29 | individuals at the review who may participate in the process.  
30 | Participation means providing direct responses to questions  
31 | and/or concerns raised by committee members and actively  
32 | negotiating terms of the agreement. At least one (1) governing  
33 | board member shall be present and not more than a total of  
34 | ~~two-four~~ (24) other individuals (i.e., consultants, lawyers, or  
35 | management company representatives). Participation from  
36 | other meeting attendees ~~shall not~~ will be allowed only at the  
37 | discretion of the Committee Chair.

38 | 2. The CRC shall include the Superintendent's cabinet members  
39 | or designees from the following areas of expertise:

- 1 a. School Operations
- 2 b. Assessment, Research and Data Analysis
- 3 c. Federal and State Compliance
- 4 | d. Charter School Compliance and Support
- 5 | e. Curriculum and Instruction Academics and
- 6 | Transformation
- 7 f. Facilities
- 8 | g. Financial Operations Services
- 9 h. Grants Administration
- 10 | i. Human Capital Management
- 11 j. Management and Compliance Audits (non-voting)

12 The Superintendent shall designate the chair who will be a  
13 non-voting member except in the case of a tie.

14 A majority of the entire membership shall constitute a  
15 quorum. A quorum is required for any CRC  
16 | recommendations. Individuals from other departments  
17 | and/or external reviewers may participate on the Committee  
18 | in an advisory role.

19 3. Prerequisites for considering a contract or negotiating a  
20 contract:

- 21 a. Evidence of a proper legal structure, (e.g., including
- 22 current and active articles of incorporation, bylaws,
- 23 municipal charter, fictitious name registration filing)
- 24 and any other documentation required by state and
- 25 federal law. The applicant shall be a not for profit
- 26 organized pursuant to F.S. Chapter 617.
- 27 b. Actual location and evidence that a facility has been
- 28 secured for the term of the charter pursuant to this
- 29 policy.
- 30 c. If more than one school will operate on the site, the
- 31 applicant shall identify the grade levels, number of

1 students in each grade level and the total number of  
2 students enrolled in each school.

3 d. The sSponsor may solicit additional information about  
4 the proposed facility from the landlord, mortgagee or  
5 appropriate jurisdictional agencies.

6 B. Request to Extend Negotiations/School Opening

7 ~~1. The applicant and sponsor may mutually agree to extend the~~  
8 ~~statutory timeline to negotiate and consider approval of the~~  
9 ~~charter contract for a period not to exceed one (1) year from~~  
10 ~~the approved opening date in the charter school application.~~  
11 ~~Requests shall be submitted to Charter School Operations, in~~  
12 ~~writing, by an authorized agent of the charter school,~~  
13 ~~detailing the reason for the requested extension. The decision~~  
14 ~~whether or not to extend the negotiation period or defer~~  
15 ~~opening shall be at the sole discretion of the sponsor.~~

16 ~~2. If the statutory timeline to negotiate and enter into a charter~~  
17 ~~contract is extended and prior to resuming negotiations, the~~  
18 ~~applicant shall provide an updated budget, application and~~  
19 ~~any revisions necessitated by the delay. The term of the~~  
20 ~~contract shall be adjusted to reflect cancellation of one year of~~  
21 ~~the term.~~

22 ~~3. The application shall be automatically rescinded, without~~  
23 ~~further action by the Board, if the applicant does not enter~~  
24 ~~into contract negotiations or open the school within: (1) the~~  
25 ~~timeframe specified by law, or (2) the date of extension which~~  
26 ~~has been mutually agreed upon in writing by both parties.~~

27 ~~4. Unless extended pursuant to this policy, the applicant shall~~  
28 ~~open the charter school at the beginning of the sponsor's next~~  
29 ~~school year following the approval of the charter school~~  
30 ~~application, subject also to the fifteen (15) day requirement~~  
31 ~~for submitting facilities documentation in this policy.~~

32 ~~5. An approved contract shall be automatically revoked, without~~  
33 ~~further action by the Board, if the applicant does not open the~~  
34 ~~school on: (1) the first day of school of the initial school year~~  
35 ~~indicated in the contract, or (2) the first day of the school year~~  
36 ~~indicated in the approved deferral, subject also to the~~  
37 ~~fifteen (15) day requirement for submitting facilities~~  
38 ~~documentation in this policy.~~

1 |            CB. Initial Charter Contract

2                    1. Initial contracts shall be for a term of four (4) or five (5) years  
3                    unless a longer term is specifically required or allowed by law.

4                    2. Contract Prerequisites

5 |                    A CRC meeting shall not be scheduled until all required  
6 |                    documentation has been successfully submitted. No CRC  
7 |                    meetings shall be scheduled after the sSponsor's June Board  
8 |                    meeting except at the sole discretion of the sSponsor.

9                    a. Evidence of a proper legal structure to support the  
10 |                    school's governance and tax exemption status, (e.g.,  
11 |                    including current and active articles of incorporation,  
12 |                    bylaws, municipal charter, fictitious name registration  
13 |                    filing, 501(C)3 determination letter and any other  
14 |                    documentation required by state and federal law). The  
15 |                    applicant shall be a Florida not for profit organization  
16 |                    pursuant to F.S. Chapter 617.

17                   b. Actual location and evidence that a facility has been  
18                    secured for the term of the charter.

19                    1) Facility Documentation

20                    Leased Facility - Evidence for a leased facility  
21                    may include, but is not limited to: (1) a fully  
22                    executed lease agreement signed by the duly  
23                    authorized member of the governing board  
24                    reflecting the parties to the agreement, term,  
25                    rental rate, any and all expenses that will be the  
26                    responsibility of the charter school, cancellation  
27                    provisions and any other terms and conditions  
28                    impacting the usability or financial viability of  
29                    the site, including, but not limited to, the  
30                    master lease if the lease is with a sublessor; or  
31                    (2) an original signed and dated letter of intent  
32                    on letterhead stationery from the duly  
33                    authorized entity able and willing to lease a  
34                    location/facility to the charter school. Such  
35                    letter is to include, but is not limited to, the  
36                    address of the facility, folio number, date of  
37                    availability, proposed tenant improvements and  
38                    party responsible, proposed lease term  
39                    (including options to extend), proposed rental  
40                    rate for the initial term, and any other terms

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and conditions impacting the usability or financial viability of the site, including, but not limited to, the master lease if the lease is with a sublessor.

Purchased facility - Evidence for a purchased facility may include, but is not limited to, a copy of the recorded property deed showing ownership in the name of the charter school, and a current Opinion of Title for the parcel.

2) The Sponsor may solicit additional information about the proposed facility from the applicant, landlord, facility, and/or property owner, mortgagee, or appropriate jurisdictional agencies.

3) If more than one (1) school will operate on the site, the applicant shall identify the grade levels, number of students in each grade level, and the total number of students enrolled in each school.

c. Evidence of sufficient demand and the demographics of the immediate area to support enrollment projections.

d. Written evidence that the municipal/county officials and/or zoning agencies in the jurisdiction where the school will be located have been notified.

e. Evidence that residents in close proximity of the school have been noticed. Notice may include printed flyers or advertisements as well as electronic mail blasts, public meetings and attendance rosters with contact information, website postings, telephone message blasts, and any social media communications. The notification shall provide guidance on how to provide feedback to the appropriate municipal/county zoning agency and charter school's governing board, including telephone numbers, physical addresses and/or electronic mail addresses.

3. Municipality and/or County Notification

Upon final approval of a contract by the Board, the Sponsor shall provide a courtesy notice to the appropriate

1                    municipality and/or county department identifying the  
2 |                    school's approved location, grade configuration, and the  
3                    contractual student enrollment.

4 |            DC. Charter Contract Amendments

- 5                    1. There shall be no modification of any contractual provision(s)  
6                    of the standard charter contract language, unless mutually  
7                    agreed by both parties in writing. All amendments must be  
8                    negotiated in compliance with the contract negotiation  
9                    process. Unilateral modification made by the charter school  
10                    is grounds for termination or non-renewal.
- 11 |                  2. Amendments may be considered by the Sponsor if either  
12                    party can demonstrate that an amendment is necessary to  
13                    protect the health, safety, or welfare of the students and/or  
14                    the school has satisfactory academic performance, fiscal  
15                    management, and operational compliance.
- 16                    3. Unless otherwise specifically allowed by law, all contract  
17                    amendment requests shall be submitted in writing to Charter  
18 |                    School Compliance and Support by March 1st, by an  
19                    authorized agent of the charter school. Only requests  
20                    pertaining to the health, safety, or welfare of students will be  
21                    considered after March 1st. The sponsor is not obligated to  
22                    agree to any amendment requests unless required by law.
- 23                    4. The charter school shall provide evidence of governing board  
24                    approval for all requested amendments in the form of a  
25                    governing board resolution or copy of official governing board  
26 |                    meeting minutes ~~the~~ that specifically detail the governing  
27                    board support and the amendment request.
- 28 |                  5. At the sole discretion of the sSponsor, additional information  
29                    or documentation may be requested for consideration of any  
30                    amendment request.
- 31 |                  6. Any charter school that is not a state designated high  
32 |                    performing school and is seeking an amendment must  
33                    demonstrate the following:
- 34                    a. success of the current academic program;
- 35                    b. achievement of its goals and objectives, related to  
36                    accountability standards;

- 1 c. viability of the organization and school;
- 2 d. compliance with terms of the charter;
- 3 e. evidence of support which may include but is not  
4 limited to:
- 5
- 6 (i) Parental Support: written evidence from at least  
7 fifty-onethirty-three percent (5133%) of the school's  
8 parent households supporting each amendment  
9 request, including parent contact information, or  
10 evidence from a publicly noticed meeting that a  
11 majority of the school's parent households in  
12 attendance at the meeting demonstrated support for  
13 each amendment request and includes participating  
14 parent contact information;
- 15
- 16 (ii) Community Support: evidence that community  
17 stakeholders were informed of the impact of the  
18 requested amendment and provided meaningful  
19 opportunities for input on the proposed amendment;  
20 evidence that there was a deliberate process for  
21 considering stakeholder feedback and the impact of the  
22 amendment. Notice includes printed flyers or  
23 advertisements as well as electronic mail blasts,  
24 website postings, telephone message blasts, public  
25 meetings and attendance rosters with contact  
26 information, and any social media communications.  
27 The notification shall provide guidance on how to  
28 provide feedback to the appropriate municipal and/or  
29 county zoning agency and the charter school's  
30 governing board, including phone numbers, physical  
31 addresses and/or electronic mail addresses.
- 32 f. evidence that the school will continue serving the  
33 existing currently enrolled students without negative  
34 impact to that population; and,
- 35 g. a copy of the school's most current Form 990, Return  
36 of Organization Exempt from Income Tax, and all  
37 schedules and attachments.
- 38

39 7. Municipality and/or County Notification

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41 Upon final approval of a contract amendment by the Board,  
42 the Sponsor shall provide a courtesy notice to the appropriate



1 | municipality and/or county department identifying the terms  
2 | of the amendment.

3 |  
4 | 8. The requirements may be waived by the Sponsor for  
5 | emergency amendment requests affecting the health, safety,  
6 | and welfare of the school's students.

7 | 9. The sSponsor may deny an amendment request if the legal  
8 | entity that holds the charter has an approved application(s)  
9 | for a charter school(s) that has not yet opened, has a charter  
10 | school(s) that fails to demonstrate any of items (a) - (d),  
11 | and/or has a charter school(s) are under investigation by any  
12 | investigative authority. The sSponsor may also deny  
13 | amendments that change the legal entity holding the contract  
14 | and with whom the sSponsor has initially contracted.

15 | 710. Additional Requirements for Specific Types of Amendment  
16 | Requests

17 | a. Education Program Amendments

18 | Significant changes in the curriculum and changes in  
19 | grade levels (except for high-performing charter  
20 | schools) constitute a change in the educational  
21 | program and shall require an amendment which may  
22 | include submission of a revised charter school  
23 | application pursuant to the initial application process.  
24 | Official written notification from the governing board  
25 | must be provided to CSCS by March 1st if the school  
26 | intends to eliminate or increase grade levels in the  
27 | current contract.

28 | Requests for such amendments shall include the  
29 | following information and supporting documentation:

- 30 | 1) justification for change;
- 31 | 2) effective date of the change; and
- 32 | 3) evidence that financial implications, feasibility,  
33 | facility, and student access issues have been  
34 | addressed, including provision of required  
35 | resources, staff, and materials.

36 | A charter school designated as high-performing  
37 | pursuant to State law shall notify the sSponsor in  
38 | writing by March 1st, of the preceding school year, of

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its intent to expand the grade levels it serves the following year. The written notice shall specify the grade levels that will be added and redistribution of enrollment, and a detailed educational program plan to address any changes to the grade configuration of the school. Failure to timely notify the sponsor will preclude the school from changing its grade levels under this provision. Evidence of notification to parents, impacted municipal and/or county leaders and zoning agencies and impacted community stakeholders shall be submitted to the Sponsor with the March 1st request.

b. Location Amendments

1) Changes in location or addition of a location shall include the following information and supporting documentation:

a) description of location, including identification as permanent or temporary, and if the location will be temporary, the request shall include the period of time during which the school will be at the temporary location;

b) effective date of the relocation;

c) evidence that financial implications, feasibility, facility, and student access issues have been addressed;

~~d) written evidence from at least fifty one percent (51%) of school parent households supporting each amendment request, including parent contact information; identified in this policy; and;~~

~~e) evidence of the school's property interest in the facility (owner or lessee).~~

2) The ~~s~~Sponsor ~~if is~~ not obligated to agree to requests for additional facilities, campuses, and/or locations associated with a charter school's operations.

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- 3) The school shall not change or add facilities outside the current folio number(s) or locations at any time during the term of this contract without prior approval of the sponsor through the contract amendment process. Violation of this provision constitutes a unilateral amendment or modification of this contract and good cause for termination.
- 4) If the request for a location amendment involves a facility in which other schools are operating, the names of the school(s), the grade levels, number of classrooms, number of students in each grade level, and the total number of students enrolled in each school shall be included in the request, in addition to the information and documentation described in paragraphs a and b above.
- 5) No later than fifteen (15) days prior to the opening of schools or the initial use of the facility by the school, the school shall have an approved contract and evidence of all necessary permits, licenses, zoning, use approval, facility certification and other approvals required for use of the facility by the local government.
- 6) No later than thirty (30) days prior to the opening or initial use of the facility, the school shall provide an executed lease contract or mortgage agreement for the facility indicated in the contract.

c. Enrollment Capacity Amendments

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

- 1) justification for change;
- 2) effective date of the change;
- 3) evidence of proper facility approvals and/or allowable facility capacity;

1 4) evidence that financial implications, feasibility,  
2 facility, and student access issues have been  
3 addressed; and,

4 5) evidence of demand.

5 A charter school designated as high-performing  
6 pursuant to State law shall notify the sponsor in  
7 writing by March 1st, of the preceding school year, of  
8 its intent to increase enrollment the following year.  
9 The written notice shall specify the number of students  
10 by which the enrollment will increase, by grade level.  
11 Failure to timely notify the sponsor will preclude the  
12 school from amending its enrollment. Evidence of  
13 notification to parents, impacted municipal and/or  
14 county leaders and zoning agencies and impacted  
15 community stakeholders shall be submitted to the  
16 Sponsor with the March 1st request.

17 d. Management Company Contract Amendments

18 All proposed amendments to the contract between the  
19 school and the management company must be  
20 submitted to the sponsor prior to execution. Material  
21 changes to the original mission of the school's scope of  
22 services, or in the management company, may require  
23 an amendment to this contract.

24 e. Name Changes

25 Name changes to the legal entity or charter school are  
26 material terms and require a contract amendment  
27 prior to the use of the new name.  
28  
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30 811. The CRC shall be convened to negotiate any significant  
31 amendments or any changes in the contract that significantly  
32 deviate from the standard charter contract language.

33 912. Except certain amendments such as amendments  
34 necessitated by sSponsor policy amendments, high  
35 performing charter school amendment requests pursuant to  
36 F.S. 1002.331, and other amendments as determined by the  
37 sSponsor, whenever a contract is amended or renewed, it  
38 shall be updated to comply with this policy and the current  
39 standard charter contract.

1           ~~1013.~~ Following Board-Sponsor approval, the Superintendent is  
2           authorized to negotiate and execute contract amendments  
3           and addenda on behalf of the Board-Sponsor after the Board  
4           Sponsor approves policy changes that are referenced in  
5           charter school contracts.  
6

7           D. Request to Extend Negotiations/School Opening  
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- 9           1. Deferral Period - Pursuant to law, the school may defer the  
10           opening to provide time for adequate facility planning. While the  
11           deferral maximum is stated in the statute, the charter school  
12           must notify the Sponsor of their final decision each year no later  
13           than 30 calendar days prior to the District's first day of school.  
14
- 15           2. Notification - Upon election to defer the school opening, the  
16           charter school's governing board shall notify the Sponsor, in  
17           writing, indicating (1) if this is the first or second deferral, (2) the  
18           length of the deferral, and (3) the proposed first day of school  
19           (mm, dd, yyyy). Additionally, official meeting minutes or an  
20           adopted board resolution, signed by the charter school's  
21           governing board chair and secretary, indicating support of this  
22           action, and evidence of proper meeting notice shall accompany  
23           the written notification provided to the Sponsor. The notification  
24           should be submitted to Charter School Compliance and Support  
25           via electronic mail or U.S. Mail. The notification is valid only if  
26           received by the Sponsor by this deferral deadline.  
27
- 28           3. If the applicant elects to extend the opening, the applicant will  
29           be required to update the budget, application, and other  
30           pertinent documentation as a result of changed laws, policies or  
31           expectations prior to negotiation of an initial charter contract or  
32           an amendment to the initial contract. Additionally, in order to  
33           appropriately plan for the opening of schools and correctly  
34           project student enrollment for the upcoming school year, any  
35           charter school with an approved application or contract that  
36           indicates that they will defer opening will provide the district  
37           with a timeline by March 1 of the first year they elect to defer  
38           opening. This timeline will include all key operational items and  
39           milestones. The applicant shall be required to provide periodic  
40           status reports and make allowances for site visits, when  
41           applicable.  
42
- 43           4. The approved application will be automatically rescinded,  
44           without further action by the Sponsor, if the applicant does not  
45           meet the notification requirements by the deferral deadline.  
46  
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1           5. An approved contract shall be automatically revoked, without  
2 further action by the Sponsor, if the applicant does not open the  
3 school on: (1) the first day of school of the school year indicated  
4 in the contract, or (2) the first day of the school year indicated in  
5 the deferral, subject also to the facilities documentation required  
6 by this policy. Any school with an approved contract that seeks  
7 to extend their opening of school may be required to undergo the  
8 amendment process.

9  
10           6. For applicants that have an initial charter contract but require  
11 an amendment to reflect the updated first day of school and/or  
12 location, the governing board must adhere to the Charter  
13 Contract Amendments requirements contained within this  
14 policy, including the March 1st notification deadline.

15  
16           7. To ensure adequate time to negotiate an initial charter contract  
17 and presentation to the Sponsor, if an applicant opts not to  
18 defer opening, the applicant must notify the District by March  
19 1st, prior to the deferral deadline in the calendar year in which  
20 the school plans to open. (i.e., if the school plans to open August  
21 2017 for the 2017-2018 school year, notice of intent to negotiate  
22 the initial charter contract must be received by the Sponsor no  
23 later than March 1st, 2017.)  
24

25 **Pre-Opening Requirements**

26 No later than ~~fifteen-thirty~~ (1530) days prior to the initial use of the facility by the  
27 school, the school shall have an approved contract and shall provide an executed  
28 lease contract or mortgage agreement for the facility indicated in this contract.  
29

30 The school must provide evidence of all necessary permits, licensing, zoning, use  
31 approval, facility certification and other approvals required for use of the facility by  
32 the local government as prescribed by law. Failure to comply shall result in  
33 automatic rescission of the application and/or contract as applicable, with no  
34 further action by the Sponsor.

35 **School Governance/Management**

36           A. Charter schools shall organize or be operated by a non-profit  
37 organized pursuant to F.S. Chapter 617, a municipality, or another  
38 public entity as provided by law.

39           B. Charter School's Governing Board Requirements

40           1. The charter school's governing board shall be solely  
41 responsible for the operation of the charter school which

- 1 includes, but is not limited to, school operational policies;  
2 academic accountability; and financial accountability.
- 3 2. Each charter school governing board shall appoint a school  
4 representative to facilitate parental involvement, conflict  
5 resolution, provide access to information, assist parents and  
6 others with questions and concerns, and resolve disputes.  
7 The representative must reside in Miami-Dade County and  
8 the representative's name and contact information must be  
9 provided in writing to parents of children enrolled in the  
10 school at least annually and must also be prominently posted  
11 on the charter school's website.
- 12 3. The charter school's governing board shall hold at least  
13 two (2) public meetings per school year in Miami-Dade  
14 County. All governing board meetings must be noticed, open  
15 and accessible to the public and attendees must be provided  
16 the opportunity to receive information and provide input  
17 regarding the charter school's operations. The appointed  
18 representative and the principal or director must be  
19 physically present at each meeting.
- 20 4. Governing board members must:
- 21 a. notify the sSponsor of changes in membership within  
22 forty-eight (48) hours of change; and,
- 23 b. successfully fulfill a background check by the sponsor,  
24 as specified by law, within thirty (30) days of  
25 appointment.
- 26 Costs of background screening shall not be borne by the  
27 sSponsor.
- 28 5. Governing board members shall develop and approve by-laws  
29 and policies which govern the operations of the board and the  
30 charter school prior to execution of the charter contract and  
31 annually consult with charter school staff to refine overall  
32 policy decision-making of the charter school regarding  
33 curriculum, financial management, and internal controls.
- 34 6. Governing board members shall not be an employee of the  
35 charter school, management company, or receive  
36 compensation, directly or indirectly, from the charter school's  
37 operations, including but not limited to: grant funds;  
38 lease/mortgage payments; or contracted service fees.

- 1                   7.     Governing board members shall participate in FLDOE  
2                   sponsored charter school governance training pursuant to  
3                   law and to ensure that each board member is aware of  
4                   his/her duties and responsibilities.
- 5                   8.     Dispute Procedures (Sponsor versus Charter School  
6                   Governing Board)
- 7                   Application renewal and termination decisions are not subject  
8                   to this dispute resolution process and must follow the  
9                   procedures in the charter school statute and the charter  
10                  contract.
- 11 |               a.     The sSponsor and the charter school agree that the  
12                  existence and the details of a contract dispute  
13                  notwithstanding, both parties shall continue without  
14                  delay their performance under the charter contract,  
15                  except for any performance which may be directly  
16 |                  affected by such dispute. However, the sSponsor may  
17                  withhold charter school payments for noncompliance  
18                  pursuant to the contract while a dispute is pending.
- 19                b.     Either party shall notify the other party that a dispute  
20                  exists between them. The notification shall be in  
21                  writing and shall identify the article and section of the  
22                  contract that is in dispute and the grounds for the  
23                  position that such article and section is in dispute.  
24                  The matter shall be immediately submitted to the  
25 |                  sSponsor and the charter school's director for further  
26                  consideration and discussion to attempt to resolve the  
27                  dispute.
- 28                c.     Should the representatives named in paragraph (ii) be  
29                  unable to resolve the dispute within ten (10) days of  
30                  the date of notification by one to the other of the  
31                  existence of such dispute, then the matter may be  
32                  submitted by either party to the Superintendent and to  
33                  the school's governing board chair for further  
34                  consideration and discussion to attempt to resolve the  
35                  dispute.
- 36                d.     Should the parties still be unable to resolve their  
37                  dispute within thirty (30) days of the date of  
38                  notification by one to the other of the existence of such  
39                  dispute, then the matter may be resolved as provided  
40                  by law.



- 1                   9.    Conflict Resolution (Charter School versus Parents/Legal  
2                   Guardians, Employees, and Vendors)
- 3                   a.    Charter schools shall adopt a conflict resolution  
4 |                   process that has been approved by the sSponsor. All  
5                   conflicts between the charter school and the  
6                   parents/legal guardians of the students enrolled at the  
7                   charter school shall be handled by the charter school  
8                   or its governing board pursuant to the school's  
9                   approved dispute resolution process.
- 10                  b.    Evidence of each parent's/guardian's  
11                  acknowledgement of the charter school's Parent  
12                  Conflict Resolution Process shall be available for review  
13 |                  upon request by the sSponsor.
- 14                  c.    All charter school governing boards shall notify their  
15                  employees, in writing, that charter school employees  
16                  are not Board employees and are subject to the  
17                  conditions, standards, and expectations established by  
18                  the charter school's governing board. All conflicts  
19                  between the charter school and the employees of the  
20                  charter school shall be handled by the charter school  
21                  or its governing board.
- 22                  d.    All conflicts between the charter school and vendors of  
23                  the charter school shall be handled by the charter  
24                  school or its governing board.
- 25 |                  e.    The sSponsor shall be provided with the name and  
26                  contact information of the parties involved in the  
27                  charter school's conflict resolution process.  
28                  Representatives of the school's contracted vendors or  
29                  entities (e.g. education service providers, management  
30                  companies, consultants) may not serve as the conflict  
31                  resolution contact for conflicts between the school and  
32 |                  parents. The sSponsor shall be notified immediately of  
33                  any change in the contact information.
- 34                  10.  Each charter school governing board will develop and  
35                  implement principal and teacher evaluation systems and  
36                  performance pay pursuant to law.
- 37                  C.    Management Companies/Education Service Provider
- 38                  1.    If a management company/education service provider or a  
39                  combination of contracted professionals will be managing the

1 charter school, the contract(s) between the charter school and  
2 company(ies) shall be submitted to the sSponsor for review  
3 prior to the approval of the charter school's contract. If a  
4 decision to hire any of these entities occurs subsequent to the  
5 execution of the charter contract or amendment, the  
6 contract(s) between the charter school and company(ies) shall  
7 be submitted to the sSponsor before any payment is made to  
8 any of the entities.

9 2. Any amendments to these contracts shall be submitted to the  
10 sSponsor for approval prior to execution by the charter  
11 school. A copy of all executed contracts must be provided to  
12 the sSponsor within the timeframe provided by the charter  
13 contract.

14 3. All management company/education service provider  
15 contracts with the charter school must make it clear that the  
16 charter governing body shall retain and exercise continuing  
17 oversight over all charter school operations. The contracts  
18 must provide the ability for the charter school to terminate  
19 the contract and that the management company/education  
20 service provider must comply with the school's charter  
21 contract with the sSponsor. Additionally, all management  
22 company/education service provider contracts with charter  
23 schools shall contain clearly defined performance indicators  
24 for evaluating the management company/education service  
25 provider, initial contract execution date, and renewal  
26 amendment provisions. Any default or breach of the terms of  
27 the charter contract by the management  
28 company(ies)/education service providers shall constitute a  
29 default or breach of the charter contract by the charter  
30 school.

31 4. Neither employees of the management company/education  
32 service provider nor members of the management  
33 company's/education service provider's, employees' families,  
34 as defined by F.S. 1002.33(24)(6)2, shall serve on the charter  
35 school's governing board or serve as officers of the  
36 corporation.

37 5. The ~~District-Sponsor~~ may, at its sole determination, provide  
38 management services to a charter school through a separately  
39 negotiated management agreement.

40 D. Charter School Employees

- 1                    1.    A charter school shall disqualify instructional personnel and  
2                    school administrators, as defined in F.S. 1012.01, from  
3                    employment in any position that requires direct contact with  
4                    students if the personnel or administrators are ineligible for  
5                    such employment under F.S. 1012.315.
  
- 6                    2.    Charter school personnel may not appoint, employ, promote,  
7                    or advance any relative, or advocate for appointment,  
8                    employment, promotion, or advancement of any relative to a  
9                    position in the charter school in which the personnel are  
10                   serving or over which the personnel exercises jurisdiction or  
11                   control pursuant to F.S. 1002.33.
  
- 12                   3.    Before employing instructional personnel or school  
13                   administrators in any position that requires direct contact  
14                   with students, a charter school shall conduct employment  
15                   history checks of each of the personnel's or administrators'  
16                   previous employer(s), screen the instructional personnel or  
17                   school administrators through use of the educator screening  
18                   tools described in F.S. 1001.10(5), and document the  
19                   findings. If unable to contact a previous employer, the  
20                   charter school must document efforts to contact the  
21                   employer.
  
- 22                   4.    Employees, representatives, agents, subcontractors, vendors,  
23                   third party service providers, or suppliers who are permitted  
24                   access on school grounds when students are present, who  
25                   have direct contact with students or who have access to or  
26                   control of school funds must meet level 2 screening  
27                   requirements as described in F.S. 1012.32 and 435.04.
  
- 28                   5.    School employees shall not be hired prior to the sSponsor's  
29                   receipt and review of the fingerprinting and Level 2  
30                   background screening results of the charter school applicants  
31                   from the Florida Department of Law Enforcement and the  
32                   Federal Bureau of Investigation. Potential school employees  
33                   shall submit official court dispositions for criminal offenses of  
34                   moral turpitude listed as part of their fingerprint results. The  
35                   school shall not ~~to~~-hire applicants whose fingerprint check  
36                   and Level 2 screening results reveal non-compliance with  
37                   standards of good moral character as determined by the  
38                   sSponsor.
  
- 39                   6.    In accordance with F.S. 1002.33(12)(f), a charter school may  
40                   not knowingly employ an individual who has resigned from a  
41                   school district in lieu of disciplinary action with respect to  
42                   child welfare or safety, or who has been dismissed for just

1 cause by any school district with respect to child welfare or  
2 safety.

3  
4 7. ~~The school agrees to~~shall conduct general drug screening on  
5 all applicants for instructional and non-instructional  
6 positions with the school, including contracted personnel, ~~in~~  
7 ~~compliance with Policy 1124, Drug-Free Workplace,~~  
8 ~~Policy 3124, and Policy 4124 and the Miami Dade County~~  
9 ~~Public Schools Drug Free Workplace Technical Guide.~~ School  
10 employees shall not be hired prior to the sSponsor's receipt  
11 and review of drug screening results. The school shall not  
12 hire applicants who have received a negative drug screening  
13 result.

14 87. Either the charter school or the applicant must pay the cost  
15 of background screening.

16 **School Operations**

17 A. The charter school shall comply with the ~~C~~charter ~~S~~school  
18 ~~B~~benchmarks, as disseminated by the sSponsor for each school  
19 year.

20 B. The charter school shall utilize the ~~Charter School Compliance~~  
21 ~~Monitoring System (CSCMS), or any other monitoring software or~~  
22 ~~compliance monitoring procedures~~ required by the sSponsor within  
23 the timelines specified.

24 C. The sSponsor may document, in writing, any discrepancies or  
25 deficiencies--whether fiscal, educational, or related to school  
26 climate--and the steps and timelines for correction and additional  
27 monitoring. At a minimum, copies will be provided to the charter  
28 school's governing board chair, charter school principal and  
29 appropriate sponsor staff.

30 D. The Sponsor may differentiate its monitoring of a charter school's  
31 operations based on each charter school's academic, financial,  
32 and/or operational performance.

33  
34 E. The charter school shall obtain the appropriate facility capacity  
35 approvals from the jurisdictional authority where the facility is  
36 located (i.e., county, municipality, or both). Only where a  
37 municipality is unable to issue an official determination of allowable  
38 occupancy, the charter school may submit an official document from  
39 the municipality affirming that it is unable to issue an official  
40 determination of allowable capacity and deferring to a registered  
41 architect to establish allowable occupancy. In that event only, the

1 registered architect may submit an original letter attesting to the  
2 allowable occupancy of the school and bearing the signature, seal,  
3 and license number of the architect. The sSponsor may withhold  
4 monthly payments for FTE for enrollment that exceeds the capacity  
5 specified by the charter contract or approved facility capacity.

6 EF. ~~Unless otherwise approved, The the charter school's calendar will be~~  
7 ~~eonsistent with the beginning of the sponsor's calendar for every~~  
8 ~~school year and must shall~~ provide instruction for the minimum  
9 number of days and minutes required by law for other public  
10 schools. Should the charter school elect to provide a summer  
11 program or year-round programschool, the charter school shall  
12 notify the sSponsor, in writing no later than March 1st, each year to  
13 ensure appropriate attendance record keeping.

14 FG. The school may choose to provide a summer school program using  
15 State allocated funds. All students attending a summer school  
16 session must be reported in FTE Survey 1 and Survey 4, as  
17 appropriate. If a student enrolled in the school attends any of the  
18 sSponsor's summer school programs, the school shall reimburse the  
19 sSponsor for the cost of each student's summer school program. If  
20 the school fails to comply with this provision, the sSponsor may  
21 deduct the appropriate amount from the school's subsequent FTE  
22 payments or Federal funding payments as appropriate.

23 GH. Code of Student Conduct (COSC), Student Handbooks, Curriculum  
24 Bulletins, and Student/Parent Contracts

- 25 1. Only the sSponsor may expel a student.
- 26 2. The charter school shall follow the sSponsor's COSC or an  
27 alternate code of conduct approved by the sSponsor. The  
28 sSponsor shall be provided a copy of an approved alternate  
29 student code of conduct annually. Any amendments must be  
30 approved by the sSponsor prior to implementation. Evidence  
31 of governing board approval is required for amendments  
32 proposed by the school.
- 33 3. Any student/parent handbook, curriculum bulletin, and  
34 student/parent contract shall also be submitted to the  
35 sSponsor for approval prior to implementation. Any  
36 amendments must be approved by the sSponsor, prior to  
37 implementation. Evidence of governing board approval is  
38 required for all amendments proposed by the school. The  
39 school may not persuade a parent to voluntarily withdraw  
40 their child or involuntarily withdraw, dismiss, or transfer a

1 student, unless the withdrawal or transfer is accomplished  
2 after appropriate due process is provided and according to the  
3 approved Code of Student Conduct.  
4

- 5 4. The charter school may be required to provide proof of  
6 parent/guardian's receipt of student code of conduct,  
7 handbook, or parent contract.
- 8 5. Violations of parent contracts shall not result in the student's  
9 involuntary transfer, withdrawal, dismissal, or forfeiture of  
10 current or future enrollment/re-enrollment. The school shall  
11 not condition a student's enrollment on the parent signing  
12 any contracts that include any of the prohibitions described  
13 in this section.
- 14 6. The school may not require, or determine the amount of,  
15 monetary donations in lieu of volunteer hours or other  
16 parental obligations.

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18 HI. Annual Enrollment Lottery and Wait List Documentation

19  
20 1. Annual Enrollment

- 21  
22 a. Annual Enrollment Capacity: No later than March 1st of each  
23 year, the school shall provide to the Sponsor the proposed  
24 enrollment capacity for the subsequent school year. The  
25 enrollment capacity shall be annually determined by the  
26 charter school governing board in conjunction with the  
27 Sponsor based on factors set forth in- state law.
- 28  
29 b. Preliminary Enrollment Projections: No later than November  
30 1st of each year, the school shall provide the Sponsor with  
31 the school's preliminary projected enrollment for the following  
32 school year. The projected enrollment shall not constitute a  
33 cap on the school's enrollment for the following year.
- 34  
35 c. Final Enrollment Projection: No later than July 15th of each  
36 year, the school shall provide the Sponsor with the school's  
37 final enrollment projection for the upcoming school year.  
38 Final enrollment is not annual capacity, but the school  
39 projections for how many students will be enrolled when the  
40 school year begins. The school shall not project enrollment or  
41 enroll students in excess of the physical capacity of the  
42 facility, unless the school operates multiple sessions, in  
43 which case the physical capacity shall not be exceeded during  
44 any session.  
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2. Enrollment Lottery and Wait List Documentation

The school shall maintain documentation of each enrollment lottery conducted, as well as any student wait lists that are generated for a period of three (3) years, or until applicable audits are completed, and make them available to the sSponsor upon request. Lottery documentation shall be sufficient to allow the Sponsor to verify that the random selection process was fair, equitable, and aligned with applicable state statutes. At a minimum, the following documentation shall be maintained and available to the Sponsor upon request at all times:

- a. official current policies, processes and timelines related to the enrollment lottery and wait list and documentation showing that the school's governing board adopted them during a regular public meeting;
- b. copies of student enrollment applications, marketing materials, and all other enrollment materials;
- c. evidence of compliance with all policies, processes, and timelines, approved by the governing board and related to the application, lottery and wait list notification;
- d. evidence that the lottery process was posted on the school's website and clearly communicated to all stakeholders;
- e. evidence that outreach materials have been communicated to stakeholders in multiple languages; and,
- f. copies of any wait lists, documentation showing how the list was developed and evidence that it complies with the approved policies, processes, and timelines.

IJ. Charter School Student Transfers

Students shall only be transferred pursuant to Policy 5131, Student Transfers. The school shall not transfer students unless the parent has specifically consented in writing to each individual transfer at the time of the transfer.

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- 1. ~~The parent must be given the option to remain in the school in which the sStudents already is currently-enrolled must be~~

1 | provided with the opportunity to remain enrolled at the  
2 | school for the following year.

3 | 2. General consent for student transfer is prohibited (e.g.,  
4 | consent included in a parent contract).

5 |  
6 | 3. Charter schools shall only use the transfer form approved by  
7 | the Sponsor.

8 | ~~3. The transfer form used by the school must be approved by~~  
9 | ~~the sponsor prior to use.~~

K. Articulation Agreements

10 | 1. As required by state law, articulation agreements must be  
11 | approved by the Sponsor prior to implementation.

12 | 2. CSCS may approve articulation agreements that:

13 | a. identify the sending school and the receiving school;

14 | b. are approved by resolution of the governing board(s) of  
15 | the participating schools at a regular public meeting  
16 | prior to presentation to the Sponsor;

17 | c. implement standard vertical matriculation patterns  
18 | (e.g. elementary to middle school, middle school to  
19 | high school, K-8 to high school); and,

20 | d. do not negatively impact a student's opportunities to  
21 | exercise school choice.

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28 | JL. Food Service and Transportation

29 | Transportation and food services shall be provided by the charter  
30 | school according to District, State, and Federal laws, rules, and  
31 | regulations.

32 | KM. Facility Leases

33 | 1. If a charter school will be leasing or subleasing a facility, the  
34 | executed contract(s) between the charter school and landlord  
35 | or sublessor, and the executed contract between the  
36 | sublessor and the lessor, or facility owner, if applicable, shall  
37 | be submitted to the ~~s~~Sponsor for review at least ~~fifteen~~thirty  
38 | (~~15~~30) calendar days prior to the initial opening day of  
39 | classes. The lease agreement shall be for the term of the  
40 | charter contract. The lease shall be signed by the authorized  
41 | member of the governing board as attested by the official



- 1 governing board meeting minutes and/or corporate bylaws.  
2 In compliance with F.S. 196.1983, the charter school shall  
3 obtain from the landlord and provide to the sSponsor, an  
4 affidavit from the owner of the leased property certifying that  
5 the property is exempt from ad valorem taxes, and  
6 documenting how the school shall receive full benefit of the  
7 exemption. In compliance with F.S. 286.23, the school shall  
8 obtain from the landlord and provide to the sSponsor an  
9 affidavit from the owner of the leased property which shall  
10 include the required disclosure information.
- 11 2. Any amendments to the lease shall be submitted by the  
12 school to the sSponsor for review prior to execution.
- 13 3. A copy of all executed contracts must be provided to the  
14 sSponsor within the timeframe provided by law and/or  
15 charter contract.
- 16 4. Any default or breach of the terms of the charter contract by  
17 the lessor/sublessor shall constitute a default or breach of  
18 the charter contract by the charter school.
- 19 5. At its sole discretion, the sSponsor may provide facilities to  
20 any/all charter schools managed by the Sponsor, a charter  
21 school established through a competitive solicitation issued  
22 by the Sponsor, or a Collaborative Charter School Partner  
23 District managed charter school pursuant to a separate lease  
24 or use agreement.
- 25 NL. Academic Accountability
- 26 1. The sSponsor shall monitor all approved charter schools.  
27 ~~District~~ The Sponsor's administrators, staff and all Board  
28 members shall have free and open access to the charter  
29 school at all times.
- 30 2. The sSponsor shall monitor adherence to the educational and  
31 related programs as specified in the approved application,  
32 curriculum, instructional methods, any distinctive  
33 instructional techniques to be used, reading programs and  
34 specialized instruction for students who are reading below  
35 grade level, compliance with State standards, assessment  
36 accountability, and achievement of long- and short-term  
37 goals. An analysis comparing the charter school's  
38 standardized test scores to those of similar student

- 1 populations attending other public schools in the District will  
2 also be conducted.
- 3 3. The charter school shall make annual progress reports to the  
4 sSponsor as indicated by the sSponsor's Ccharter Sschool  
5 Bbenchmarks.
- 6 4. Exceptional Student Education
- 7 a. Exceptional Student Education (ESE) students shall be  
8 educated in the least restrictive environment. The  
9 charter school shall ensure that ESE students are  
10 provided with programs and services implemented in  
11 accordance with Federal, State, and local policies and  
12 procedures and specifically, the IDEA, Section 504 of  
13 the Rehabilitation Act of 1973, and other related  
14 statutes and State Board of Education rules.
- 15 b. The charter school shall be responsible for the cost and  
16 delivery of all educational and related services  
17 indicated on a student's IEP, EP, or Section 504 Plan.
- 18 c. The sSponsor shall evaluate students referred for  
19 potential special education and gifted placement in  
20 accordance with Federal and State statutes.
- 21 d. Non-compliance with these requirements shall result  
22 in the sSponsor's withholding of subsequent payments  
23 to the charter school without interest (including State  
24 capital outlay payments), and may result in  
25 non-renewal or termination for good cause.
- 26 5. English Language Learners (ELL) -- Students who are of  
27 limited proficiency in English will be served by ESOL certified  
28 personnel who will follow the sponsor's Limited English  
29 Proficient Plan, which meets the requirements of the League  
30 of United Latin American Citizens (LULAC) et al. v. State  
31 Board of Education Consent Decree.
- 32 6. All First year charter schools, and other charter schools  
33 required by law, shall develop and submit a School  
34 Improvement Plan to the sSponsor that maintains or raises  
35 student academic achievement within the timelines specified  
36 by the sSponsor and the FLDOE.
- 37 OM. Financial Accountability

- 1                    1.    In order to provide comparable financial information, charter  
2                    schools shall maintain all financial records in accordance  
3                    with the accounts and codes prescribed in the most recent  
4                    issuance of the publication titled, Financial and Program Cost  
5                    Accounting and Reporting for Florida Schools. Charter school  
6                    governing boards shall also annually adopt and maintain an  
7                    operating budget as required by F.S. 1002.33(9)(h). Charter  
8                    schools shall provide annual financial reports and program  
9                    cost report information in the State-required formats for  
10                   inclusion in the sSponsor's reporting in compliance with  
11                   F.S. 1011.60(1) and 1002.33(9)(g). The financial statements  
12                   shall be prepared in accordance with Generally Accepted  
13                   Accounting Principles using governmental accounting,  
14                   regardless of corporate structure F.S. 1002.33(9)(g). The  
15                   annual financial audit must be in the State-required format.
  
- 16                   2.    First year charter schools may be required to provide the  
17                   sSponsor any of the following, which may be in addition to  
18                   information otherwise required by law:
  - 19                   a.    A sensitivity analysis and financial plan based on  
20                   enrollment of fifty percent (50%), seventy-five  
21                   percent (75%), and 100% of projected capacity.
  - 22                   b.    Cash flow projections for the first year, displayed by  
23                   month, and a plan to fund any cash flow shortfalls,  
24                   updated monthly.
  - 25                   c.    Contingency plans to replace any loss of State funds  
26                   for both operation and capital expenditures.
  - 27                   d.    Within forty-five (45) days of month end,  
28                   reconciliations of all bank accounts, which must  
29                   include a copy of the entire bank statement of each  
30                   account, must be attached to the bank reconciliation.
  - 31                   e.    Within forty-five (45) days of month end, reconciliations of all bank accounts, which must include a copy of the entire bank statement of each account, must be attached to the bank reconciliation.
  
- 32                   3.    Title I: Upon District Title I Program designation, a  
33                   memorandum of record will be mailed directly to the  
34                   governing board chairperson, for the upcoming school year's  
35                   Title I Program budget. The school shall complete and submit  
36                   to Title I Administration for approval the school's Title I  
37                   Budget Appropriation Details Form for the upcoming school  
38                   year using the Title I allocation within specified Title I  
39                   Programs as listed in the memorandum of record. The  
40                   budget form will be returned to the school for expenditures as  
41                   authorized. If a Title I Program budget amendment becomes  
42                   necessary, the school must resubmit the request to the Title I

1 Administration on the approved Budget Appropriation Details  
2 Form, thirty (30) days in advance of the identified need, and  
3 wait for signed authorization.

4 The school shall complete the District's Title I Administration  
5 School Site Assurance of Accountability and Compliance  
6 Document (FM 7364), and submit by said date to the Title I  
7 Administration office, validating authorized Title I budgetary  
8 expenditures.

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

15 Additionally, for purposes of determining Title I student  
16 eligibility, the District uses the schools' Free and Reduced  
17 Price Lunch (FRPL) data from the FDOE Bureau of Federal  
18 Educational Programs via Survey 3. Therefore, Title I funding  
19 will only be provided for students entered into the District  
20 Lunch Program Menu in the ISIS File with approved free or  
21 reduced-price meal benefit prior to February FTE. (The area  
22 that shows the student is eligible for free and reduced priced  
23 lunch.)

24 | 4. Financial Policies: ~~The~~ Each charter school shall establish  
25 | and implement accounting and reporting policies, procedures,  
26 | and practices for maintaining complete records of all receipts  
27 | and expenditures that are aligned with generally accepted  
28 | accounting principles and standards. The charter school  
29 | shall provide a copy of these policies to the ~~s~~Sponsor  
30 | annually upon request.

31 | 5. Transfer/Advances/Grants and/or Loans: In accordance with  
32 | Florida Department of Education guidance, transfers,  
33 | advances, grants, and/or loans made by the school are  
34 | authorized by the Sponsor as long as they comply with F.S.  
35 | 1011.69(2) and are made to either (a) another open charter  
36 | school governed by the same non-profit entity (Corporation)  
37 | and are located in Miami-Dade County, or (b) the non-profit  
38 | entity (Corporation) that governs the school and for the  
39 | benefit of a charter school with an approved application that  
40 | is located in Miami-Dade County. All other transfers,  
41 | advances, grants and/or loans by the School are prohibited.  
42 | Allowable transfers, advances, grants, and/or loans under

1 this provision shall only be used for educational purposes  
2 aligned with the mission and purposes of the school and the  
3 non-profit entity (Corporation) that governs the school. The  
4 Sponsor shall have the right to review, examine, and audit  
5 the books, records, and financial statements of the non-profit  
6 entity (Corporation) with its own internal auditors to ensure  
7 compliance with this provision.  
8

9 6. Payments to Charter Schools

10 a. a. Florida Education Finance Program (FEFP)  
11 Payments - The sSponsor shall calculate and submit  
12 twelve (12) monthly payments to the charter school. The  
13 first payment will be made by July 31st; and the other  
14 payments will be made by the fifteenth (15th) of each  
15 month beginning with August 15th.  
16

17 1) All Charter Schools: Payments will be made  
18 monthly. The first payment will be made by July  
19 31st and subsequent payments will be made by the  
20 fifteenth (15th) of each month beginning August  
21 15th.

22 2) For new charter schools in the initial year of  
23 operation, payments will be made as required by  
24 the law.  
25

26 b. Capital Outlay Payments: - The Sponsor shall make  
27 payments to the school pursuant to law.  
28

29 c. Miscellaneous Payments - The sSponsor shall make  
30 timely miscellaneous payments to the school upon  
31 receipt of funding from the Florida Department of  
32 Education (FLDOE) for various programs including  
33 Title I and MAP.

1 | d. Federal Entitlement Funding: - Currently operating  
2 | schools requesting to receive Federal entitlement funds  
3 | (e.g., Title I, Title III, IDEA) rather than services  
4 | pursuant to State law and the charter contract, may  
5 | request a contract amendment in writing by March 1st.  
6 | The written notification shall include an official  
7 | governing board resolution or a copy of governing  
8 | board meeting minutes specifying the request. No  
9 | amendments for changes to be implemented in the  
10 | upcoming school year will be allowed if not submitted  
11 | by the March 1st deadline.

12 | To receive entitlement funds, the school shall also  
13 | submit a complete application required by the  
14 | sSponsor for the use of the funds that complies with all  
15 | applicable State rules and Federal regulations,  
16 | including but not limited to, the applicable Federal  
17 | Office of Management and Budget Circulars, the  
18 | Federal Education Department General Administrative  
19 | Regulations, and program-specific statutes, rules, and  
20 | regulations; and demonstrate that the school is  
21 | prepared and able to pay for required services on a  
22 | reimbursement basis so that services will be timely  
23 | provided and administration of Federal funds will be  
24 | properly monitored in compliance with applicable rules  
25 | and regulations.

26 | a.e. Bank Account: - The sSponsor shall remit charter  
27 | school payments only to depository accounts in the  
28 | same name of the legal entity and the name as of the  
29 | school. The school shall submit a bank information  
30 | form providing all necessary bank account information  
31 | and with an original signature of the current  
32 | governing board chair of the school and a copy of the  
33 | school's W-9 Form. The sSponsor shall not send  
34 | payments to a trust account, any account not held or  
35 | completely controlled by the school, or any account  
36 | that is part of any financing agreement or debt  
37 | security. However, the forgoing restriction on  
38 | payments by the Sponsor shall not apply to, and shall  
39 | not preclude or otherwise prohibit, a deposit account  
40 | control agreement entered into by the school in  
41 | connection with a tax-exempt or taxable bond  
42 | financing by or for the benefit of the school, pursuant  
43 | to which the school's depository account is subject to  
44 | control by the trustee for the bond financing in the  
45 | event the school defaults under its bond financing

1 | documents and such control of the school's depository  
2 | account by the trustee continues only for so long as  
3 | the school remains in default under its bond financing  
4 | documents.

5 |  
6 | b.f. Vendor Application: For payment purposes under this  
7 | section only, charter schools are considered vendors of  
8 | the Sponsor. Each charter school shall submit a  
9 | vendor application form with the bank information  
10 | form and will be assigned a unique vendor number  
11 | before any payments will be made to the school.

12 |  
13 | e.g. Conditions for Non-payment: - The sSponsor may  
14 | withhold payment, without interest, for violation of  
15 | law or as specified in the charter including, but not  
16 | limited to: failure to comply with financial  
17 | requirements, failure to provide proper banking wiring  
18 | instructions, exceeding contracted enrollment capacity  
19 | or allowable facility capacity, insufficient instructional  
20 | minutes and/or days, inappropriate facility licenses,  
21 | approvals and/or permits, failure to provide services  
22 | to ESE or ELL students as required by law,  
23 | transferring students without obtaining the required  
24 | parental consent or in violation of the Code of Student  
25 | Conduct, if applicable, and failure to obtain successful  
26 | background clearance for potential employees,  
27 | contractors, and/or governing board members.

28 |  
29 | 67. Financial Reports: As specified by the Ccharter Sschool  
30 | Bbenchmarks, the charter school shall provide to the  
31 | sSponsor all required financial statements including monthly  
32 | financial statement summary sheet that contains a Balance  
33 | Sheet and a Statement of Revenues, Expenditures and  
34 | Changes in Fund Balances. The balance sheet and the  
35 | statement of revenue, expenditures, and changes in fund  
36 | balance shall be in the governmental funds format prescribed  
37 | by the Governmental Accounting Standards Board. A high-  
38 | performing charter school shall provide a quarterly financial  
39 | statement in the same format and requirements as the  
40 | uniform monthly financial statement summary sheet  
41 | pursuant to law.

42 | 78. Annual Financial Statements  
43 | a. Unaudited June 30th year-end financial statements  
44 | shall be submitted to the sSponsor no later than  
45 | August 1st of each year. These financial statements  
46 | must be prepared in accordance with Generally

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Accepted Accounting Principles using governmental accounting.

b. Annual Financial Audit: - The charter school agrees ~~to~~ shall submit to the Sponsor and pay for an annual financial audit of the non-profit Corporation that governs the charter school and any legally authorized Special Purpose Statements of the corporation, in compliance with Federal, State and ~~s~~Sponsor regulations, showing all revenue received, from all sources, and all expenditures for services rendered. The audit shall be conducted by an independent certified public accountant selected by the governing board of the charter school, and shall be delivered to the ~~s~~Sponsor no later than September ~~1st~~ 15th of each year. If the charter school's audit reveals a deficit financial position, the auditors are required to notify the charter school's governing board, the ~~s~~Sponsor and the Florida Department of Education in the manner defined in the charter contract. No later than May 1st of each year, the charter school must formally notify the ~~s~~Sponsor of the name, address, and phone number of the auditor engaged to perform the year end audit.

1) Selection Procedures: -- Charter schools shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit pursuant to the processes described in F.S. 218.39 and 218.391, which includes, but is not limited to: the establishment of an audit committee and request for proposal (RFP) for audit services, public advertisement of RFP, and development of evaluation and selection criteria.

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

a) a provision specifying the services to be provided and fees or other compensation for such services;



- 1 b) a provision requiring that invoices for fees  
2 or other compensation be submitted in  
3 sufficient detail to demonstrate  
4 compliance with the terms of the  
5 | contract; and,
- 6 c) a provision specifying the contract period,  
7 including renewals, and conditions under  
8 which the contract may be terminated or  
9 | renewed.
- 10 c. Failure to comply with the timely submission of all  
11 financial statements in the required format specified by  
12 | the sSponsor, shall constitute a material breach of the  
13 | charter contract and will result in the sSponsor's  
14 | withholding of subsequent payments to the charter  
15 | school without interest, (including capital outlay  
16 | payments), and may result in non-renewal or  
17 | termination for good cause.
- 18 | d. The school will annually provide the sSponsor a copy of  
19 | its Form 990, Return of Organization Exempt from  
20 | Income Tax, and all schedules and attachments, within  
21 | fifteen (15) days of filing with the IRS. If the IRS does  
22 | not require the Form 990 to be filed, the school will  
23 | provide the sponsor with written confirmation from the  
24 | IRS of such non-requirement. The school shall also  
25 | submit the most recent Form 990 whenever the charter  
26 | is amended or renewed.
- 27 | 98. Capital Outlay Payment Process
- 28 a. Using the State-issued online form, each charter  
29 school requesting capital outlay funds must submit a  
30 | charter school Capital Outlay Plan to the sSponsor.
- 31 | b. Upon receipt ~~the submission~~ of a complete charter  
32 | school Capital Outlay Plan from a charter school, the  
33 | sSponsor's Chief Financial Officer will convene a  
34 | committee to review, and make a recommendation for  
35 | each charter school's Capital Outlay Plan. If not  
36 | enough information is provided, the sSponsor will  
37 | forward without recommendation.

1 c. The charter school Capital Outlay Plan Review  
2 Committee will be made up by the following District  
3 staff members:

4 | 1) Chief Financial Officer (Chair);

5 | 2) Chief Facilities Officer or designee;

6 | 3) Chief Budget Officer or designee;

7 | 4) Controller or designee; and,

8 5) Assistant Superintendent, Charter School  
9 | Compliance and Support, or designee

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

12 d. Capital outlay payments will be distributed pursuant  
13 to law.

14 | e. The sSponsor shall monitor the revenues and  
15 expenditures of the charter school and perform the  
16 duties provided in F.S. 1002.345. The sponsor may  
17 request additional supporting documentation during  
18 the review process which may include copies of  
19 fully-executed contracts such as: lease or lease  
20 purchase agreements, rental contracts, sales contracts,  
21 or construction contracts. If a lease has been amended  
22 or the location changes, a copy of the amended or new  
23 | lease shall be provided to the sSponsor.

24 f. The charter school may use capital outlay funds only  
25 for the purposes specified by law.

26 | 910. Review and Audit.

- 1 | a. The sSponsor has the right at any time to review and  
2 | audit all financial records of the charter school to  
3 | ensure fiscal accountability and sound financial  
4 | management pursuant to F.S. 1002.33. The charter  
5 | school shall provide the sSponsor with a copy of the  
6 | management letter from any audits as well as any  
7 | responses to the auditor's findings with a corrective  
8 | plan which shall be prepared and submitted within  
9 | thirty (30) days from the date of the management  
10 | letter.
- 11 | b. Deteriorating Financial Condition and Financial  
12 | Emergencies (F.S. 1002.345)
- 13 | 1) Deteriorating Financial Condition -  
14 | "Deteriorating financial condition" means a  
15 | circumstance that significantly impairs the  
16 | ability of a charter school or a charter technical  
17 | career center to generate enough revenues to  
18 | meet its expenditures without causing the  
19 | occurrence of a condition described in  
20 | F.S. 218.503(1).
- 21 | a) A charter school shall be subject to an  
22 | expedited review by the sSponsor upon  
23 | the occurrence of any of the conditions  
24 | specified in F.S. 1002.345.
- 25 | b) The sSponsor shall notify the governing  
26 | board within seven (7) business days  
27 | after one or more of the conditions are  
28 | identified or occur.
- 29 | c) The governing board and the sSponsor  
30 | shall develop a corrective action plan, in a  
31 | format prescribed by the Sponsor, and  
32 | file the plan with the Commissioner of  
33 | Education within thirty (30) business  
34 | days after notification is received as  
35 | provided in paragraph (2). If the  
36 | governing board and the sSponsor are  
37 | unable to agree on a corrective action  
38 | plan, the Commissioner of Education  
39 | shall determine the components of the  
40 | plan. The governing board shall  
41 | implement such plan.

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- d) Failure to implement the corrective action plan within one (1) year shall result in additional action prescribed by the State Board of Education, including the appearance of the chair of the governing board before the State Board of Education.
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- e) The sSponsor may require periodic appearances of governing board members and charter school representative.
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- 2) Financial Emergency – The charter shall ensure that, if a charter school's internal audit or annual financial audit reveals a state of financial emergency as defined by F.S. 218.503 or deficit financial position, the auditors shall notify the charter school's governing board, the sSponsor, and the Florida Department of Education. If the charter school is found to be in a state of financial emergency, a financial recovery plan shall be filed with the sSponsor and the Florida Department of Education, pursuant to F.S. 1002.345.
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- 3) Annual progress of the corrective action plans and/or financial recovery plans shall be included in an annual progress report to the sSponsor.
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- 4) The sSponsor may require periodic appearances of governing board members and charter school representative.
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- c. A Financial Recovery Plan Staff Group (FRSG) shall be convened to review and monitor financial statements, corrective action plans and financial recovery plan(s) submitted by the charter school(s). The FRSG shall report progress and when applicable, make recommendations to the Chief Auditor. At least one (1) representative of the charter school must be available to answer questions.

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- 1) The FRSG shall be comprised of staff members from Financial Operations, Charter School Operations, and, when appropriate, the Office of Management and Compliance Audits.
- 2) The Chief Auditor will present the FRSG's recommendation to the Sponsor's independent Audit Committee for review and recommendation to the Board.
- 3) Inability to cure a deteriorating financial condition and/or status of financial emergency shall result in termination of the charter school contract.

1011. Grants

- a. If the sSponsor is required to be the fiscal agent for a grant, the charter school shall comply with the sSponsor's grant procedures as indicated in the charter contract.
- b. The sSponsor shall receive written approval from the charter school to include the charter school in a Sponsor-wide grant. The appropriate pro-rata share of grants will be allocated to the charter school, as defined by the grant awarded.
- c. The charter school is required to maintain adequate records to support grant-funded programs for the minimum years prescribed by the law. The sSponsor may review these records, upon reasonable notice.
- de. Charter School Program Grant (CSP): The Sponsor may advance cash to the charter school grant recipient to cover its estimated disbursement needs for an initial period. All payments thereafter will be on a reimbursement basis only.
  - 1) For a charter school entering the planning phase of the grant cycle, funds will be disbursed on a cash advance basis for the full award amount.
  - 2) For a charter school transitioning from the planning phase to the implementation phase of the grant cycle, funds will be disbursed as follows:

- 1 | i.) an initial cash advance installment of  
2 | twenty-five (25) percent of the  
3 | implementation award will be made;  
4 |  
5 | ii.) after the initial payment, schools will be  
6 | required to submit a Payment Request  
7 | supported by adequate documentation,  
8 | including but not limited to, copies of  
9 | invoices, cancelled checks, purchase orders,  
10 | and/or time sheets; and,  
11 |  
12 | ~~i.)~~iii.) only after receipt and review of the Payment  
13 | Request and supporting documentation will  
14 | the school be eligible to receive the remaining  
15 | payments. The payments will only be made if  
16 | the expenditures are allowable and in  
17 | accordance with the Sponsor's instructions.  
18 |

19 | **Charter Renewals**

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

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

29 | Any charter school seeking renewal shall be required to complete a charter renewal  
30 | application and undergo the Sponsor's renewal process. The charter renewal  
31 | application shall include supporting documentation for items (A)-(E) above.  
32 |

33 | Charter renewal applications will only be approved if the school meets all statutory  
34 | requirements and is fulfilling the obligations outlined in the current charter.

35 | Renewals shall ~~may~~ be approved for a term of up to five (5) years unless a longer  
36 | term is mutually agreed upon, required or allowed by law. Upon approval, the  
37 | charter contract will be renewed following the charter negotiation process. Charter  
38 | schools that are not granted a renewal may appeal by following the non-renewal  
39 | appeal process.

1 **Terminations and Non-Renewals**

2 | The sSponsor may choose to cancel or terminate the charter contract before term  
3 | expiration for any reason set forth in law and/or the charter contract.

4           A.    Ninety-Day Termination/Non-Renewal: At least ninety (90) days'  
5 |                prior to renewing or terminating a charter contract, the sSponsor  
6 |                shall notify the charter school governing board of the proposed  
7 |                action in writing. The notice shall state in reasonable detail the  
8 |                basis for the proposed action. Within fourteen (14) calendar days  
9 |                after receiving the notice, the school's governing board may request  
10 |               a hearing by filing a written request with the Board Clerk pursuant  
11 |               to Board Policy 0133, who will forward the request to the Board  
12 |               Attorney's Office. The school's decision to appeal and request a  
13 |               hearing with the Division of Administrative Hearings (DOAH) must  
14 |               be made in a legally advertised public meeting with a quorum  
15 |               present. Official meeting minutes or an adopted resolution  
16 |               documenting the action and evidence of proper meeting notice must  
17 |               be submitted to the sSponsor. If the request is legally sufficient  
18 |               pursuant to F.S. Chapter 120(5)(b)4, the Board Attorney's office will  
19 |               forward the request with the DOAH which will conduct the hearing  
20 |               pursuant to F.S. Chapter 120. The DOAH recommended order shall  
21 |               be submitted to the sSponsor which will adopt a final order. The  
22 |               final order shall state the specific reasons for the sSponsor's  
23 |               decision and provide it to the charter school's governing board and  
24 |               the Department of Education no later than ten (10) calendar days  
25 |               after issuance.

26 |           B.    Immediate Termination: The sSponsor may immediately terminate a  
27 |                charter school contract pursuant to law. Upon immediate  
28 |                termination, the sSponsor shall notify the charter school governing  
29 |                board and principal in writing of the basis for the immediate  
30 |                termination. Within ten (10) calendar days after receiving the  
31 |                notice, the charter school may request a hearing by filing the  
32 |                request in writing with the Board Clerk pursuant to Board  
33 |                Policy 0133, who will forward the request to the Board Attorney's  
34 |                Office. The school's decision to appeal and request a hearing with  
35 |                the Division of Administrative Hearings (DOAH) must be made in a  
36 |                legally advertised public meeting with a quorum present. Official  
37 |                meeting minutes or an adopted resolution documenting the action  
38 |                and evidence of proper meeting notice must be submitted to the  
39 |                sSponsor. If the request is legally sufficient pursuant to F.S.  
40 |                Chapter 120(5)(b)4, the Board Attorney's office will forward the  
41 |                request with the DOAH which will conduct the hearing pursuant to  
42 |                F.S. Chapter 120. The DOAH recommended order shall be  
43 |                submitted to the Board which will adopt a final order. The final

1 order shall state the specific reasons for the sponsor's decision and  
2 provide it to the charter school's governing board and the  
3 Department of Education no later than ten (10) calendar days after  
4 issuance. The final order shall be issued within sixty (60) days after  
5 the date of the request. The sSponsor shall operate the school  
6 through the date of issuance of the final order unless the continued  
7 operation of the charter school would materially threaten the health,  
8 safety, and welfare of the students. Upon termination, the charter  
9 school must immediately provide the sSponsor access to its  
10 accounts and records, including but not limited to, banking  
11 accounts, installment accounts, and student, financial, and  
12 personnel records.

C. Voluntary Termination: The charter school's governing board may also elect not to renew the charter.

13 1. Upon election of termination/non-renewal by the charter  
14 school's governing board, notification, in writing, shall be  
15 provided to the sSponsor indicating the final date of  
16 operation. Official meeting minutes or an adopted board  
17 resolution, signed by the charter school's governing board  
18 chair and secretary, indicating support of this action, and  
19 evidence of proper meeting notice shall accompany the  
20 written notification provided to the sSponsor.

21 2. Student records and copies of administrative, operational,  
22 and financial records of the charter school shall be made  
23 available to the sSponsor immediately.

24 3. The sSponsor shall notify the appropriate District offices so  
25 appropriate action can be taken regarding: staffing and  
26 planning; unencumbered public funds (except for capital  
27 outlay funds and program grant funds); furniture, fixtures  
28 and equipment purchased with public funds; and student  
29 and financial records. Funds provided by a charter school to  
30 a management company/education service provider to  
31 purchase property and assets for the school are public funds.

32 **Charter Collaborations/Partnerships**

33  
34 Through a collaboration with a variety of choice delivery systems, the Sponsor may  
35 create a strategic plan to identify and deploy effective educational choice resources  
36 to students on the basis of need, equity, and the academic value. The development  
37 of future choice options will be based on the goals established in the plan in an  
38 effort to provide equity and access to school choice options for all Miami-Dade  
39 County students. Organizations that qualify under these provisions may be  
40 designated as a Collaborative Charter School Partner (CCSP).



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2 A. Competitive Solicitations  
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- 4 1. The Superintendent is authorized to utilize the Sponsor's competitive  
5 solicitation process to invite and solicit applications for CCSPs that are  
6 aligned with and support the Sponsor's strategic plan.  
7  
8 2. Applications submitted in response to a competitive solicitation may  
9 not also be submitted in the current standard application cycle.  
10  
11 3. The Sponsor may deviate from the standard timelines and deadlines for  
12 applications submitted in response to a District competitive  
13 solicitation.  
14  
15 4. Applications must be submitted and evaluated in accordance with the  
16 Florida law that governs charter applications.  
17

18 B. Collaborative Agreements  
19

- 20 1. The Superintendent is authorized to negotiate and execute  
21 contracts/agreements with CCSPs.  
22  
23 2. Except for statutory requirements, the Sponsor may grant exemptions  
24 to this policy to the selected CCSPs through contract or partnership  
25 agreement(s).  
26

27 **Interpretation**

28 In the event that an existing charter school contract provision is found to be  
29 inconsistent with this policy, the contract provision prevails.

30 F.S. 39.203, Chapter 120, 216.292(1)(a); 218.39, 218.391, 218.503(1), 286.23,  
31 768.095, 1001.10(5)  
32 F.S. 1001.41(1)(2), 1001.42(26), 1001.43(10),  
33 1002.31, 1002.33, 1002.33(g), 1002.331  
34 F.S. 1002.345, 1008.31, 1008.34, 1011.69(2), 1011.60(1),  
35 1011.69(2), 1012.01, 1012.315, 1012.32, 1013.62, 1013.12  
36 Chapter 96-186(1) Laws of Florida  
37 F.A.C. 6A-1.0081, 6A-1.099827, 6A-2.0020, 6A-6.0781, 6A-6.0784  
38 F.A.C. 6A-6.0786, 6A-6.07862, 6A-6.0782, 6A-0788  
39 FLDOE Forms IEFG-M1, IEPC-M2, IEPC-3C, IEPC-UI, IEPC-U2, IEPC-M1A

40 Revised 11/22/11

41 Revised 1/15/14

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

COMMUNITY RELATIONS  
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1 Revised 3/15/17

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