


MEMORANDUM

January 25, 2017

TO: The Honorable Chair and Members of The School Board of Miami-Dade County, Florida

FROM: Alberto M. Carvalho, Superintendent of Schools 

SUBJECT: WITHDRAWAL OF BOARD ITEM D-65, INITIAL READING: ROPOSED AMENDMENTS TO BOARD POLICY 9800, CHARTER SCHOOLS

Attached please find Agenda Item D-65, Initial Reading: Proposed Amendments to Board Policy 9800, Charter Schools, as withdrawn from the January 25, 2017 School Board Meeting Agenda. In an effort to facilitate additional time for Board Members' review and feedback, subsequent to School Board Meeting discussions, this item will be resubmitted for consideration and first reading forthwith.

If you have any questions, please contact Mrs. Valtena G. Brown, Deputy Superintendent/Chief Operating Officer, School Operations at 305-995-2938.

AMC:tp
M089

Attachment

cc: School Board Attorney
Superintendent's Cabinet

Office of the Superintendent of Schools
Board Meeting of January 25, 2017

January 11, 2017

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

WITHDRAWN (1/25/17)

D-65

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**

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15 | A. Application Submission Guidelines

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2. Final Application

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

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.
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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.
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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 s 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 InstructionAcademics 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

- 1 and conditions impacting the usability or
2 financial viability of the site, including, but not
3 limited to, the master lease if the lease is with a
4 sublessor.
- 5 Purchased facility - Evidence for a purchased
6 facility may include, but is not limited to, a copy
7 of the recorded property deed showing
8 ownership in the name of the charter school,
9 and a current Opinion of Title for the parcel.
- 10 2) The sSponsor may solicit additional information
11 about the proposed facility from the applicant,
12 landlord, facility, and/or property owner,
13 mortgagee, or appropriate jurisdictional
14 agencies.
- 15 3) If more than one (1) school will operate on the
16 site, the applicant shall identify the grade levels,
17 number of students in each grade level, and the
18 total number of students enrolled in each
19 school.
- 20 c. Evidence of sufficient demand and the demographics of
21 the immediate area to support enrollment projections.
22
- 23 d. Written evidence that the municipal/county officials
24 and/or zoning agencies in the jurisdiction where the
25 school will be located have been notified.
26
- 27 e. Evidence that residents in close proximity of the school
28 have been noticed. Notice may include printed flyers or
29 advertisements as well as electronic mail blasts, public
30 meetings and attendance rosters with contact
31 information, website postings, telephone message
32 blasts, and any social media communications. The
33 notification shall provide guidance on how to provide
34 feedback to the appropriate municipal/county zoning
35 agency and charter school's governing board, including
36 telephone numbers, physical addresses and/or
37 electronic mail addresses.
38
- 39
- 40 3. Municipality and/or County Notification
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- 42 Upon final approval of a contract by the Board, the Sponsor
43 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-one~~thirty-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

40
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

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

13 b. Location Amendments

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

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

23 b) effective date of the relocation;

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

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

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

34 2) The ~~s~~Sponsor ~~if is~~ not obligated to agree to
35 requests for additional facilities, campuses,
36 and/or locations associated with a charter
37 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 sSponsor through the contract amendment process. Violation of this provision constitutes a unilateral amendment or modification of this contract and good cause for termination.

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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.

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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.

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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.

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c. Enrollment Capacity Amendments

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

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- 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
- 25 e. Name Changes
- 26
- 27 Name changes to the legal entity or charter school are
28 material terms and require a contract amendment
29 prior to the use of the new name.
- 30 | §11. 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 | §12. 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 | ~~10~~13. 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 referenceds in
5 | charter school contracts.
6 |

7 | D. Request to Extend Negotiations/School Opening
8 |

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 |
47 |

- 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 sSponsor.

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 ~~consistent 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 programs school, 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.

17
18 HI. Annual Enrollment Lottery and Wait List Documentation
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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.

- ~~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 |
13 | 2. CSCS may approve articulation agreements that:

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

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

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

22 |
23 | d. do not negatively impact a student's opportunities to
24 | exercise school choice.

25 |
26 |
27 |
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 | ~~(1530)~~ 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 NB. 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 Charter School
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

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

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 | 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 sSponsor 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 sSponsor 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 sSponsor 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 sSponsor 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.

- 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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A. Competitive Solicitations

1. The Superintendent is authorized to utilize the Sponsor's competitive solicitation process to invite and solicit applications for CCSPs that are aligned with and support the Sponsor's strategic plan.
2. Applications submitted in response to a competitive solicitation may not also be submitted in the current standard application cycle.
3. The Sponsor may deviate from the standard timelines and deadlines for applications submitted in response to a District competitive solicitation.
4. Applications must be submitted and evaluated in accordance with the Florida law that governs charter applications.

B. Collaborative Agreements

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

Interpretation

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

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

Revised 11/22/11
Revised 1/15/14

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

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1 Revised 3/15/17

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