

Office of School Board Attorney
Walter J. Harvey, School Board Attorney

**SUBJECT: INITIAL READING: PROPOSED AMENDMENTS TO POLICIES
5610, *SUSPENSION AND EXPULSION OF STUDENTS*; 9270
HOME EDUCATION; 9800, *CHARTER SCHOOLS*; AND 7310,
*DISPOSITION OF SURPLUS PROPERTY***

COMMITTEE: PERSONNEL, STUDENT, SCHOOL & COMMUNITY SUPPORT

**LINK TO
STRATEGIC
BLUEPRINT: SAFE, HEALTHY & SUPPORTIVE LEARNING ENVIRONMENT**

Consistent with the Board's statutory responsibility to periodically review and update its policies to conform to legislative changes and District practices, authorization is requested for the Superintendent to initiate rulemaking to amend several Board policies as outlined below. Most of these amendments have been recommended by NEOLA, Inc., the Board's policy consultant, or are being recommended to reflect current District practice, and all have been drafted in collaboration with, and reviewed by, the Superintendent, Cabinet, and District staff of the departments that will implement them.

Proposed amendments to Board Policy 5610, *Suspension and Expulsion of Students*, simply updates the policy to reflect the District's alternatives to outdoor suspension include Student Success Centers. Policy 9270, *Home Education*, is proposed to be amended to include the statutory revisions to the home education enrollment process in Section 1002.41, F.S.

Policy 9800, *Charter Schools*, was last amended in 2014. Since that time, there have been statutory changes primarily in Section 1002.33, F.S., and others that the proposed amendments seek to incorporate. The changes include revisions to the statutory charter application deadline, use of the state standard contract and District negotiation process, additional allowable deferrals for charter school opening, schools of hope establishment and contract process, Title I changes, capital outlay process changes, changes to the termination and non-renewal appeal processes, and other minor technical updates. Policy 7310, *Disposition of Surplus Property*, is proposed to be amended to include the statutory mandate in Section 1002.33(18)(e) that District facilities and tangible property that are identified as surplus, marked for disposal, or otherwise unused must be made available to charter schools on the same basis as they are made to other District schools.

Attached are the Notice of Intended Action and policy amendments. Changes 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 Policies 5610, *Suspension and Expulsion of Students*; 9270, *Home Education*; 9800, *Charter Schools*; and 7310, *Disposition of Surplus Property*.

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 initiate rulemaking proceedings to amend Board Policies 5610, *Suspension and Expulsion of Students*; 9270, *Home Education*; 9800, *Charter Schools*; and 7310, *Disposition of Surplus Property*.

NOTICE OF INTENDED ACTION

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, announced on February 13, 2019, its intention to amend Board Policies 5610, *Suspension and Expulsion of Students*; 9270, *Home Education*; 9800, *Charter Schools*; and 7310, *Disposition of Surplus Property*, at its regular meeting of April 17, 2019.

PURPOSE AND EFFECT: Proposed amendments to Board Policy 5610, *Suspension and Expulsion of Students*, simply updates the policy to reflect the District's alternatives to outdoor suspension include Student Success Centers. Policy 9270, *Home Education*, is proposed to be amended to include the statutory revisions to the home education enrollment process in Section 1002.41, F.S.

Policy 9800, *Charter Schools*, was last amended in 2014. Since that time, there have been statutory changes primarily in Section 1002.33, F.S., and others that the proposed amendments seek to incorporate. The changes include revisions to the statutory charter application deadline, use of the state standard contract and District negotiation process, additional allowable deferrals for charter school opening, schools of hope establishment and contract process, Title I changes, capital outlay process changes, changes to the termination and non-renewal appeal processes, and other minor technical updates. Policy 7310, *Disposition of Surplus Property*, is proposed to be amended to include the statutory mandate in Section 1002.33(18)(e) that District facilities and tangible property that are identified as surplus, marked for disposal, or otherwise unused must be made available to charter schools on the same basis as they are made to other District schools.

SUMMARY: Consistent with the Board's statutory responsibility to periodically review and update its policies to conform to legislative changes and District practices, amendments are being proposed to several Board policies. Proposed amendments to Board Policy 5610, *Suspension and Expulsion of Students*, simply updates the policy to reflect the District's alternatives to outdoor suspension include Student Success Centers. Policy 9270, *Home Education*, is proposed to be amended to include the statutory revisions to the home education enrollment process in Section 1002.41, F.S.

Policy 9800, *Charter Schools*, is proposed to be amended to include statutory revisions in Section 1002.33, F.S. to the statutory charter application deadline, use of the state standard contract and District negotiation process, additional allowable deferrals for charter school opening, schools of hope establishment and contract process, Title I changes, capital outlay process changes, changes to the termination and non-renewal appeal processes, and other minor technical updates. Policy 7310, *Disposition of Surplus Property*, is proposed to be amended to include the statutory mandate in Section 1002.33(18)(e) that District facilities and tangible property that are identified as surplus, marked for disposal, or otherwise unused must be made available to charter schools on the same basis as they are made to other District schools.

SPECIFIC LEGAL AUTHORITY UNDER WHICH RULEMAKING IS AUTHORIZED: 1001.41 (1), (2), (3), (4), (5); 1001.42 (8), (17); 1001.43 (1), (4), (8); 1002.33; 1006.07(1)(a), F.S.

LAWS IMPLEMENTED INTERPRETED OR MADE SPECIFIC: 1002.33; 1002.3305; 1002.331; 1002.332; 1002.331; 1002.333; 1002.34; 1002.41(b); 1006.07(1)(a); 1013.28; F.S.; SBE Rules 6A-1.0998271, 6A-6.0786, F.A.C.

IF REQUESTED, A HEARING WILL BE HELD DURING SCHOOL BOARD MEETING OF April 17, 2019, 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 to provide a proposal for a lower cost regulatory alternative as provided in Section 120.54(1), F.S., must do so in writing by March 12, 2019, to the Superintendent, 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 this 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 Statutes)

COPIES OF THE PROPOSED AMENDED POLICIES are available at cost to the public for inspection and copying in the Citizen Information Center, Room 102, 1450 N.E. Second Avenue, Miami, Florida 33132.

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SUSPENSION AND EXPULSION OF STUDENTS

2 Suspension and expulsion are the most severe sanctions and cannot be imposed
3 without due process. Prior to the use of suspension, the administrator should
4 consider less restrictive alternatives such as [Alternative Education Settings \(AES\)](#)
5 [which include](#) the School Center for Special Instruction (SCSI) [and Student Success](#)
6 [Center \(SSC\)](#). Students assigned to SCSI [and SSC](#) must be afforded the opportunity
7 to complete classwork. Students with disabilities must continue to receive a Free
8 Appropriate Public Education (FAPE) while assigned to SCSI.

9 No student is to be suspended, expelled, or excluded from an activity, program, or a
10 school unless his/her behavior represents misconduct as specified in the Code of
11 Student Conduct (CSC), Policy 5500. The CSC shall also specify the procedures to
12 be followed by school officials. In addition to the procedural safeguards and
13 definitions in this policy and the CSC, the procedures in Policy 2460 shall apply to
14 students identified as disabled under the IDEA and/or Section 504 of the
15 Rehabilitation Act of 1973.

16 **Definitions**

- 17 A. "Suspension" shall be the temporary exclusion of a student from the
18 District's program for a period not to exceed ten (10) school days.
- 19 B. "Expulsion" shall be the exclusion of a student from a traditional
20 school for the number of school days remaining in the school year in
21 which the incident that gives rise to the expulsion takes place and
22 one (1) additional school year.

23 **Suspension from School or From Riding School Bus**

- 24 A. When a student's actions violate law, School Board policies, or
25 school rules, the student may be suspended by the Principal. A
26 student who is suspended shall not be allowed to attend his/her
27 regular classes or school-sponsored activities for a prescribed
28 number of days not to exceed ten (10). The Principal may suspend a
29 student from riding the school bus for a prescribed number of days
30 not to exceed ten (10). Parents of students suspended from the
31 school bus have the obligation to provide transportation to and from
32 school. If bus transportation is a related service on a student's
33 Individualized Education Plan (IEP), a bus suspension must be
34 counted towards the ten (10) days of suspension. Outdoor
35 suspension criterion are located in the CSC.

- 1 B. A teacher shall not suspend a student from school or class, nor
2 shall a bus driver suspend a student from riding a school bus.
- 3 C. The Superintendent may suspend a student from any or all
4 co-curricular or extra-curricular activities for violations of the CSC.
5 The length of suspension shall be determined according to the CSC.
6 Additionally, a manifestation determination meeting may be required
7 for students with disabilities, depending on the number of days of
8 suspension given (Policy 2460).
- 9 D. Prompt notice of a suspension shall be given by telephone to the
10 student's parent if possible. Formal written notification to the
11 student's parent shall be initiated within twenty-four (24) hours of
12 the time the student is informed of the suspension.
- 13 E. Except in the event of emergencies or disruptive conditions which
14 require immediate suspension or in the case of a serious breach of
15 conduct that is defined as willful disobedience, open defiance of
16 authority of a member of the school staff, violence against persons
17 or property, or any other act which substantially disrupts the
18 orderly conduct of the school, all out-of-school suspensions shall
19 not begin prior to the beginning of the next school day following the
20 infraction unless the parents have been notified.
- 21 F. Prior to the suspension, the student shall be given an informal and
22 impartial hearing before the Principal and shall be informed of the
23 charge(s) against him/her which may result in suspension. If the
24 student denies the charge(s), s/he shall be given an explanation of
25 the evidence, an opportunity to present his/her version of the case,
26 and notification of the action taken by the Principal. In cases of
27 extremely disruptive or dangerous behavior, persons or groups
28 involved may be immediately suspended and ejected from the school
29 campus without a prior hearing. In such instances, each student
30 shall be afforded an informal hearing before the Principal prior to
31 the expiration of suspension. Students are not entitled to full
32 procedural rights that the law guarantees to students who are
33 recommended for expulsion or are defendants in criminal cases. At
34 suspension hearings, students are not:
- 35 1. entitled to the presence of an attorney;
- 36 2. allowed to confront or cross-examine witnesses;

1 3. allowed to record mechanically, or have a court reporter
2 record the proceedings unless the Principal has elected to
3 record or report the hearing verbatim.

4 If the parent(s) feel that the child has not been afforded a fair
5 hearing at the school, they may request a review by the Region
6 Superintendent. The appeal may consist of a review of the previous
7 hearing, with a ruling on the facts and the validity of the
8 suspension, or the hearing may be reconvened by the Region
9 Superintendent or designee for additional testimony that may be
10 deemed necessary in making a final decision.

11 G. The Principal shall determine, in consultation with teachers, when
12 appropriate, whether the student should be given the opportunity to
13 make up school work and course requirements missed while absent
14 due to out-of-school suspension. If this privilege is given, the
15 student shall have a reasonable amount of time, up to five (5) school
16 days comparable to the days of suspension, following the
17 suspension to complete the school work missed and shall do so on
18 his/her own initiative. Failure to make up all written assignments
19 missed during the approved time frame of suspension will result in
20 the student being given the academic grade of "F" for those written
21 assignments. Under no circumstances are teachers required to
22 make special provisions to comply with this procedure. Upon
23 completion of the make-up work, the student should submit the
24 work to the teacher. The teacher must grade and record the
25 make-up work as it is received. For students in exceptional
26 education classes, refer to the Exceptional Student Education
27 Policies and Procedures (SP&P) Policy 2460.

28 H. The Superintendent may grant to a Principal the authority to waive
29 mandatory suspension policies.

30 **Expulsion/Administrative Assignment**

31 A. A Principal may recommend expulsion of a student to the
32 Superintendent. The Principal shall provide the Superintendent an
33 adequate history of the student's actions and alternative measures
34 taken relevant to the recommendation. When the Superintendent
35 makes a recommendation for expulsion to the Board, written notice
36 shall be given to the student and his/her parent of the
37 recommendation and charges and advising the student and parent
38 of their right to due process. Offenses requiring the
39 recommendation for expulsion are located in the CSC.

- 1 B. Upon receipt of a recommendation for expulsion from the Principal,
2 the Superintendent may make an administrative assignment in lieu
3 of expulsion or a Work Back in Lieu of Expulsion program.
- 4 C. For students in exceptional student education, refer to Exceptional
5 Student Education Policies and Procedures (SP&P), Policy 2460.
- 6 D. All students who are recommended for expulsion shall undergo
7 screening to determine if they qualify for exceptional education
8 programs.
- 9 E. A student who has been suspended or expelled by another district
10 temporarily may be assigned to an alternative school for the same
11 length of time as imposed by the other district.
- 12 F. The informal hearing at the school level shall be conducted by the
13 Principal. If available, the student shall be given an opportunity to
14 be heard at this hearing. At the conclusion of the hearing, the
15 Principal will reaffirm the suspension and recommendation for
16 expulsion, or, based upon consideration of the facts and
17 circumstances explained at the hearing, will advise the parent of the
18 school's intention to withdraw the request for expulsion and take
19 some alternative action.
- 20 G. The parent shall be informed that, prior to any Board action being
21 taken on the expulsion or administrative assignment, they will be
22 given the opportunity to request a hearing before an impartial
23 hearing officer. Prior to a formal hearing, the parent will be offered
24 an appeal conference with a representative from School
25 Operations/Alternative Education.
- 26 H. Students with disabilities who are expelled are entitled to a Due
27 Process Hearing with the Florida Division of Administrative
28 Hearings. However, during the course of litigation, the student's
29 placement is at the alternative school. Students with disabilities
30 must continue to receive FAPE while assigned to an alternative
31 school. Refer to the Exceptional Student Education Policies and
32 Procedures (SP&P) Policy 2460.

- 1 A copy of this policy is to be made available to students and parents upon request.
- 2 Key provisions of the policy should also be included in the CSC.

- 3 F.S. 1002.20, 1003.02, 1006.07, 1006.09
- 4 F.A.C. 6A-6.03312
- 5 18 U.S.C. Section 921
- 6 20 U.S.C. 8921

- 7 © **MIAMI-DADE 2010**

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HOME EDUCATION

2 Home education is a parent-directed educational option that satisfies the
3 requirement for regular school attendance. All requests to educate a child in home-
4 education program are to be submitted to the Superintendent.

5 The Superintendent shall develop and implement administrative procedures which
6 ensure that, prior to approval of a home-education request, all requirements
7 specified in the State Department of Education regulations have been met.

8 Academic placement of the child for the current school term will be made by the
9 Office of Attendance Services based on previous school attendance or the same
10 criteria as students entering the District for the first time.

11 Home education students may attend their home school to take classes to
12 supplement the home education program.

13 Parents are responsible for transporting students in home education programs both
14 to and from the public school providing the course(s) of interest. The school
15 principal will establish the time and place for the arrival and departure of home
16 education students accepted into the part-time program. All home education
17 students who attend the District on a part-time basis are subject to the same rules
18 and regulations as full-time students.

19 Home education students must be given the same opportunity to participate in
20 interscholastic extra-curricular activities as public school students.

21 The District is not authorized to award a regular Florida high school diploma to
22 home education students.

23 To establish a home education program a parent must:

24 | ~~A.~~ A.—send a written notice of intent to the District to operate a Florida
25 | Home Education Program and must include the full legal names,
26 | addresses, and birthdates of all children who shall be enrolled as
27 | students in the home education program;

28 |
29 | B. the notice must be filed in the Superintendent’s office within thirty
30 | (30) days of establishment of the home education program;

31 |
32 | ~~B.~~ complete the registration form;

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

COMMUNITY RELATIONS

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- 1 C. maintain a portfolio of records, consisting of a log of educational
2 activities, writings, worksheets, workbook, and creative materials
3 used or developed by the student;
4
- 5 D. make the portfolio available for inspection by the Superintendent
6 upon a fifteen (15) day notice;
- 7 E. provide an annual educational evaluation for the student's
8 educational progress to the Superintendent;
- 9 F. preserve each student's portfolio for two (2) years;
- 10 G. submit a termination form upon removal from the home education
11 program or change of residence to another District.

12 Parents are responsible for the cost of textbooks. Instructional materials used in the
13 District may be purchased through the Florida School Book Depository.

14 F.S. 1001.41, 1002.01, 1002.41, 1003.21, 1006.15

1

CHARTER SCHOOLS

2 The School Board (“sponsor” or “Board”) shall supervise and oversee all charter
3 schools within Miami-Dade County.

4 Approved charter schools are public schools and shall receive goods and services
5 from the sponsor as required by law and/or as specified through a separate contract
6 with the sponsor.

7
8 This policy covers charter schools that are authorized by the School Board and
9 established under terms specified in the following Florida Statutes, Sections:

- 10
- 11 • 1002.33 Charter Schools
- 12 • 1002.3305 College-Preparatory Boarding Academy Pilot Program
- 13 for at-risk students
- 14 • 1002.331 High-performing charter schools
- 15 • 1002.332 High-performing charter school system
- 16 • 1002.333 Persistently low-performing schools (Schools of Hope)
- 17 • 1002.34 Charter technical career centers
- 18

19 **Application Procedure**

20 A. Application Submission Guidelines

21 ~~1. Draft Application~~

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

32 ~~12. Final Application~~

33 ~~Final applications shall be submitted pursuant to the~~
34 ~~sponsor's application packet. Applications must be received~~
35 ~~by the sponsor no later than 4:30 p.m., on or before the~~
36 ~~annual submission deadline, August 1st. If the submission~~
37

~~deadline falls on a non business day, the deadline shall be postponed to 4:30 p.m. on the next business day. Applications submitted electronically will not be accepted.~~

Applications shall be submitted in accordance with the sponsor's application instructions. Applications must be received by the sponsor no later than 4:30 p.m., on or before the submission deadline.

Applications shall be submitted to:

Charter School Compliance and Support
1450 Northeast 2nd Avenue
Miami, Florida 33132

- a. Individuals, organizations, institutions, and groups anticipating submission of an application are urged to contact the Office of Charter School Compliance and Support (CSCS) prior to submitting requesting an application.
- b. The sponsor and/or any of its designees shall not take unlawful reprisal against another Board employee because that employee is either directly or indirectly involved with a charter school application.
- c. Applicants must submit an application on the most current Model Florida Charter School Application template with any other forms, templates, or appendices required by the sponsor.
- d. The applicant and sponsor may mutually agree, in writing, to extend the statutory timeline to consider the charter application. Such agreement shall detail the extension date or timeframe.
- e. Charter schools shall not use or bear the name of an existing traditional public, charter, or private/parochial school in Miami-Dade County.
- f. The Board may deny an application submitted by a high-performing charter school if the sponsor demonstrates by clear and convincing evidence that the application failed to meet one (1) or more of the statutory criteria for a high-performing charter school.

2. Application Cycle

The sponsor shall receive and consider charter school applications received on or before February 1 of each

1 calendar year for charter schools to be opened 18 months
2 later at the beginning of the District's school year. The
3 District's school year is July 1 to June 30. Thus, for example,
4 an application submitted between February 2, 2019 and
5 February 1, 2020 would be considered for the 2020
6 Application Cycle for an opening during the 2021-2022 school
7 year.

8
9 3. Opening Date

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11 The initial opening date of a charter school may be (1) on the
12 same opening date as the District's opening date or (2) at a
13 time determined by the applicant, which is during the
14 beginning of the District's school year. The beginning of the
15 District's school year is considered to be the time period
16 between July 1 and September 30 of that same school year. If
17 the calendar year for the charter school is mutually agreed to
18 be different than that of the sponsor, reasonable processing
19 fees may be assessed for applicable IT programming
20 requirements.

21
22 B. Final-Application Evaluation Process

- 23 1. The District shall review all final-applications using the
24 current required evaluation instrument developed by the
25 Florida Department of Education (FDOE) and may also review
26 and consider additional information required by the sponsor.
- 27 2. The District shall evaluate timely final-applications as
28 submitted. Applications cannot be amended and no
29 documentation or unsolicited information will be accepted or
30 considered after submission. However, the District shall
31 allow the applicant, upon receipt of written notification,
32 seven (7) calendar days to make technical or non-substantive
33 corrections and clarifications of grammatical or typographical
34 errors and to add missing signatures, if such errors are
35 identified by the sponsor as cause to deny.
- 36 3. The sponsor shall deny any application (a) that does not
37 comply with the statutory requirements and/or sponsor's
38 instructions for charter school applications; or (b) where the
39 applicant has made a material misrepresentation or false
40 statement or concealed an essential or material fact in the
41 application and/or during the application evaluation process.
- 42 4. Additional Information

- 1 a. The sponsor shall solicit and consider information to
2 evaluate the applicant's ability to operate a charter
3 school, such as: (1) history and background of
4 individual applicants and/or founding governing
5 boards and its individual members including, but not
6 limited to, a demonstration of the professional
7 experience or competence of those individuals or
8 organizations applying to operate the charter school or
9 those hired or retained to perform professional
10 services; (2) the description of clearly delineated
11 responsibilities and the policies and practices needed
12 to effectively manage the charter school; (3) desired
13 location and facility information; (4) whether the
14 applicant currently operates charter schools in Florida;
15 and, (5) whether the proposed school will be a
16 replication of an existing school design. A description
17 of internal audit procedures and establishment of
18 controls to ensure that the financial resources are
19 properly managed must be included. This information
20 shall be used to evaluate the applicant's ability to
21 operate a charter school and considered when
22 recommending approval or denial of an application.
- 23 b. The applicant may provide evidence of prior experience
24 in establishing and operating public charter schools.
25 An applicant's history of establishing and operating
26 charter schools shall be considered when
27 recommending approval or denial of an application.
- 28 c. If applicant is requesting to replicate a High Performing
29 charter school, the applicant shall:
- 30 1) submit a copy of the required letter from the
31 Commissioner of Education verifying High
32 Performing Status of the school to be replicated;
- 33 2) provide evidence of substantial replication of the
34 educational program of the existing High
35 Performing school;
- 36 3) clearly articulate in the body of the application
37 that the proposed school is being submitted as a
38 replication under F.S. 1002.331 (3)(a); and
- 39 ~~4) provide information substantiating that the~~
40 ~~applicant has not submitted a high performing~~
41 ~~replication application to any other school~~

1 | ~~district in Florida during the current application~~
2 | ~~cycle.~~

3 | 5. Technical Review - The technical review may involve initial
4 | review of applications that comply with the sponsor's
5 | application instructions and recommendations to the
6 | Application Review Committee (ARC). If significant
7 | deficiencies are found, the application will not be reviewed by
8 | ARC but will be forwarded directly to the Superintendent with
9 | a recommendation for denial. Applications may also be
10 | rejected without review or action by the sponsor if they are in
11 | violation of the law.

12 | a. The individuals conducting the technical review may
13 | include representatives from the following District
14 | departments, as deemed necessary by the sponsor, to
15 | properly review each application:

16 | 1) Assessment, Research and Data Analysis and
17 | Program Evaluation

18 | 2) ~~Curriculum and Instruction~~ Academics and
19 | Transformation (including core subject areas,
20 | ELL, SPED, and Gifted)

21 | 3) Finance (including Budget, Accounting, Audit,
22 | and Risk Management)

23 | 4) School Operations (including Attendance, Food
24 | & Nutrition, and Transportation)

25 | 5) Facilities

26 | 6) Human Capital

27 | b. Review by other departments may be required based
28 | on the type of application submitted.

29 | 6. Application Review Committee (ARC) - The purpose of this
30 | committee is to identify deficiencies in the written application,
31 | appendices, historical performance, and/or other areas that
32 | require clarification to fully evaluate the quality of the
33 | application or the capacity of the applicant to properly
34 | implement the proposed plan.

35 | Applicants will be notified and requested to attend the review.
36 | The applicant shall have no more than three (3) individuals at
37 | the review who may participate in the process. Participation

1 means providing verbal responses directly to questions
2 and/or concerns raised by committee members. At least
3 one (1) founding governing board member shall be present
4 and not more than a total of two (2) other individuals (i.e.,
5 consultants, lawyers, or management company
6 representatives). Participation from other meeting attendees
7 shall not be allowed.
8

9 The ARC may, at its sole discretion, evaluate the application
10 without any additional input from the applicant if no
11 founding governing board member of the charter school is
12 available. The ARC may consider prior technical review
13 comments and recommendations. By majority vote, the ARC
14 shall make a recommendation to the Superintendent to
15 approve or deny each application presented. All applications
16 reviewed by the ARC will be submitted to the sponsor by the
17 Superintendent with a recommendation for approval or
18 denial.

19 a. The ARC shall include the Superintendent's cabinet
20 members or appropriate designees from the following
21 areas of expertise:

- 22 1) School Operations
- 23 2) Assessment, Research and Data Analysis
- 24 3) Federal and State Compliance
- 25 4) Charter School [Compliance and Support](#)
- 26 5) ~~Curriculum and Instruction~~ [Academics and](#)
27 [Transformation](#)
- 28 6) Diversity Equity and Excellence Advisory
29 Committee
- 30 7) Facilities
- 31 8) Financial Operations
- 32 9) Human Capital
- 33 10) Management and Compliance Audits
34 (non-voting)
- 35 11) Exceptional Student Education

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12) Bi-Lingual Education

- b. The Superintendent shall designate the Chair, who will be a non-voting member except in the case of a tie.
- c. A majority of the entire membership shall constitute a quorum. A quorum is required for any ARC recommendations.

C. Appeals of Application Denials

- 1. Pursuant to State law, if an application is denied, the sponsor shall, within ten (10) calendar days after the denial, articulate in writing the specific reasons for the denial, based upon good cause, and shall provide the letter of denial and supporting documentation to the applicant and the Florida Department of Education (FDOE). An applicant may appeal the Board's ~~failure to timely act upon, or~~ denial of, an application pursuant to State Board of Education Rule F.A.C. 6A-6.0781. If the applicant is a municipality or a legal entity organized under the laws of this State, the decision to appeal must be made in a legally advertised public meeting with a quorum present. Official meeting minutes or an adopted resolution documenting the action and evidence of proper meeting notice must be submitted to the sponsor. The applicant shall also file the appeal with the Board clerk.
- 2. ~~If a high performing charter school application is denied, the District must, within ten (10) calendar days after the denial, articulate in writing the specific reasons based upon the statutory criteria and provide the notice of denial and supporting documentation to the applicant and the DOE. The applicant may appeal the denial directly to the State Board of Education pursuant to State law. If the sponsor fails to act on a charter application that is not high-performing within the statutory deadlines, the applicant may appeal the failure to act in accordance with the procedures above. If the sponsor fails to act on a high-performing charter application within the statutory deadlines, the application is deemed approved.~~

1 **Charter Contract and Contract Negotiation Process**

2 A charter school has no authority to operate until the terms and conditions for
3 operation have been set forth and mutually agreed upon by the sponsor and
4 applicant in a written contract called a charter. ~~The Contract Review Committee~~
5 ~~(CRC) shall annually review and approve a standard contract that is consistent with~~
6 ~~this policy and State law which shall be used as the basis for all charters approved~~
7 ~~under this policy.~~ CSCS will annually develop a standard contract that incorporates
8 the state standard contract. Charter contracts will be negotiated using the
9 sponsor's standard contract in accordance with state law and State Board of
10 Education rule. New charter contracts and any charter contract amendments ~~that~~
11 ~~materially alter the CRC's approved standard the contract,~~ if approved by the CRC
12 and recommended by the Superintendent, shall be presented to the sponsor for final
13 consideration.

14 A. Charter Contract Review Committee (CRC)

- 15 1. CSCS will negotiate the terms and conditions of the sponsor's
16 standard contract with the charter school applicant and
17 provide the negotiated contract to the CRC for review and
18 consideration. If the parties are unable to agree on the terms
19 and conditions or the CRC recommends denial of the contract
20 for other reasons, no recommendation shall be forwarded to
21 the Superintendent. In that case, CSSCSCS will notify the
22 applicant in writing, and the charter applicant may then
23 submit any dispute to the Florida Department of Education
24 for mediation and/or the Division of Administrative Hearings
25 (DOAH) in accordance with Section 1002.33(7)(a), (b), F.S.

26 The applicant shall have no more than three (3) individuals at
27 the review who may participate in the process. Participation
28 means providing direct responses to questions and/or
29 concerns raised by committee members and actively
30 negotiating terms of the agreement. At least one (1) governing
31 board member shall be present and not more than a total of
32 two (2) other individuals (i.e., consultants, lawyers, or
33 management company representatives). Participation from
34 other meeting attendees shall not be allowed.

- 35 2. The CRC shall include the Superintendent's cabinet members
36 or designees from the following areas of expertise:
- 37 a. School Operations
- 38 b. Assessment, Research and Data Analysis
- 39 c. Federal and State Compliance

- 1 | d. Charter School [Compliance and Support](#)
- 2 | e. [Curriculum and Instruction](#) [Academics and](#)
- 3 | [Transformation](#)
- 4 | f. Facilities
- 5 | g. Financial Operations
- 6 | h. Grants Administration
- 7 | i. Human Capital
- 8 | j. Management and Compliance Audits (non-voting)

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

11 A majority of the entire membership shall constitute a
12 quorum. A quorum is required for any CRC
13 recommendations.

14 3. Prerequisites for considering a contract or negotiating a
15 contract:

16 a. Evidence of a proper legal structure (e.g., articles of
17 incorporation, bylaws, municipal charter). The
18 applicant shall be a not for profit organized pursuant
19 to F.S. Chapter 617.

20 b. Actual location and evidence that a facility has been
21 secured for the term of the charter pursuant to this
22 policy.

23 c. If more than one school will operate on the site, the
24 applicant shall identify the grade levels, number of
25 students in each grade level and the total number of
26 students enrolled in each school.

27 d. The sponsor may solicit additional information about
28 the proposed facility from the landlord, mortgagee or
29 appropriate jurisdictional agencies.

30 B. Request to Extend Negotiations/School Opening

31 1. The applicant and sponsor may mutually agree to extend the
32 statutory timeline to negotiate and consider approval of the

1 charter contract for a period not to exceed one (1) year from
2 the approved opening date in the charter school application.
3 Requests shall be submitted to Charter School
4 Operations Compliance and Support, in writing, by an
5 authorized agent of the charter school, detailing the reason
6 for the requested extension. The decision whether or not to
7 extend the negotiation period or defer opening shall be at the
8 sole discretion of the sponsor.

9 2. If the statutory timeline to negotiate and enter into a charter
10 contract is extended and prior to resuming negotiations, the
11 applicant shall provide an updated budget, application and
12 any revisions necessitated by the delay. The term of the
13 contract shall be adjusted to reflect cancellation of one year of
14 the term.

15 3. The application shall be automatically rescinded, without
16 further action by the Board, if the applicant does not enter
17 into contract negotiations or open the school within: (1) the
18 timeframe specified by law, including allowable deferrals, or
19 (2) the date of extension which has been mutually agreed
20 upon in writing by both parties.

21 4. Unless extended pursuant to this policy, the applicant shall
22 open the charter school as specified in A(3) of this section at
23 the beginning of the sponsor's next school year following the
24 approval of the charter school application, subject ~~also~~ to the
25 fifteen (15) day requirement for submitting required facilities
26 documentation. ~~in this policy.~~

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

34 C. Initial Charter Contract

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

37 2. Contract Prerequisites

38 CRC shall not be scheduled until all required documentation
39 has been successfully submitted. No CRC shall be scheduled

1 after the sponsor's June Board meeting except at the sole
2 discretion of the sponsor.

3 a. Evidence of a proper legal structure to support the
4 school's governance and tax exemption status (e.g.,
5 articles of incorporation, bylaws, municipal charter,
6 501(C)3 determination letter). The applicant shall be a
7 not for profit organization pursuant to F.S.
8 Chapter 617.

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

11 1) Facility Documentation

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

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

- 1 2) The sponsor may solicit additional information
2 about the proposed facility from the applicant,
3 landlord, facility, and/or property owner,
4 mortgagee, or appropriate jurisdictional
5 agencies.
- 6 3) If more than one (1) school will operate on the
7 site, the applicant shall identify the grade levels,
8 number of students in each grade level, and the
9 total number of students enrolled in each
10 school.
- 11 c. Evidence of sufficient demand and the demographics of
12 the immediate area to support enrollment projections.
- 13 D. Charter Contract Amendments
- 14 1. There shall be no modification of any contractual provision(s)
15 of the standard charter contract language, unless mutually
16 agreed by both parties in writing. All amendments must be
17 negotiated in compliance with the contract negotiation
18 process. Unilateral modification made by the charter school
19 is grounds for termination or non-renewal.
- 20 2. Amendments may be considered by the sponsor if either party
21 can demonstrate that an amendment is necessary to protect
22 the health, safety, or welfare of the students and/or the
23 school has satisfactory academic performance, fiscal
24 management, and operational compliance.
- 25 3. Unless otherwise specifically allowed by law, all contract
26 amendment requests shall be submitted in writing to ~~Charter~~
27 ~~School Support Charter School Compliance and Support~~ by
28 March 1st, by an authorized agent of the charter school.
29 Only requests pertaining to the health, safety, or welfare of
30 students will be considered after March 1st. The sponsor is
31 not obligated to agree to any amendment requests unless
32 required by law.
- 33 4. The charter school shall provide evidence of governing board
34 approval for all requested amendments in the form of a
35 governing board resolution or copy of official governing board
36 meeting minutes the specially detail the governing board
37 support and the amendment request.

- 1 5. At the sole discretion of the sponsor, additional information
2 or documentation may be requested for consideration of any
3 amendment request.
- 4 6. Any charter school seeking an amendment must demonstrate
5 the following:
- 6 a. success of the current academic program;
- 7 b. achievement of its goals and objectives, related to
8 accountability standards;
- 9 c. viability of the organization and school;
- 10 d. compliance with terms of the charter;
- 11 e. written evidence from at least fifty-one percent (51%) of
12 school parent households supporting each amendment
13 request, including parent contact information;
- 14 f. evidence that the school will continue serving the
15 existing currently enrolled students without negative
16 impact to that population; and
- 17 g. a copy of the school's most current Form 990, Return
18 of Organization Exempt from Income Tax, and all
19 schedules and attachments.
- 20 The sponsor may deny an amendment request if the legal
21 entity that holds the charter has an approved application(s)
22 for a charter school(s) that has not yet opened, has a charter
23 school(s) that fails to demonstrate any of items (a) – (d),
24 and/or are under investigation by any investigative authority.
25 The sponsor may also deny amendments that change the
26 legal entity holding the contract and with whom the sponsor
27 has initially contracted.
- 28 7. Additional Requirements for Specific Types of Amendment
29 Requests
- 30 a. Education Program Amendments
- 31 Significant changes in the curriculum and changes in
32 grade levels (except for high-performing charter
33 schools) constitute a change in the educational
34 program and shall require an amendment which may
35 include submission of a revised charter school
36 application pursuant to the initial application process.

1 Official written notification from the governing board
2 must be provided to [ESSCSCS](#) by March 1st if the
3 school intends to eliminate grade levels in the current
4 contract.

5 Requests for such amendments shall include the
6 following information and supporting documentation:

- 7 1) justification for change;
- 8 2) effective date of the change; and
- 9 3) evidence that financial implications, feasibility,
10 facility, and student access issues have been
11 addressed, including provision of required
12 resources, staff, and materials.

13 A charter school designated as high-performing
14 pursuant to State law shall notify the sponsor in
15 writing by March 1st, of the preceding school year, of
16 its intent to expand the grade levels it serves the
17 following year. The written notice shall specify the
18 grade levels that will be added and redistribution of
19 enrollment. Failure to timely notify the sponsor will
20 preclude the school from changing its grade levels
21 under this provision.

22 b. Location Amendments

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

- 26 a) description of location, including
27 identification as permanent or temporary,
28 and if the location will be temporary, the
29 request shall include the period of time
30 during which the school will be at the
31 temporary location;
- 32 b) effective date of the relocation;
- 33 c) evidence that financial implications,
34 feasibility, facility, and student access
35 issues have been addressed;
- 36 d) written evidence from at least fifty-one
37 percent (51%) of school parent

- 1 households supporting each amendment
2 request, including parent contact
3 information; and
- 4 e) evidence of the school's property interest
5 in the facility (owner or lessee).
- 6 2) The sponsor if not obligated to agree to requests
7 for additional facilities, campuses, and/or
8 locations associated with a charter school's
9 operations.
- 10 3) The school shall not change or add facilities or
11 locations at any time during the term of this
12 contract without prior approval of the sponsor
13 through the contract amendment process.
14 Violation of this provision constitutes a
15 unilateral amendment or modification of this
16 contract and good cause for termination.
- 17 4) If the request for a location amendment involves
18 a facility in which other schools are operating,
19 the names of the school(s), the grade levels,
20 number of classrooms, number of students in
21 each grade level, and the total number of
22 students enrolled in each school shall be
23 included in the request, in addition to the
24 information and documentation described in
25 paragraphs a and b above.
- 26 5) No later than fifteen (15) days prior to the
27 opening of schools or the initial use of the
28 facility by the school, the school shall have an
29 approved contract and evidence of all necessary
30 permits, licenses, zoning, use approval, facility
31 certification and other approvals required for
32 use of the facility by the local government.
- 33
- 34 6) If a charter school relocates from a facility that
35 is shared with another charter school having a
36 separate Master School Identification Number,
37 the charter school shall provide for an audit of
38 all equipment, educational materials and
39 supplies, curriculum materials, and other items
40 purchased or developed with federal charter
41 school program grant funds, and such items
42 must be transferred to the charter school's new
43 location. The audit report must be submitted to

1 | [the Department of Education within 60 days](#)
2 | [after completion in accordance with applicable](#)
3 | [statutory requirements.](#)

4 | c. Enrollment Capacity Amendments

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

- 7 | 1) justification for change;
8 | 2) effective date of the change;
9 | 3) evidence of proper facility approvals and/or
10 | allowable facility capacity;
11 | 4) evidence that financial implications, feasibility,
12 | facility, and student access issues have been
13 | addressed; and
14 | 5) evidence of demand.

15 | A charter school designated as high-performing
16 | pursuant to State law shall notify the sponsor in
17 | writing by March 1st, of the preceding school year, of
18 | its intent to increase enrollment the following year.
19 | The written notice shall specify the number of students
20 | by which the enrollment will increase, by grade level.
21 | Failure to timely notify the sponsor will preclude the
22 | school from amending its enrollment. [Student](#)
23 | [enrollment may not exceed the capacity of the facility](#)
24 | [at the time the enrollment increase will take effect.](#)
25 | [Facility capacity for purposes of grade level expansion](#)
26 | [shall include any improvements to an existing facility](#)
27 | [in which a majority of the students of the high-](#)
28 | [performing charter school will enroll.](#)

29 | d. Management Company Contract Amendments

30 | All proposed amendments to the contract between the
31 | school and the management company must be
32 | submitted to the sponsor prior to execution. Material
33 | changes to the original mission of the school's scope of
34 | services, or in the management company, may require
35 | an amendment to this contract.

- 1 8. The CRC shall be convened to negotiate any significant
2 amendments or any changes in the contract that significantly
3 deviate from the standard charter contract language.
- 4 9. Except certain amendments such as amendments
5 necessitated by sponsor policy amendments, high performing
6 charter school amendment requests pursuant to
7 F.S. 1002.331, and other amendments as determined by the
8 sponsor, whenever a contract is amended or renewed, it shall
9 be updated to comply with this policy and the current
10 standard charter contract.
- 11 10. Following Board approval, the Superintendent is authorized
12 to negotiate and execute contract amendments and addenda
13 on behalf of the Board after the Board approves policy
14 changes that are references in charter school contracts.

15 Schools of Hope

16
17 A School of Hope is defined under Section 1002.333, F.S., as a charter school
18 operated by a hope operator which serves students from one or more persistently
19 low-performing schools; is located in the attendance zone of a persistently low-
20 performing school or within a 5-mile radius of such school, whichever is greater; and
21 is a Title I eligible school.

22
23 Hope Operators are designated by the State Board of Education. A Hope Operator is
24 a nonprofit organization with tax exempt status under s. 501(c)(3) of the Internal
25 Revenue Code that operates three or more charter schools that serve students in
26 grades K-12 in Florida or other states with a record of serving students from low-
27 income families and is designated by the State Board of Education based on the
28 criteria established in law.

29
30 A. Proposal Submission Guidelines

- 31
32 1. School of Hope Proposals shall be submitted to the sponsor
33 via hand delivery or certified mail with a return receipt
34 requested to:

Clerk of the School Board
1450 N.E. 2nd Avenue, Suite 311
Miami, FL 33132

And copies to:
Office of Charter School Compliance and Support
1450 Northeast 2nd Avenue
Miami, Florida 33132

2. A Proposal consists of a School of Hope Notice of Intent (NOI) and a School of Hope Performance-based Agreement (PBA). A Hope Operator must use the most current NOI and PBA template developed by the Florida Department of Education (FDOE) in accordance with Rule 6A-1.0998271, F.A.C.

B. Establishment of a School of Hope

1. Upon receipt of the NOI and PBA by the Office of Charter School Compliance and Support (CSCS), the Hope Operator and the FDOE shall be noticed of the date of receipt, which shall serve as the date when the sixty-day period to enter into a School of Hope Performance-based Agreement begins.
2. Within ten (10) days of receipt of the NOI and PBA forms, CSCS shall notify the Hope Operator of any errors or omissions in the notice and PBA and afford the Hope Operator ten (10) days to complete and resubmit the forms.
3. Both parties may mutually agree, in writing, to extend the statutory timeline to review the NOI and execute the PBA. Such agreement shall detail the extension date and/or timeframe for implementation.
4. The PBA may be amended if both parties mutually agree to the amended terms. The amended performance-based agreement must include the signatures of both parties.
5. District facilities for a School of Hope shall be made available as allowed by law.

1 **Pre-Opening Requirements**

2 No later than fifteen (15) days prior to the initial use of the facility by the school, the
3 school shall have an approved contract and provide evidence of all necessary
4 permits, licensing, zoning, use approval, facility certification and other approvals
5 required for use of the facility by the local government. Failure to comply shall result
6 in automatic rescission of the contract, with no further action by the sponsor.

7 **School Governance/Management**

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

11 B. Charter School's Governing Board Requirements

12 1. The charter school's governing board shall be solely
13 responsible for the operation of the charter school which
14 includes, but is not limited to, school operational policies;
15 academic accountability; and financial accountability.

16 2. Each charter school governing board shall appoint a school
17 representative to facilitate parental involvement, conflict
18 resolution, provide access to information, assist parents and
19 others with questions and concerns, and resolve disputes.
20 The representative must reside in Miami-Dade County and
21 the representative's name and contact information must be
22 provided in writing to parents of children enrolled in the
23 school at least annually and must also be prominently posted
24 on the charter school's website.

25 3. The charter school's governing board shall hold at least
26 two (2) public meetings per school year in Miami-Dade
27 County. All governing board meetings must be noticed, open
28 and accessible to the public and attendees must be provided
29 the opportunity to receive information and provide input
30 regarding the charter school's operations. The appointed
31 representative and the principal or director, or designee, must
32 be physically present at each meeting.

33 4. Governing board members must:

34 a. notify the sponsor of changes in membership within
35 forty-eight (48) hours of change; and

1 b. successfully fulfill a background check by the sponsor,
2 as specified by law, within thirty (30) days of
3 appointment.
4

5
6 Costs of background screening shall not be borne by the
7 sponsor. However, the sponsor shall reimburse a charter
8 school the cost of background screening if it does not notify
9 the charter school of the eligibility of a governing board
10 members or instructional or non-instructional personnel
11 within the earlier of fourteen (14) days after receipt of the
12 background screening results from the Florida Department of
13 Law Enforcement or thirty (30) days of submission of
14 fingerprints by the governing board member or instructional
15 or non-instructional personnel.

16 5. Governing board members shall develop and approve by-laws
17 and policies which govern the operations of the board and the
18 charter school prior to execution of the charter contract and
19 annually consult with charter school staff to refine overall
20 policy decision-making of the charter school regarding
21 curriculum, financial management, and internal controls.
22

23 6. Governing board members shall not be an employee of the
24 charter school, management company, or receive
25 compensation, directly or indirectly, from the charter school's
26 operations, including but not limited to: grant funds;
27 lease/mortgage payments; or contracted service fees.

28 7. Governing board members shall participate in FLDOE
29 sponsored charter school governance training pursuant to
30 law and to ensure that each board member is aware of
31 his/her duties and responsibilities.

32 8. Dispute Procedures (Sponsor versus Charter School
33 Governing Board)

34 Application renewal and termination decisions are not subject
35 to this dispute resolution process and must follow the
36 procedures in the charter school statute and the charter
37 contract.

38 a. The sponsor and the charter school agree that the
39 existence and the details of a contract dispute
40 notwithstanding, both parties shall continue without
41 delay their performance under the charter contract,
42 except for any performance which may be directly
43 affected by such dispute. However, the sponsor may

- 1 withhold charter school payments for noncompliance
2 pursuant to the contract while a dispute is pending.
- 3 b. Either party shall notify the other party that a dispute
4 exists between them. The notification shall be in
5 writing and shall identify the article and section of the
6 contract that is in dispute and the grounds for the
7 position that such article and section is in dispute.
8 The matter shall be immediately submitted to the
9 sponsor and the charter school's director for further
10 consideration and discussion to attempt to resolve the
11 dispute.
- 12 c. Should the representatives named in paragraph (ii) be
13 unable to resolve the dispute within ten (10) days of
14 the date of notification by one to the other of the
15 existence of such dispute, then the matter may be
16 submitted by either party to the Superintendent and to
17 the school's governing board chair for further
18 consideration and discussion to attempt to resolve the
19 dispute.
- 20 d. Should the parties still be unable to resolve their
21 dispute within thirty (30) days of the date of
22 notification by one to the other of the existence of such
23 dispute, then the matter may be resolved as provided
24 by law.
- 25 9. Conflict Resolution (Charter School versus Parents/Legal
26 Guardians, Employees, and Vendors)
- 27 a. Charter schools shall adopt a conflict resolution
28 process that has been approved by the sponsor. All
29 conflicts between the charter school and the
30 parents/legal guardians of the students enrolled at the
31 charter school shall be handled by the charter school
32 or its governing board pursuant to the school's
33 approved dispute resolution process.
- 34 b. Evidence of each parent's/guardian's
35 acknowledgement of the charter school's Parent
36 Conflict Resolution Process shall be available for review
37 upon request by the sponsor.
- 38 c. All charter school governing boards shall notify their
39 employees, in writing, that charter school employees
40 are not Board employees and are subject to the
41 conditions, standards, and expectations established by

1 the charter school's governing board. All conflicts
2 between the charter school and the employees of the
3 charter school shall be handled by the charter school
4 or its governing board.

5 d. All conflicts between the charter school and vendors of
6 the charter school shall be handled by the charter
7 school or its governing board.

8 e. The sponsor shall be provided with the name and
9 contact information of the parties involved in the
10 charter school's conflict resolution process.
11 Representatives of the school's contracted vendors or
12 entities (e.g. education service providers, management
13 companies, consultants) may not serve as the conflict
14 resolution contact for conflicts between the school and
15 parents. The sponsor shall be notified immediately of
16 any change in the contact information.

17 10. Each charter school governing board will develop and
18 implement principal and teacher evaluation systems and
19 performance pay pursuant to law.

20
21 11. Each charter school shall maintain a website that enables the
22 public to obtain information regarding the school, as required
23 by law.
24

25 C. Management Companies/Education Service Provider

26 1. If a management company/education service provider or a
27 combination of contracted professionals will be managing the
28 charter school, the contract(s) between the charter school and
29 company(ies) shall be submitted to the sponsor for review
30 prior to the approval of the charter school's contract. If a
31 decision to hire any of these entities occurs subsequent to the
32 execution of the charter contract or amendment, the
33 contract(s) between the charter school and company(ies) shall
34 be submitted to the sponsor before any payment is made to
35 any of the entities.

36 2. Any amendments to these contracts shall be submitted to the
37 sponsor for approval prior to execution by the charter school.
38 A copy of all executed contracts must be provided to the
39 sponsor within the timeframe provided by the charter
40 contract.

- 1 3. All management company/education service provider
2 contracts with the charter school must make it clear that the
3 charter governing body shall retain and exercise continuing
4 oversight over all charter school operations. The contracts
5 must provide the ability for the charter school to terminate
6 the contract and that the management company/education
7 service provider must comply with the school's charter
8 contract with the sponsor. Additionally, all management
9 company/education service provider contracts with charter
10 schools shall contain clearly defined performance indicators
11 for evaluating the management company/education service
12 provider, initial contract execution date, and renewal
13 amendment provisions. Any default or breach of the terms of
14 the charter contract by the management
15 company(ies)/education service providers shall constitute a
16 default or breach of the charter contract by the charter
17 school.
- 18 4. Neither employees of the management company/education
19 service provider nor members of the management
20 company's/education service provider's, employees' families,
21 as defined by F.S. 1002.33(24)(6)2, shall serve on the charter
22 school's governing board or serve as officers of the
23 corporation.
- 24 5. The District may, at its sole determination, provide
25 management services to a charter school through a separately
26 negotiated management agreement.
- 27 D. Charter School Employees
- 28 1. A charter school shall disqualify instructional personnel and
29 school administrators, as defined in F.S. 1012.01, from
30 employment in any position that requires direct contact with
31 students if the personnel or administrators are ineligible for
32 such employment under F.S. 1012.315.
- 33 2. Charter school personnel may not appoint, employ, promote,
34 or advance any relative, or advocate for appointment,
35 employment, promotion, or advancement of any relative to a
36 position in the charter school in which the personnel are
37 serving or over which the personnel exercises jurisdiction or
38 control pursuant to F.S. 1002.33.

- 1 3. Before employing instructional personnel or school
2 administrators in any position that requires direct contact
3 with students, a charter school shall conduct employment
4 history checks of each of the personnel's or administrators'
5 previous employer(s), screen the instructional personnel or
6 school administrators through use of the educator screening
7 tools described in F.S. 1001.10(5), and document the
8 findings. If unable to contact a previous employer, the
9 charter school must document efforts to contact the
10 employer.
- 11 4. Employees, representatives, agents, subcontractors, vendors,
12 third party service providers, or suppliers who are permitted
13 access on school grounds when students are present, who
14 have direct contact with students or who have access to or
15 control of school funds must meet level 2 screening
16 requirements as described in F.S. 1012.32 and 435.04.
- 17 5. School employees shall not be hired prior to the sponsor's
18 receipt and review of the fingerprinting and Level 2
19 background screening results of the charter school applicants
20 from the Florida Department of Law Enforcement and the
21 Federal Bureau of Investigation. Potential school employees
22 shall submit official court dispositions for criminal offenses of
23 moral turpitude listed as part of their fingerprint results. The
24 school shall not to hire applicants whose fingerprint check
25 and Level 2 screening results reveal non-compliance with
26 standards of good moral character as determined by the
27 sponsor.
- 28 6. The school agrees to conduct general drug screening on all
29 applicants for instructional and non-instructional positions
30 with the school, including contracted personnel, in
31 compliance with Policy 1124, Drug-Free Workplace,
32 Policy 3124, and Policy 4124 and the *Miami-Dade County*
33 *Public Schools Drug-Free Workplace Technical Guide*. School
34 employees shall not be hired prior to the sponsor's receipt
35 and review of drug screening results. The school shall not
36 hire applicants who have received a negative drug screening
37 result.
- 38 7. Either the charter school or the applicant must pay the cost
39 of background screening.

1 **School Operations**

2 A. The charter school shall comply with the Charter School
3 Benchmarks, as disseminated by the sponsor for each school year.

4 B. The charter school shall utilize the Charter School Compliance
5 Monitoring System (CSCMS), or any other monitoring software or
6 compliance monitoring procedure required by the sponsor within the
7 timelines specified.

8 C. The sponsor may document, in writing, any discrepancies or
9 deficiencies--whether fiscal, educational, or related to school
10 climate--and the steps and timelines for correction and additional
11 monitoring. At a minimum, copies will be provided to the charter
12 school's governing board chair, charter school principal and
13 appropriate sponsor staff.

14 D. The charter school shall obtain the appropriate facility capacity
15 approvals from the jurisdictional authority where the facility is
16 located (i.e., county, municipality, or both). Only where a
17 municipality is unable to issue an official determination of allowable
18 occupancy, the charter school may submit an official document from
19 the municipality affirming that it is unable to issue an official
20 determination of allowable capacity and deferring to a registered
21 architect to establish allowable occupancy. In that event only, the
22 registered architect may submit an original letter attesting to the
23 allowable occupancy of the school and bearing the signature, seal,
24 and license number of the architect. The sponsor may withhold
25 monthly payments for FTE for enrollment that exceeds the capacity
26 specified by the charter contract or approved facility capacity.

27 E. The charter school's calendar will be consistent with the beginning
28 of the sponsor's calendar for every school year and must provide
29 instruction for the minimum number of days and minutes required
30 by law for other public schools. Should the charter school elect to
31 provide a summer program or year-round school, the charter school
32 shall notify the sponsor, in writing, each year to ensure appropriate
33 record keeping.

- 1 F. The school may choose to provide a summer school program using
2 State allocated funds. All students attending a summer school
3 session must be reported in FTE Survey 1 and Survey 4, as
4 appropriate. If a student enrolled in the school attends any of the
5 sponsor's summer school programs, the school shall reimburse the
6 sponsor for the cost of each student's summer school program. If
7 the school fails to comply with this provision, the sponsor may
8 deduct the appropriate amount from the school's subsequent FTE
9 payments or Federal funding payments as appropriate.
- 10 G. Code of Student Conduct (COSC), Student Handbooks, Curriculum
11 Bulletins, and Student/Parent Contracts
- 12 1. Only the sponsor may expel a student.
- 13 2. The charter school shall follow the sponsor's COSC or an
14 alternate code of conduct approved by the sponsor. The
15 sponsor shall be provided a copy of an approved alternate
16 student code of conduct annually. Any amendments must be
17 approved by the sponsor prior to implementation. Evidence
18 of governing board approval is required for amendments
19 proposed by the school.
- 20 3. Any student/parent handbook, curriculum bulletin, and
21 student/parent contract shall also be submitted to the
22 sponsor for approval prior to implementation. Any
23 amendments must be approved by the sponsor, prior to
24 implementation. Evidence of governing board approval is
25 required for all amendments proposed by the school. The
26 school may not persuade a parent to voluntarily withdraw
27 their child or involuntarily withdraw, dismiss, or transfer a
28 student, unless the withdrawal or transfer is accomplished
29 after appropriate due process is provided and according to the
30 approved Code of Student Conduct.
- 31 4. The charter school may be required to provide proof of
32 parent/guardian's receipt of student code of conduct,
33 handbook, or parent contract.

1 5. Violations of parent contracts shall not result in the student's
2 involuntary transfer, withdrawal, dismissal, or forfeiture of
3 current or future enrollment/re-enrollment. The school shall
4 not condition a student's enrollment on the parent signing
5 any contracts that include any of the prohibitions described
6 in this section.

7 6. The school may not require, or determine the amount of,
8 monetary donations in lieu of volunteer hours or other
9 parental obligations.

10 H. Enrollment Lottery and Wait List Documentation

11 The school shall maintain documentation of each enrollment lottery
12 conducted, as well as any student wait lists that are generated for a
13 period of three (3) years, or until applicable audits are completed,
14 and make them available to the sponsor upon request.

15 I. Admissions or Dismissals

16
17 Admission and/or dismissal must not be based on a student's
18 academic performance. Further, any dismissal must be aligned with
19 the processes outlined in the Code of Student Conduct approved by
20 the sponsor.

21
22 J.I. Charter School Student Transfers

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

27 1. The parent must be given the option to remain in the school
28 in which the student is currently enrolled.

29 2. General consent for student transfer is prohibited (e.g.,
30 consent included in a parent contract).

31 3. The transfer form used by the school must be approved by
32 the sponsor prior to use.

33 KJ. Food Service and Transportation

34 Unless otherwise determined at the sole discretion of the sponsor
35 and through a separate contract with the charter school,

1 | Transportation and food services shall be provided by the charter
2 | school according to District, State, and Federal laws, rules, and
3 | regulations.

4 | LK. Facility Leases

5 | 1. If a charter school will be leasing or subleasing a facility, the
6 | executed contract(s) between the charter school and landlord
7 | or sublessor, and the executed contract between the
8 | sublessor and the lessor, or facility owner, if applicable, shall
9 | be submitted to the sponsor for review at least fifteen (15)
10 | calendar days prior to the initial opening day of classes. The
11 | lease agreement shall be for the term of the charter contract.
12 | The lease shall be signed by the authorized member of the
13 | governing board as attested by the official governing board
14 | meeting minutes and/or corporate bylaws. In compliance
15 | with F.S. 196.1983, the charter school shall obtain from the
16 | landlord and provide to the sponsor, an affidavit from the
17 | owner of the leased property certifying that the property is
18 | exempt from ad valorem taxes, and documenting how the
19 | school shall receive full benefit of the exemption. In
20 | compliance with F.S. 286.23, the school shall obtain from the
21 | landlord and provide to the sponsor an affidavit from the
22 | owner of the leased property which shall include the required
23 | disclosure information.

24 | 2. Any amendments to the lease shall be submitted by the
25 | school to the sponsor for review prior to execution.

26 | 3. A copy of all executed contracts must be provided to the
27 | sponsor within the timeframe provided by law and/or charter
28 | contract.

29 | 4. Any default or breach of the terms of the charter contract by
30 | the lessor/sublessor shall constitute a default or breach of
31 | the charter contract by the charter school.

32 | 5. At its sole discretion, the sponsor may provide facilities to a
33 | District-managed charter school pursuant to a separate lease
34 | or use agreement.

35 | ML. Academic Accountability

36 | 1. The sponsor shall monitor all approved charter schools.
37 | District administrators, staff and all Board members shall
38 | have free and open access to the charter school at all times.

- 1 2. The sponsor shall monitor adherence to the educational and
2 related programs as specified in the approved application,
3 curriculum, instructional methods, any distinctive
4 instructional techniques to be used, reading programs and
5 specialized instruction for students who are reading below
6 grade level, compliance with State standards, assessment
7 accountability, and achievement of long- and short-term
8 goals. An analysis comparing the charter school's
9 standardized test scores to those of similar student
10 populations attending other public schools in the District will
11 also be conducted.
- 12 3. The charter school shall make annual progress reports to the
13 sponsor as indicated by the sponsor's Charter School
14 Benchmarks.
- 15 | 4. Exceptional Student Education
- 16 a. Exceptional Student Education (ESE) students shall be
17 educated in the least restrictive environment. The
18 charter school shall ensure that ESE students are
19 provided with programs and services implemented in
20 accordance with Federal, State, and local policies and
21 procedures and specifically, the IDEA, Section 504 of
22 the Rehabilitation Act of 1973, and other related
23 statutes and State Board of Education rules.
- 24 b. The charter school shall be responsible for the cost and
25 delivery of all educational and related services
26 indicated on a student's IEP, EP, or Section 504 Plan.
- 27 c. The sponsor shall evaluate students referred for
28 potential special education and gifted placement in
29 accordance with Federal and State statutes.
- 30 | d. Non-compliance with these requirements shall result
31 in the sponsor's withholding of subsequent payments
32 to the charter school without interest (including State
33 capital outlay payments), and may result in
34 non-renewal or termination for good cause.

- 1 5. English Language Learners (ELL) -- Students who are of
2 limited proficiency in English will be served by ESOL certified
3 personnel who will follow the sponsor's Limited English
4 Proficient Plan, which meets the requirements of the League
5 of United Latin American Citizens (LULAC) et al. v. State
6 Board of Education Consent Decree.
- 7 6. ~~All charter~~ Charter schools shall submit a School
8 Improvement Plan to the sponsor as required by law within
9 the timelines specified by the sponsor and the FLDOE. ~~that~~
10 ~~maintains or raises student academic achievement within the~~
11 ~~timelines specified by the sponsor and the FLDOE.~~
- 12 NM. Financial Accountability
- 13 1. In order to provide comparable financial information, charter
14 schools shall maintain all financial records in accordance
15 with the accounts and codes prescribed in the most recent
16 issuance of the publication titled, Financial and Program Cost
17 Accounting and Reporting for Florida Schools. Charter school
18 governing boards shall also annually adopt and maintain an
19 operating budget as required by F.S. 1002.33(9)(h). Charter
20 schools shall provide annual financial reports and program
21 cost report information in the State-required formats for
22 inclusion in the sponsor's reporting in compliance with
23 F.S. 1011.60(1) and 1002.33(9)(g). The financial statements
24 shall be prepared in accordance with Generally Accepted
25 Accounting Principles using governmental accounting,
26 regardless of corporate structure F.S. 1002.33(9)(g). The
27 annual financial audit must be in the State-required format.
- 28 2. First year charter schools may be required to provide the
29 sponsor any of the following, which may be in addition to
30 information otherwise required by law:
- 31 a. A sensitivity analysis and financial plan based on
32 enrollment of fifty percent (50%), seventy-five
33 percent (75%), and 100% of projected capacity.
- 34 b. Cash flow projections for the first year, displayed by
35 month, and a plan to fund any cash flow shortfalls,
36 updated monthly.
- 37 c. Contingency plans to replace any loss of State funds
38 for both operation and capital expenditures.

1 d. Within forty-five (45) days of month end,
2 reconciliations of all bank accounts, which must
3 include a copy of the entire bank statement of each
4 account, must be attached to the bank reconciliation.

5 3. Title I: Upon District Title I Schoolwide Program eligibility
6 designation, a memorandum of record will be mailed directly
7 to the governing board chairperson, for the upcoming school
8 year's Title I Schoolwide Program budget. The school shall
9 complete the Title I Budget Appropriation Details Form for the
10 upcoming school year using the allocation provided and in
11 accordance to the specified requirements, as listed in the
12 memorandum of record. The completed Title I Budget
13 Appropriation Details Form, signed and dated by the
14 Governing Board Chairperson, shall be submitted to the
15 Department of Title I Administration for review and approval.
16 The Title I Budget Appropriation Details Form will be
17 returned to the school to conduct expenditures as authorized.
18 If a Title I Schoolwide Program budget amendment becomes
19 necessary, the school must resubmit the request to the
20 Department of Title I Administration on the approved Budget
21 Appropriation Details Form, thirty (30) days in advance of the
22 identified need, and wait for signed authorization.

23
24 The school shall complete the District's Department of Title I
25 Administration Assurance of Accountability and Compliance
26 with Title I Schoolwide Programs Guidelines (FM-7346), and
27 submit it by said date to the Department of Title I
28 Administration office, certifying that the required evidence
29 sources to validate authorized Title I budgetary expenditures
30 have been compiled.

31
32 All documentation, including but not limited to, Title I
33 Accountability and Technical Assistance Team (A-TAT) School
34 Site Compliance documents, agendas, schedules, minutes,
35 time sheets, receipts, invoices, purchase orders, rosters, etc.,
36 must be maintained at the school for a minimum of five (5)
37 years to validate the use of Title I school site allocations.

38
39 Additionally, for purposes of determining Title I Schoolwide
40 Program eligibility, the District uses the schools' Free and
41 Reduced Price Lunch (FRPL) data from the Florida
42 Department of Education (FDOE) Bureau of Federal
43 Educational Programs via Survey 3. Therefore, the Title I
44 Schoolwide Program funding will only be provided based on

1 data from students entered into the District Lunch Program
2 Menu in the DSIS File with approved free or reduced-price
3 meal benefit prior to February FTE. ~~fTitle I: Upon District~~
4 ~~Title I Program designation, a memorandum of record will be~~
5 ~~mailed directly to the governing board chairperson, for the~~
6 ~~upcoming school year's Title I Program budget. The school~~
7 ~~shall complete and submit to Title I Administration for~~
8 ~~approval the school's Title I Budget Appropriation Details~~
9 ~~Form for the upcoming school year using the Title I allocation~~
10 ~~within specified Title I Programs as listed in the~~
11 ~~memorandum of record. The budget form will be returned to~~
12 ~~the school for expenditures as authorized. If a Title I Program~~
13 ~~budget amendment becomes necessary, the school must~~
14 ~~resubmit the request to the Title I Administration on the~~
15 ~~approved Budget Appropriation Details Form, thirty (30) days~~
16 ~~in advance of the identified need, and wait for signed~~
17 ~~authorization.~~

18
19 ~~———— The school shall complete the District's Title I Administration~~
20 ~~School Site Assurance of Accountability and Compliance~~
21 ~~Document (FM 7364), and submit by said date to the Title I~~
22 ~~Administration office, validating authorized Title I budgetary~~
23 ~~expenditures.~~

24
25 ~~———— All documentation, including but not limited to, Title I~~
26 ~~Accountability and Technical Assistance Team (A-TAT) School~~
27 ~~Site Compliance documents, agendas, schedules, minutes,~~
28 ~~time sheets, receipts, invoices, purchase orders, rosters, etc.,~~
29 ~~must be maintained at the school for a minimum of five (5)~~
30 ~~years to validate the use of Title I school site allocations.~~

31
32 ~~———— Additionally, for purposes of determining Title I student~~
33 ~~eligibility, the District uses the schools' Free and Reduced~~
34 ~~Price Lunch (FRPL) data from the FDOE Bureau of Federal~~
35 ~~Educational Programs via Survey 3. Therefore, Title I funding~~
36 ~~will only be provided for students entered into the District~~
37 ~~Lunch Program Menu in the ISIS File with approved free or~~
38 ~~reduced price meal benefit prior to February FTE. (The area~~
39 ~~that shows the student is eligible for free and reduced priced~~
40 ~~lunch.)~~

- 1 4. Financial Policies: The school shall establish and implement
2 accounting and reporting policies, procedures, and practices
3 for maintaining complete records of all receipts and
4 expenditures. The charter school shall provide a copy of
5 these policies to the sponsor upon request annually.
- 6 5. Payments to Charter Schools
- 7 a. Florida Education Finance Program (FEFP) Payments –
8 The sponsor shall calculate and submit twelve (12)
9 monthly payments to the charter school. The first
10 payment will be made by July 31st; and the other
11 payments will be made by the fifteenth (15th) of each
12 month beginning with August 15th.
- 13 b. Capital Outlay Payments – The sponsor shall make
14 payments to the school pursuant to law.
- 15 c. Miscellaneous Payments – The sponsor shall make
16 timely miscellaneous payments to the school upon
17 receipt of funding from the Florida Department of
18 Education (FLDOE) for various programs including
19 Title I and MAP.
- 20 d. Federal Entitlement Funding - Currently operating
21 schools requesting to receive Federal entitlement funds
22 (e.g., Title I, Title III, IDEA) rather than services
23 pursuant to State law and the charter contract, may
24 request a contract amendment in writing by March 1st.
25 The written notification shall include an official
26 governing board resolution or a copy of governing
27 board meeting minutes specifying the request. No
28 amendments for changes to be implemented in the
29 upcoming school year will be allowed if not submitted
30 by the March 1st deadline.

- 1 To receive entitlement funds, the school shall also
2 submit a complete application required by the sponsor
3 for the use of the funds that complies with all
4 applicable State rules and Federal regulations,
5 including but not limited to, the applicable Federal
6 Office of Management and Budget Circulars, the
7 Federal Education Department General Administrative
8 Regulations, and program-specific statutes, rules, and
9 regulations; and demonstrate that the school is
10 prepared and able to pay for required services on a
11 reimbursement basis so that services will be timely
12 provided and administration of Federal funds will be
13 properly monitored in compliance with applicable rules
14 and regulations.
- 15 e. Bank Account – The sponsor shall remit charter school
16 payments only to depository accounts in the same
17 name as the school. The school shall submit a bank
18 information form providing all necessary bank account
19 information and with an original signature of the
20 current governing board chair of the school. The
21 sponsor shall not send payments to a trust account,
22 any account not held or completely controlled by the
23 school, or any account that is part of any financing
24 agreement or debt security.
- 25 f. Conditions for Non-payment – The sponsor may
26 withhold payment, without interest, for violation of law
27 or as specified in the charter including, but not limited
28 to: failure to comply with financial requirements,
29 failure to provide proper banking wiring instructions,
30 exceeding contracted enrollment capacity or allowable
31 facility capacity, insufficient instructional minutes
32 and/or days, inappropriate facility licenses, approvals
33 and/or permits, failure to provide services to ESE or
34 ELL students as required by law, transferring students
35 without obtaining the required parental consent or in
36 violation of the Code of Student Conduct, if applicable,
37 and failure to obtain successful background clearance
38 for potential employees, contractors, and/or governing
39 board members.

- 1 6. Financial Reports: As specified by the Charter School
2 Benchmarks, the charter school shall provide to the sponsor
3 all required financial statements including monthly financial
4 statement summary sheet that contains a Balance Sheet and
5 a Statement of Revenues, Expenditures and Changes in Fund
6 Balances. The balance sheet and the statement of revenue,
7 expenditures, and changes in fund balance shall be in the
8 governmental funds format prescribed by the Governmental
9 Accounting Standards Board. A high-performing charter
10 school shall provide a quarterly financial statement in the
11 same format and requirements as the uniform monthly
12 financial statement summary sheet pursuant to law.
- 13 7. Annual Financial Statements
- 14 a. Unaudited June 30th year-end financial statements
15 and cost reports shall be submitted to the sponsor no
16 later than August 1st of each year. These financial
17 statements must be prepared in accordance with
18 Generally Accepted Accounting Principles using
19 governmental accounting.
- 20 b. Annual Financial Audit - The charter school agrees to
21 submit to and pay for an annual financial audit and
22 any legally authorized Special Purpose Statements of
23 the corporation, in compliance with Federal, State and
24 sponsor regulations, showing all revenue received,
25 from all sources, and all expenditures for services
26 rendered. The audit shall be conducted by an
27 independent certified public accountant selected by the
28 governing board of the charter school, and shall be
29 delivered to the sponsor no later than September ~~1st~~
30 15th of each year. If the charter school's audit reveals
31 a deteriorating financial condition~~deficit—financial~~
32 position, the sponsor and/or the auditors are required
33 to notify the charter school's governing board, the
34 sponsor and the Florida Department of Education in
35 the manner defined in the charter contract. No later
36 than May 1st of each year, the charter school must
37 formally notify the sponsor of the name, address, and
38 phone number of the auditor engaged to perform the
39 year end audit.

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- 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.
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- 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:
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- a) a provision specifying the services to be provided and fees or other compensation for such services;
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- b) a provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract; and
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- c) a provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.
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- c. Failure to comply with the timely submission of all financial statements in the required format specified by the sponsor, shall constitute a material breach of the charter contract and will result in the sponsor's withholding of subsequent payments to the charter school without interest, (including capital outlay payments), and may result in non-renewal or termination for good cause.
- 41 |
- d. Upon the sponsor's request, tThe school will annually provide ~~the sponsor~~ a copy of its Form 990, Return of Organization Exempt from Income Tax, and all schedules and attachments, within fifteen (15) days of
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1 | ~~filing with the IRS.~~ If the IRS does not require the
2 | Form 990 to be filed, the school will provide the
3 | sponsor with written confirmation from the IRS of such
4 | non-requirement. ~~The school shall also submit the~~
5 | ~~most recent Form 990 whenever the charter is~~
6 | ~~amended or renewed.~~

7 | 8. Capital Outlay Payment Process

8 | a. Using the State-issued online form, each charter
9 | school requesting capital outlay funds must submit a
10 | charter school Capital Outlay Plan to the
11 | FLDOE sponsor.

12 | b. ~~Upon receipt of a complete charter school Capital~~
13 | ~~Outlay Plan from a charter school, the sponsor's Chief~~
14 | ~~Financial Officer will convene a committee to review,~~
15 | ~~and make a recommendation for each charter school's~~
16 | ~~Capital Outlay Plan. If not enough information is~~
17 | ~~provided, the sponsor will forward without~~
18 | ~~recommendation. Upon accessing the charter school~~
19 | ~~Capital Outlay Plan from the FLDOE's online system,~~
20 | ~~CSCS will review the plan to ensure accuracy of~~
21 | ~~information submitted. If inaccuracies are identified,~~
22 | ~~CSCS shall inform the FLDOE. If further review is~~
23 | ~~deemed necessary, the sponsor's Chief Financial~~
24 | ~~Officer may convene a committee to review.~~

25 | c. The charter school Capital Outlay Plan Review
26 | Committee will be made up by the following District
27 | staff members:

28 | F

- 28 | 1) Chief Financial Officer (Chair)
- 29 | 2) Chief Facilities Officer or designee
- 30 | 3) Chief Budget Officer or designee
- 31 | 4) Controller or designee
- 32 | 5) Assistant Superintendent, Charter School
33 | Compliance and Support, or designee

34 | A majority of the entire membership constitutes a
35 | quorum for voting purposes.

- 1 d. Capital outlay payments will be distributed pursuant
2 to law.
- 3 e. The sponsor shall monitor the revenues and
4 expenditures of the charter school and perform the
5 duties provided in F.S. 1002.345. The sponsor may
6 request additional supporting documentation during
7 the review process which may include copies of
8 fully-executed contracts such as: lease or lease
9 purchase agreements, rental contracts, sales contracts,
10 or construction contracts. If a lease has been amended
11 or the location changed~~ds~~, a copy of the amended or
12 new lease shall be provided to the sponsor.
- 13 f. The charter school may use capital outlay funds only
14 for the purposes specified by law.
- 15 9. Review and Audit
- 16 a. The sponsor has the right at any time to review and
17 audit all financial records of the charter school to
18 ensure fiscal accountability and sound financial
19 management pursuant to F.S. 1002.33. The charter
20 school shall provide the sponsor with a copy of the
21 management letter from any audits as well as any
22 responses to the auditor's findings with a corrective
23 plan which shall be prepared and submitted within
24 thirty (30) days from the date of the management
25 letter.
- 26 b. Deteriorating Financial Condition and Financial
27 Emergencies (F.S. 1002.345)
- 28 1) Deteriorating Financial Condition –
29 “Deteriorating financial condition” means a
30 circumstance that significantly impairs the
31 ability of a charter school or a charter technical
32 career center to generate enough revenues to
33 meet its expenditures without causing the
34 occurrence of a condition described in
35 F.S. 218.503(1).
- 36 a) A charter school shall be subject to an
37 expedited review by the sponsor upon the
38 occurrence of any of the conditions
39 specified in F.S. 1002.345.

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- b) The sponsor shall notify the governing board within seven (7) business days after one or more of the conditions are identified or occur.
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- c) The governing board and the sponsor shall develop a corrective action plan and file the plan with the Commissioner of Education within thirty (30) business days after notification is received as provided in paragraph (2). If the governing board and the sponsor are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall 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 sponsor 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 sponsor, 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 sponsor 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 sponsor.

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- 4) The sponsor may require periodic appearances of governing board members and charter school representative.
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- c. A Financial Recovery Plan Staff Group (FRSG) shall be convened to review and monitor financial statements, corrective action plans and financial recovery plan(s) submitted by the charter school(s). The FRSG shall report progress and when applicable, make recommendations to the Chief Auditor. At least one (1) representative of the charter school must be available to answer questions.
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- 1) The FRSG shall be comprised of staff members from Financial Operations, Charter School Operations, and, when appropriate, the Office of Management and Compliance Audits.
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- 2) The Chief Auditor will present the FRSG's recommendation to the sSponsor's independent Audit Committee for review and recommendation to the Board.
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- 3) Inability to cure a deteriorating financial condition and/or status of financial emergency shall result in termination of the charter school contract.
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10. Grants
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- a. If the sponsor is required to be the fiscal agent for a grant, the charter school shall comply with the sponsor's grant procedures as indicated in the charter contract.
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- b. The sponsor 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.

- 1 c. The charter school is required to maintain adequate
2 records to support grant-funded programs for the
3 minimum years prescribed by the law. The sponsor
4 may review these records, upon reasonable notice.

5 **Charter Renewals**

6 Prior to renewal of a charter, the sponsor shall perform a program review to
7 determine the following:

- 8 A. the level of success of the current academic program,
9 B. achievement of the goals and objectives required by State
10 accountability standards and successful accomplishment of the
11 criteria under F.S. 1002.33(7)(a),
12 C. the viability of the organization,
13 D. compliance with terms of the charter, and
14 E. that none of the statutory grounds for non-renewal exist.

15 Any charter school seeking renewal shall be required to complete a charter renewal
16 application and undergo the ~~s~~Sponsor's renewal process. The charter renewal
17 application shall include supporting documentation for items (A)-(E) above.

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

1 **Terminations and Non-Renewals**

2 The sponsor 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 with clear and
4 convincing evidence.

5 A. Ninety-Day Termination/Non-Renewal: At least ninety (90) days'
6 prior to renewing or terminating a charter contract, the sponsor
7 shall notify the charter school governing board of the proposed
8 action in writing. The notice shall state in reasonable detail the
9 basis for the proposed action. Within fourteen (14) calendar days
10 after receiving the notice, the school's governing board may request
11 a hearing by filing a written request with the Board Clerk pursuant
12 to Board Policy 0133, who will forward the request to the Board
13 Attorney's Office. The school's decision to appeal and request a
14 hearing with the Division of Administrative Hearings (DOAH) must
15 be made in a legally advertised public meeting with a quorum
16 present. Official meeting minutes or an adopted resolution
17 documenting the action and evidence of proper meeting notice must
18 be submitted to the sponsor. If the request is legally sufficient
19 pursuant to F.S. Chapter 120(5)(b)4, the Board Attorney's office will
20 forward the request with the DOAH which will conduct the hearing
21 pursuant to F.S. Chapter 120. The DOAH's final recommended
22 order shall be submitted to the sponsor which will adopt a final
23 order. The final order shall state the specific reasons for the
24 sponsor's decision and provide it to the charter school's governing
25 board and the Department of Education no later than ten (10)
26 calendar days after issuance. The charter school's governing board
27 may, within thirty (30) calendar days after receiving the Board's final
28 order, appeal the decision pursuant to 120.68, F.S. The
29 administrative law judge shall award the prevailing party reasonable
30 attorney fees and costs incurred during the administrative
31 proceeding and any appeals.

32 B. Immediate Termination: The sponsor may immediately terminate a
33 charter school contract pursuant to law. Upon immediate
34 termination, the sponsor shall notify the charter school governing
35 board and principal in writing of the basis for the immediate
36 termination. Within ten (10) calendar days after receiving the
37 notice, the charter school may request a hearing by filing the
38 request in writing with the Board Clerk pursuant to Board
39 Policy 0133, who will forward the request to the Board Attorney's
40 Office. The school's decision to appeal and request a hearing with
41 the Division of Administrative Hearings (DOAH) must be made in a
42 legally advertised public meeting with a quorum present. Official

1 meeting minutes or an adopted resolution documenting the action
2 and evidence of proper meeting notice must be submitted to the
3 sponsor. If the request is legally sufficient pursuant to F.S.
4 Chapter 120(5)(b)4, the Board Attorney's office will forward the
5 request with the DOAH which will conduct the hearing pursuant to
6 F.S. Chapter 120, ~~and issue. The DOAH recommended order shall~~
7 ~~be submitted to the Board which will adopt~~ a final order. ~~The final~~
8 ~~order shall state the specific reasons for the sponsor's decision and~~
9 ~~provide it to the charter school's governing board and the~~
10 ~~Department of Education no later than ten (10) calendar days after~~
11 ~~issuance.~~The final order shall be issued within sixty (60) days after
12 the date of the request. The sponsor shall operate the school
13 through the date of issuance of the final order unless the continued
14 operation of the charter school would materially threaten the health,
15 safety, and welfare of the students. Failure by the sponsor to
16 assume and continue the operation of the charter school shall result
17 in the awarding of reasonable costs and attorney's fees to the
18 charter school if the charter school prevails on appeal. The charter
19 school's governing board may, within thirty (30) calendar days after
20 receiving the Board's final order, appeal the decision pursuant to
21 120.68, F.S. The administrative law judge shall award the prevailing
22 party reasonable attorney fees and costs incurred during the
23 administrative proceeding and any appeals.

24
25 Upon termination, the charter school must immediately provide the
26 sponsor access to its accounts and records, including but not
27 limited to, banking accounts, installment accounts, and student,
28 financial, and personnel records.

C. Voluntary Termination: The charter school's governing board may
also elect vote in a public meeting to voluntarily terminate its charter
contract during its term or not to renew the charter at the end of the
term.

29 1. ~~Upon election~~Required written notifications of the
30 termination/non-renewal by the charter school's governing
31 board, ~~notification, in writing,~~ shall be provided to the
32 parents and sponsor in accordance with Section 1002.33(7),
33 F.S., indicating~~including~~ the final date of operation. Official
34 meeting minutes or an adopted board resolution, signed by
35 the charter school's governing board chair and secretary,
36 indicating support of this action, and evidence of proper
37 meeting notice and parental notifications, shall accompany
38 the written notification provided to the sponsor.

- 1 2. Student records and copies of administrative, operational,
2 and financial records of the charter school shall be made
3 available to the sponsor immediately.
4
5 3. The sponsor shall notify the appropriate District offices so
6 appropriate action can be taken regarding: staffing and
7 planning; unencumbered public funds (except for capital
8 outlay funds and program grant funds); furniture, fixtures
9 and equipment purchased with public funds; and student
10 and financial records. Funds provided by a charter school to
11 a management company/education service provider to
12 | purchase property and assets for the school are public funds.
13

14 **Interpretation**

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

17 F.S. 39.203, 218.39, 218.391, 218.503(1), 286.23, 768.095, 1001.10(5)
18 F.S. 1001.41(1)(2), 1001.42(26), 1001.43(10), 1002.33, 1002.33(g), 1002.331,
19 | [1002.333](#)
20 F.S. 1002.345, 1011.60(1), 1012.01, 1012.315, 1012.32, 1013.62
21 | Chapter 96-186(1) Laws of Florida, [Rules 6A-1.0998271, 6A-6.0786, F.A.C.](#)
22

23 Revised 11/22/11
24 Revised 1/15/14

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1

DISPOSITION OF SURPLUS PROPERTY

2 The Superintendent shall review the property of the District periodically and dispose
3 of material and equipment which is no longer usable in accordance with this policy.

4 A. Instructional Material

5 The District shall review instructional materials (i.e. textbooks,
6 library books, manuals, support materials, etc.) periodically to
7 determine the relevance of such materials to the present world and
8 current instructional programs. The following criteria will be used
9 to review instructional materials for redistribution and possible
10 disposal:

11 1. concepts or content that do not support the current goals of
12 the curriculum

13 2. information that may not be current

14 3. worn beyond salvage

15 B. Tangible Personal Property

16 The District shall inspect the equipment used in the instructional
17 program periodically, to determine the condition and usability of
18 such equipment in the current educational program. Should the
19 equipment be deemed no longer serviceable or usable, the following
20 criteria will be used to determine possible disposal:

21 1. repair parts for the equipment no longer readily available

22 2. repair records indicate equipment has no usable life
23 remaining

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1 f. sold to used book dealers, recycling plants, pulp mills,
2 or other persons or firms, at the discretion of the
3 Superintendent and on terms most economically
4 advantageous to the Board.

5 Funds received will be added to the instructional
6 materials allocation.

7 2. Tangible Personal Property

8 Tangible personal property that is obsolete, uneconomical,
9 inefficient, or that serves no useful function shall be disposed
10 of as follows:

11 a. An appropriate Outgoing Controlled Equipment form is
12 to be used to record any request for disposition of a
13 described item of property and to record review and
14 approval by two (2) persons. These persons must be:

15 1) entirely familiar with the specified type of
16 equipment and qualified to appraise its
17 condition, its further usefulness, and the best
18 method of disposition; and

19 2) the location administrator to whom custody of
20 the property has been assigned.

21 b. Items approved for disposal as junk or salvage shall be
22 assigned to Stores and Mail Distribution warehouses
23 which will be the sole processor of disposal.

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1 c. Surplus Property Valued under \$5,000

2 The Board may, at its discretion, dispose of surplus
3 property valued under \$5,000 in a bid or auction, or
4 offer such property to governmental units or private
5 nonprofit agencies by direct sale or donation.

6 d. Surplus Property with a Value of \$5,000 or More

7 Surplus property with an estimated value of \$5,000 or
8 more shall be sold only to the highest responsible
9 bidder, or by public auction.

10 Auctions shall be advertised in the newspaper of general circulation
11 in the District's local area for not less than one (1) week nor more
12 than two (2) weeks prior to the auction date.

13 The disposal of property with a value of \$1,000 or more, or any
14 property included in a bid, auction, or donation, shall be approved
15 by and recorded in the minutes of the Board.

16
17 D. Availability of Facilities and Property Identified as Surplus, Marked
18 for Disposal, or Otherwise Unused

19
20 District facilities and property, including tangible personal property,
21 that are available because they are identified as surplus, marked for
22 disposal, or otherwise unused, shall be made available to charter
23 schools on the same basis as they are made available to other
24 District schools in accordance with law.

25 | F.S. 274.05, 274.06, 274.07, 1002.33, 1006.41; 1013.28
26 | 2 C.F.R. 200.312, 200.313

27 Revised 10/5/16

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