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## CHARTER SCHOOLS

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

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

### 13 **Application Procedure**

#### 14 A. Application Submission Guidelines

##### 15 1. Draft Application

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

##### 28 2. Final Standard Application

29 Final standard applications shall be submitted pursuant to the  
30 sSponsor's application packet. Applications must be received by  
31 the sSponsor no later than 4:30 p.m., on or before the annual  
32 submission deadline, August 1st. If the submission deadline  
33 falls on a non-business day, the deadline shall be postponed to

1 4:30 p.m. on the next business day. Applications submitted via  
2 electronically mail will not be accepted.

3 Applications shall be submitted to:

4 Charter School Support  
5 School Board Administration Building  
6 1450 Northeast 2nd Avenue  
7 Miami, Florida 33132

8 a. Individuals, organizations, institutions, and groups  
9 anticipating submission of an application are urged to  
10 contact the Office of Charter School Support (CSS) prior to  
11 ~~requesting~~ submitting an application.

12 b. The ~~s~~Sponsor and/or any of its designees shall not take  
13 unlawful reprisal against another Board employee because  
14 that employee is either directly or indirectly involved with a  
15 charter school application.

16 c. Applicants must submit an application on the most current  
17 Model Florida Charter School Application template with any  
18 other forms, templates, or appendices required by the state  
19 and/or the ~~s~~Sponsor.

20 d. The applicant and ~~s~~Sponsor may mutually agree, in writing,  
21 to extend the statutory timeline to consider the charter  
22 application. Such agreement shall detail the extension date  
23 or timeframe. If there is no agreement to extend the statutory  
24 timeline for a charter application review, the application may  
25 not be reviewed by the Application Review Committee. In that  
26 event, the Office of Charter School Support may forward the  
27 application directly to the Superintendent after the technical  
28 review with a recommendation to either approve or deny the  
29 application.

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

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

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B. Final Standard Application Evaluation Process

1. The District shall review all final applications using the current required evaluation instrument developed by the Florida Department of Education (FDOE) and may also review additional information required by the state and/or the sSponsor.

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

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3. The sSponsor shall deny any application (a) that does not comply with the statutory requirements and/or sponsor's instructions for charter school applications; or (b) where the applicant has made a material misrepresentation or false statement or concealed an essential or material fact in the application and/or during the application evaluation process.

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4. Special consideration may be given to applicants that demonstrate alignment with the District's strategic plan and/or that enhance equity and access to school choice options.

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45. Additional Information

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a. The sSponsor shall solicit and consider information to evaluate the applicant's ability to operate a charter school, such as: (1) history and background of individual applicants and/or founding governing boards and its individual members including, but not limited to, a demonstration of the professional experience or competence of those individuals or organizations applying to operate the charter school or those hired or retained to perform professional services; (2) the description of clearly delineated responsibilities and the policies and practices needed to effectively manage the charter school; (3) desired location and facility information; (4) whether the applicant currently operates charter schools in

Florida; and, (5) whether the proposed school will be a replication of an existing school design. A description of internal audit procedures and establishment of controls to ensure that the financial resources are properly managed must be included. This information shall be used to evaluate the applicant's ability to operate a charter school and considered when recommending approval or denial of an application.

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b. The applicant may provide evidence of prior experience in establishing and operating public charter schools. An applicant's history of establishing and operating charter schools shall be considered when recommending approval or denial of an application.

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c. If applicant is requesting to replicate a High Performing charter school, the applicant shall:

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

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2) provide evidence of substantial replication of the educational program of the existing High Performing school;

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3) clearly articulate in the body of the application that the proposed school is being submitted as a replication under F.S. 1002.331 (3)(a); and

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4) provide information substantiating that the applicant has not submitted a high performing replication application to any other school district in Florida during the current application cycle.

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56. Technical Review - The technical review may involve initial review of applications that comply with the ~~s~~Sponsor's application instructions and provide feedback recommendations to the Application Review Committee (ARC). If significant deficiencies are found, the application will not be reviewed by ARC but will be forwarded directly to the Superintendent with a recommendation for denial. If the applicant does not agree to extend the statutory deadline for charter application review, in order to meet statutory timelines, the application will be reviewed and may be

1 forwarded directly to the Superintendent with a  
2 recommendation to approve or deny the application.  
3 Applications may also be rejected without review or action by  
4 the ~~s~~Sponsor if they are in violation of the law.

5 a. The individuals conducting the technical review may  
6 include representatives from the following District  
7 departments (department names may be subject to  
8 change), as deemed necessary by the ~~s~~Sponsor, to  
9 properly review each application:

10 1) Assessment, Research and Data Analysis and  
Program Evaluation

11 2) ~~Curriculum and Instruction~~Academics and  
12 Transformation (including core subject areas,  
13 ELL, SPED, and Gifted)

14 3) ~~Financial e—SsSe~~services (including Budget,  
15 Accounting, Audit, and Risk Management)

16 4) School Operations (including Attendance, Food  
17 & Nutrition, and Transportation)

18 5) Facilities

19 6) Human Capital Management

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

22 67. Application Review Committee (ARC) - The purpose of this  
23 committee is to ~~identify deficiencies~~review in the written  
24 application, appendices, and historical performance, ~~of the~~  
25 applications forwarded for review. and/or other areas that  
26 require clarification to fully During the interview portion of  
27 this meeting, ARC members may solicit information from the  
28 applicant to evaluate the quality of the application or the  
29 capacity of the applicant to properly implement the proposed  
30 plan.

31 Applicants will be ~~notified invited and requested~~ to attend  
32 ~~the review~~the interview conducted by the ARC. The applicant  
33 shall have no more than ~~three-five~~ (35) individuals at the  
34 review who may participate in the interview process.  
35 Participation means providing verbal responses directly to  
36 questions and/or concerns raised by committee members. At

1 least one (1) founding governing board member shall be  
2 present and not more than a total of ~~two-four~~ (24) other  
3 individuals (i.e., consultants, lawyers, or management  
4 company representatives). Participation from other meeting  
5 attendees ~~shall not~~ may be allowed at the discretion of the  
6 Committee Chair.

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

17 a. The ARC shall include the Superintendent's cabinet  
18 members or appropriate designees from the following  
19 areas of expertise (department names may be subject  
20 to change):

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

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11) Exceptional Student Education

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.

d. Based on the type of application, individuals from other departments and/or external reviewers may participate on the Committee in an advisory role.

C. Appeals of Application Denials

1. Pursuant to State law, if an application is denied, the ~~s~~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 ~~s~~Sponsor. The applicant shall also file the appeal with the Board clerk.

2. If a high-performing charter school application is denied, the ~~District~~ Sponsor 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.

1 **Response to a District Competitive Solicitation**

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- 3 1. The Superintendent is authorized to utilize the Sponsor's competitive  
4 solicitation process to invite and solicit charter school applications that are  
5 aligned with and support the Sponsor's strategic plan.
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- 7 2. Applications submitted in response to a competitive solicitation may not also  
8 be submitted in the current standard application cycle.
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11 **Charter Contract and Contract Negotiation Process**

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

23 A. Charter Contract Review Committee (CRC)

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

29 The applicant shall have no more than ~~three~~five (3~~5~~5)  
30 individuals at the review who may participate in the process.  
31 Participation means providing direct responses to questions  
32 and/or concerns raised by committee members and actively  
33 negotiating terms of the agreement. At least ~~one~~two (1~~2~~2)  
34 governing board members shall be present and not more  
35 than a total of ~~two~~three (2~~3~~3) other individuals (i.e.,  
36 consultants, lawyers, or management company  
37 representatives). Participation from other meeting attendees  
38 ~~shall not~~may be allowed at the discretion of the Committee  
39 Chair.



1                   2.     The CRC shall include the Superintendent's cabinet  
2                   members or designees from the following areas of expertise  
3                   (department names are subject to change):

4                   a.     School Operations

5                   b.     Assessment, Research and Data Analysis, and  
6                   Program Evaluation

7                   c.     Federal and State Compliance

8                   d.     Charter School Support

9                   e.     ~~Curriculum and Instruction~~ Academics and  
10                  Transformation

11                  f.     Facilities

12                  g.     Financial ~~Operations~~ Services

13                  h.     Grants Administration

14                  i.     Human Capital Management

15                  j.     Management and Compliance Audits (non-voting)

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

18                  A majority of the entire membership shall constitute a  
19                  quorum. A quorum is required for any CRC  
20                  recommendations. Individuals from other departments  
21                  and/or external reviewers may participate on the Committee  
22                  in an advisory role.

23                  3.     Prerequisites for considering a contract or negotiating a  
24                  contract:

25                  a.     Evidence of a proper legal structure (e.g., articles of  
26                  incorporation, bylaws, municipal charter). The  
27                  applicant shall be a not for profit organized pursuant  
28                  to F.S. Chapter 617.

29                  b.     Actual location and evidence that a facility has been  
30                  secured for the term of the charter pursuant to this  
31                  policy.

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

5 d. The ~~s~~Sponsor may solicit additional information about  
6 the proposed facility from the landlord, mortgagee or  
7 appropriate jurisdictional agencies.

8 B. Request to Extend Negotiations/School Opening

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

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

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

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

35 5. An approved contract shall be automatically revoked, without  
36 further action by the ~~Board~~Sponsor, if the applicant does not  
37 open the school on: (1) the first day of school of the initial  
38 school year indicated in the contract, or (2) the first day of  
39 the school year indicated in the approved deferral, subject

1 also to the fifteen (15) day requirement for submitting  
2 facilities documentation in this policy.

3 C. Initial Charter Contract

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

7 2. Contract Prerequisites

8 CRC shall not be scheduled until all required documentation  
9 has been successfully submitted. No CRC shall be scheduled  
10 after the sSponsor's June Board meeting except at the sole  
11 discretion of the sSponsor.

12 a. Evidence of a proper legal structure to support the  
13 school's governance and tax exemption status (e.g.,  
14 articles of incorporation, bylaws, municipal charter,  
15 501(C)3 determination letter). The applicant shall be a  
16 not for profit organization pursuant to F.S.  
17 Chapter 617.

18 b. Actual location and evidence that a facility has been  
19 secured for the term of the charter.  
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22 1) Facility Documentation

Leased Facility - Evidence for a leased facility may include, but is not limited to: (1) a fully executed lease agreement signed by the duly authorized member of the governing board reflecting the parties to the agreement, term, rental rate, any and all expenses that will be the responsibility of the charter school, cancellation provisions and any other terms and conditions impacting the usability or financial viability of the site, including, but not limited to, the master lease if the lease is with a sublessor; or (2) an original signed and dated letter of intent on letterhead stationery from the duly authorized entity able and willing to lease a location/facility to the charter school. Such letter is to include, but is not limited to, the address of the facility, folio number, date of availability, proposed tenant improvements and

party responsible, proposed lease term (including options to extend), proposed rental rate for the initial term, and any other terms and conditions impacting the usability or financial viability of the site, including, but not limited to, the master lease if the lease is with a sublessor.

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

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

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

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

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D. Charter Contract Amendments

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1. There shall be no modification of any contractual provision(s) of the standard charter contract language, unless mutually agreed by both parties in writing. All amendments must be negotiated in compliance with the contract negotiation process. Unilateral modification made by the charter school is grounds for termination or non-renewal.

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2. Amendments may be considered by the sSponsor if either party can demonstrate that an amendment is necessary to protect the health, safety, or welfare of the students and/or the school has satisfactory academic performance, fiscal management, and operational compliance.

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3. Unless otherwise specifically allowed by law, all contract amendment requests shall be submitted in writing to Charter School Support by March 1st, by an authorized agent of the

1 charter school. Only requests pertaining to the health, safety,  
2 or welfare of students will be considered after March 1st. The  
3 sSponsor is not obligated to agree to any amendment  
4 requests unless required by law.

5 4. The charter school shall provide evidence of governing board  
6 approval for all requested amendments in the form of a  
7 governing board resolution or copy of official governing board  
8 meeting minutes ~~the~~ that specifically detail the governing  
9 board support and the amendment request.

10 5. At the sole discretion of the sSponsor, additional information  
11 or documentation may be requested for consideration of any  
12 amendment request.

13 6. Any charter school seeking an amendment must  
14 demonstrate the following:

15 a. success of the current academic program;

16 b. achievement of its goals and objectives, related to  
17 accountability standards;

18 c. viability of the organization and school;

19 d. compliance with terms of the charter;

20 e. (i) written evidence from at least ~~fifty-one~~thirty-three  
21 percent (5133%) of the school's parent households  
22 supporting each amendment request, including parent  
23 contact information or (ii) evidence from a publicly  
24 noticed meeting that a majority of the school's parent  
25 households in attendance demonstrated support for  
26 the amendment request and participating parent  
27 contact information;

28 f. evidence that the school will continue serving the  
29 existing currently enrolled students without negative  
30 impact to that population; and

31 g. a copy of the school's most current Form 990, Return  
32 of Organization Exempt from Income Tax, and all  
33 schedules and attachments.

1                    These requirements may be waived by the Sponsor for  
2                    emergency amendment requests affecting the health, safety,  
3                    and welfare of the school's students.  
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The sSponsor may deny an amendment request if the legal entity that holds the charter has an approved application(s) for a charter school(s) that has not yet opened, has a charter school(s) that fails to demonstrate any of items (a) – (d), and/or are under investigation by any investigative authority. The sSponsor may also deny amendments that change the legal entity holding the contract and with whom the sponsor has initially contracted.

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6                    7.        Additional Requirements for Specific Types of Amendment  
7                    Requests

8                    a.        Education Program Amendments

9                    Significant changes in the curriculum and changes in  
10                    grade levels (except for high-performing charter  
11                    schools) constitute a change in the educational  
12                    program and shall require an amendment which may  
13                    include submission of a revised charter school  
14                    application pursuant to the initial application process.  
15                    Official written notification from the governing board  
16                    must be provided to CSS by March 1st if the school  
17                    intends to eliminate or increase grade levels in the  
18                    current contract.

19                    Requests for such amendments shall include the  
20                    following information and supporting documentation:

- 21                    1)        justification for change;
- 22                    2)        effective date of the change; ~~and~~
- 23                    3)        evidence that financial implications, feasibility,  
24                    facility, and student access issues have been  
25                    addressed, including provision of required  
26                    resources, staff, and materials; and,  
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- 28                    4)        (i) written evidence from at least thirty-three  
29                    percent (33%) of the school's parent households  
30                    supporting the amendment request including  
31                    parent contact information or (ii) evidence from  
32                    a publicly noticed meeting that a majority of the  
33                    school's parent households in attendance



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- c) evidence that financial implications, feasibility, facility, and student access issues have been addressed;
  - d) (i) written evidence from at least ~~fifty-one~~thirty-three percent (5133%) of the school's parent households supporting each the amendment request, including parent contact information; and/or (ii) evidence from a publicly noticed meeting that a majority of the school's parent households in attendance demonstrated support for the amendment request and participating parent contact information; and,
  - e) evidence of the school's property interest in the facility (owner or lessee).
- 2) The sSponsor is not obligated to agree to requests for additional facilities, campuses, and/or locations associated with a charter school's operations.
- 3) The school shall not change or add facilities outside the current folio number(s) or locations at any time during the term of this contract without prior approval of the sSponsor through the contract amendment process. Violation of this provision constitutes a unilateral amendment or modification of this contract and good cause for termination.
- 4) If the request for a location amendment involves a facility in which other schools are operating, the names of the school(s), the grade levels, number of classrooms, number of students in each grade level, and the total number of students enrolled in each school shall be included in the request, in addition to the information and documentation described in paragraphs a and b above.
- 5) No later than fifteen (15) days prior to the opening of schools or the initial use of the facility by the school, the school shall have an approved contract and evidence of all necessary



1 permits, licenses, zoning, use approval, facility  
2 certification and other approvals required for  
3 use of the facility by the local government.

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.

A charter school designated as high-performing pursuant to State law shall notify the sSponsor in writing by March 1st, of the preceding school year, of its intent to increase enrollment the following year. The written notice shall specify the number of students by which the enrollment will increase, by grade level. Failure to timely notify the sSponsor will preclude the school from amending its enrollment.

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16 d. Management Company Contract Amendments

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

- 23 8. The CRC shall be convened to negotiate any significant  
24 amendments or any changes in the contract that  
25 significantly deviate from the standard charter contract  
26 language.  
27 9. Except certain amendments such as amendments  
28 necessitated by sSponsor policy amendments, high

1 performing charter school amendment requests pursuant to  
2 F.S. 1002.331, and other amendments as determined by the  
3 ~~s~~Sponsor, whenever a contract is amended or renewed, it  
4 shall be updated to comply with this policy and the current  
5 standard charter contract.

6 10. Following ~~Board-Sponsor~~ approval, the Superintendent is  
7 authorized to negotiate and execute contract amendments  
8 and addenda on behalf of the ~~Board-Sponsor~~ after the ~~Board~~  
9 ~~Sponsor~~ approves policy changes that are referenceds  
10 in charter school contracts.

11 **Pre-Opening Requirements**

12 No later than fifteen (15) days prior to the initial use of the facility by the school, the  
13 school shall have an approved contract and provide evidence of all necessary  
14 permits, licensing, zoning, use approval, facility certification and other approvals  
15 required for use of the facility by the local government. Failure to comply shall result  
16 in automatic rescission of the contract, with no further action by the ~~s~~Sponsor.

17 **School Governance/Management**

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

19 B. Charter School's Governing Board Requirements

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

24 2. Each charter school governing board shall appoint a school  
25 representative to facilitate parental involvement, conflict  
26 resolution, provide access to information, assist parents and  
27 others with questions and concerns, and resolve disputes.  
28 The representative must reside in Miami-Dade County and  
29 the representative's name and contact information must be  
30 provided in writing to parents of children enrolled in the  
31 school at least annually and must also be prominently  
32 posted on the charter school's website.

33 3. The charter school's governing board shall hold at least  
34 two (2) public meetings per school year in Miami-Dade  
35 County. All governing board meetings must be noticed, open

1 and accessible to the public and attendees must be provided  
2 the opportunity to receive information and provide input  
3 regarding the charter school's operations. The appointed  
4 representative and the principal or director must be  
5 physically present at each meeting.

6 4. Governing board members must:

| 7 a. notify the sSponsor of changes in membership within  
8 forty-eight (48) hours of change; and

9 b. successfully fulfill a background check by the  
| 10 sSponsor, as specified by law, within thirty (30) days  
11 of appointment.

12 Costs of background screening shall not be borne by the  
| 13 sSponsor.

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

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

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

29 8. Dispute Procedures (Sponsor versus Charter School  
30 Governing Board)

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

| 35 a. The sSponsor and the charter school agree that the  
36 existence and the details of a contract dispute  
37 notwithstanding, both parties shall continue without  
38 delay their performance under the charter contract,

1 except for any performance which may be directly  
2 affected by such dispute. However, the sSponsor may  
3 withhold charter school payments for noncompliance  
4 pursuant to the contract while a dispute is pending.

5 b. Either party shall notify the other party that a dispute  
6 exists between them. The notification shall be in  
7 writing and shall identify the article and section of the  
8 contract that is in dispute and the grounds for the  
9 position that such article and section is in dispute.  
10 The matter shall be immediately submitted to the  
11 sSponsor and the charter school's director for further  
12 consideration and discussion to attempt to resolve the  
13 dispute.

14 c. Should the representatives named in paragraph (ii) be  
15 unable to resolve the dispute within ten (10) days of  
16 the date of notification by one to the other of the  
17 existence of such dispute, then the matter may be  
18 submitted by either party to the Superintendent and  
19 to the school's governing board chair for further  
20 consideration and discussion to attempt to resolve the  
21 dispute.

22 d. Should the parties still be unable to resolve their  
23 dispute within thirty (30) days of the date of  
24 notification by one to the other of the existence of  
25 such dispute, then the matter may be resolved as  
26 provided by law.

27 9. Conflict Resolution (Charter School versus Parents/Legal  
28 Guardians, Employees, and Vendors)

29 a. Charter schools shall adopt a conflict resolution  
30 process that has been approved by the sSponsor. All  
31 conflicts between the charter school and the  
32 parents/legal guardians of the students enrolled at  
33 the charter school shall be handled by the charter  
34 school or its governing board pursuant to the school's  
35 approved dispute resolution process.

36 b. Evidence of each parent's/guardian's  
37 acknowledgement of the charter school's Parent  
38 Conflict Resolution Process shall be available for  
39 review upon request by the sSponsor.

40 c. All charter school governing boards shall notify their  
41 employees, in writing, that charter school employees

1 are not Board employees and are subject to the  
2 conditions, standards, and expectations established  
3 by the charter school's governing board. All conflicts  
4 between the charter school and the employees of the  
5 charter school shall be handled by the charter school  
6 or its governing board.

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

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

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

22 C. Management Companies/Education Service Provider

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

33 2. Any amendments to these contracts shall be submitted to  
34 the sSponsor for approval prior to execution by the charter  
35 school. A copy of all executed contracts must be provided to  
36 the sSponsor within the timeframe provided by the charter  
37 contract.

38 3. All management company/education service provider  
39 contracts with the charter school must make it clear that the  
40 charter governing body shall retain and exercise continuing  
41 oversight over all charter school operations. The contracts

1 must provide the ability for the charter school to terminate  
2 the contract and that the management company/education  
3 service provider must comply with the school's charter  
4 contract with the ~~s~~Sponsor. Additionally, all management  
5 company/education service provider contracts with charter  
6 schools shall contain clearly defined performance indicators  
7 for evaluating the management company/education service  
8 provider, initial contract execution date, and renewal  
9 amendment provisions. Any default or breach of the terms of  
10 the charter contract by the management  
11 company(ies)/education service providers shall constitute a  
12 default or breach of the charter contract by the charter  
13 school.

- 14 4. Neither employees of the management company/education  
15 service provider nor members of the management  
16 company's/education service provider's, employees' families,  
17 as defined by F.S. 1002.33(24)(6)2, shall serve on the charter  
18 school's governing board or serve as officers of the  
19 corporation.
- 20 5. The District may, at its sole determination, provide  
21 management services to a charter school through a  
22 separately negotiated management agreement.

23 D. Charter School Employees

- 24 1. A charter school shall disqualify instructional personnel and  
25 school administrators, as defined in F.S. 1012.01, from  
26 employment in any position that requires direct contact with  
27 students if the personnel or administrators are ineligible for  
28 such employment under F.S. 1012.315.
- 29
- 30 2. Charter school personnel may not appoint, employ, promote,  
31 or advance any relative, or advocate for appointment,  
32 employment, promotion, or advancement of any relative to a  
33 position in the charter school in which the personnel are  
34 serving or over which the personnel exercises jurisdiction or  
35 control pursuant to F.S. 1002.33.
- 36
- 37 3. Before employing instructional personnel or school  
38 administrators in any position that requires direct contact  
39 with students, a charter school shall conduct employment  
40 history checks of each of the personnel's or administrators'  
41 previous employer(s), screen the instructional personnel or  
42 school administrators through use of the educator screening  
43 tools described in F.S. 1001.10(5), and document the

1 findings. If unable to contact a previous employer, the  
2 charter school must document efforts to contact the  
3 employer.

4 4. Employees, representatives, agents, subcontractors, vendors,  
5 third party service providers, or suppliers who are permitted  
6 access on school grounds when students are present, who  
7 have direct contact with students or who have access to or  
8 control of school funds must meet level 2 screening  
9 requirements as described in F.S. 1012.32 and 435.04.

10 5. School employees shall not be hired prior to the sSponsor's  
11 receipt and review of the fingerprinting and Level 2  
12 background screening results of the charter school  
13 applicants from the Florida Department of Law Enforcement  
14 and the Federal Bureau of Investigation. Potential school  
15 employees shall submit official court dispositions for criminal  
16 offenses of moral turpitude listed as part of their fingerprint  
17 results. The school shall not ~~to~~ hire applicants whose  
18 fingerprint check and Level 2 screening results reveal non-  
19 compliance with standards of good moral character as  
20 determined by the sponsor.

21  
22 6. In accordance with F.S. 1002.33(12)(f), a charter school may  
23 not knowingly employ an individual who has resigned from a  
24 school district in lieu of disciplinary action with respect to  
25 child welfare or safety, or who has been dismissed for just  
26 cause by any school district with respect to child welfare or  
27 safety.

28 67. 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 Policyies 1124, ~~Drug-Free Workplace,~~  
32 ~~Policy 3124, and Policy 4124,~~ Drug-Free Workplace and the  
33 Miami-Dade County Public Schools Drug-Free Workplace  
34 Technical Guide. School employees shall not be hired prior to  
35 the sSponsor's receipt and review of drug screening results.  
36 The school shall not hire applicants who have received a  
37 negative drug screening result.

38 78. Either the charter school or the applicant must pay the cost  
39 of background screening.  
40

1 **School Operations**

2 A. The charter school shall comply with the ~~C~~charter ~~S~~school  
3 ~~B~~benchmarks, as disseminated by the ~~s~~Sponsor for each school  
4 year and may be evaluated annually using the Sponsor's  
5 performance framework.

6 B. The charter school shall utilize the ~~Charter School Compliance~~  
7 ~~Monitoring System (CSCMS), or any other monitoring software and~~  
8 comply with the performance framework procedures as or  
9 ~~compliance monitoring procedure~~ required by the ~~s~~Sponsor ~~within~~  
10 ~~the timelines specified.~~

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

17  
18 D. The Sponsor may differentiate its monitoring of a school's  
19 operations based on school academic, financial, and/or operational  
20 performance.

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

34 ~~E~~F. The charter school's calendar will be consistent with the beginning  
35 of the ~~s~~Sponsor's calendar for every school year and must provide  
36 instruction for the minimum number of days and minutes required  
37 by law for other public schools. Should the charter school elect to  
38 provide a summer program or year-round school, the charter school  
39 shall notify the ~~s~~Sponsor, in writing, each year to ensure  
40 appropriate record keeping.





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3 I. ~~H.~~ Annual Enrollment

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5 1. Annual Enrollment

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7 a. Annual Enrollment Capacity: No later than March 1 of each  
8 year, the school shall provide to the Sponsor the proposed  
9 enrollment capacity for the subsequent school year. The  
10 enrollment capacity shall be annually determined by the  
11 Governing Board in conjunction with the Sponsor based on  
12 factors set forth in F.S. 1002.33(10).

13  
14 b. Preliminary Enrollment Projections: No later than November 1  
15 of each year, the school shall provide the Sponsor the school's  
16 preliminary projected enrollment for the following school year.  
17 The projected enrollment shall not constitute a cap on the  
18 school's enrollment for the following school year.

19  
20 c. Final Enrollment Projection: No later than July 15 of each year,  
21 the school shall provide the Sponsor the school's final  
22 enrollment projection for the upcoming school year. Final  
23 enrollment is not annual capacity, but the school projection for  
24 how many students will be enrolled when the school year  
25 begins. The school shall not project enrollment or enroll  
26 students in excess of the physical capacity of the facility, unless  
27 the school operates multiple sessions, in which case the physical  
28 capacity shall not be exceeded during any session.

29  
30 2. Enrollment Lottery and Wait List Documentation

31  
32 Enrollment Lottery and Wait List Documentation - The school shall  
33 maintain documentation of each enrollment lottery conducted, as  
34 well as any student wait lists that are generated for a period of  
35 three (3) years, or until applicable audits are completed, and  
36 make them available to the Sponsor upon request. Lottery  
37 documentation shall be sufficient to allow the Sponsor to  
38 verify that the random selection process was fair, equitable,  
39 and aligned with applicable state statutes. At a minimum,  
40 the following documentation shall be maintained and  
41 available to the Sponsor upon request at all times:

42  
43 a. official current policies, processes and timelines related to  
44 the enrollment lottery and wait list and documentation  
45 showing that the school's governing board adopted them  
46 at a regular public meeting;

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

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IJ. Charter School Student Transfers

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

- 1. The parent must be given the option to remain in the school in which the student is currently enrolled. Students already enrolled must be provided with the option to remain enrolled at the charter school for the following school year.
- 2. General consent for student transfer is prohibited (e.g., consent included in a parent contract).



1 with F.S. 196.1983, the charter school shall obtain from the  
2 landlord and provide to the sSponsor, an affidavit from the  
3 owner of the leased property certifying that the property is  
4 exempt from ad valorem taxes, and documenting how the  
5 school shall receive full benefit of the exemption. In  
6 compliance with F.S. 286.23, the school shall obtain from  
7 the landlord and provide to the sSponsor an affidavit from  
8 the owner of the leased property which shall include the  
9 required disclosure information.

10 2. Any amendments to the lease shall be submitted by the  
11 school to the sSponsor for review prior to execution.

12 3. A copy of all executed contracts must be provided to the  
13 sSponsor within the timeframe provided by law and/or  
14 charter contract.

15 4. Any default or breach of the terms of the charter contract by  
16 the lessor/sublessor shall constitute a default or breach of  
17 the charter contract by the charter school.

18 5. At its sole discretion, the sSponsor may provide facilities to a  
19 ~~District managed~~ charter school managed by the District or a  
20 charter school established through a competitive solicitation  
21 issued by the Sponsor, pursuant to a separate lease or use  
22 agreement.  
23  
24

25 LN. Academic Accountability

26 1. The sSponsor shall monitor all approved charter schools.  
27 District administrators, staff and all Board members shall  
28 have free and open access to the charter school at all times.

29 2. The sSponsor shall monitor adherence to the educational  
30 and related programs as specified in the approved  
31 application, curriculum, instructional methods, any  
32 distinctive instructional techniques to be used, reading  
33 programs and specialized instruction for students who are  
34 reading below grade level, compliance with State standards,  
35 assessment accountability, and achievement of long- and  
36 short-term goals. An analysis comparing the charter school's  
37 standardized test scores to those of similar student  
38 populations attending other public schools in the District will  
39 also be conducted.

40 3. The charter school shall make annual progress reports to the  
41 sSponsor as indicated by the sSponsor's Charter School

1 Benchmarks and may be evaluated by the Sponsor using a  
2 performance framework developed by the Sponsor in  
3 collaboration with charter school stakeholders.

4 4. Exceptional Student Education

5 a. Exceptional Student Education (ESE) students shall  
6 be educated in the least restrictive environment. The  
7 charter school shall ensure that ESE students are  
8 provided with programs and services implemented in  
9 accordance with Federal, State, and local policies and  
10 procedures and specifically, the IDEA, Section 504 of  
11 the Rehabilitation Act of 1973, and other related  
12 statutes and State Board of Education rules.

13 b. The charter school shall be responsible for the cost  
14 and delivery of all educational and related services  
15 indicated on a student's IEP, EP, or Section 504 Plan.

16 c. The ~~s~~Sponsor shall evaluate students referred for  
17 potential special education and gifted placement in  
18 accordance with Federal and State statutes.

19 d. Non-compliance with these requirement shall result in  
20 the ~~s~~Sponsor's withholding of subsequent payments to  
21 the charter school without interest (including State  
22 capital outlay payments), and may result in non-  
23 renewal or termination for good cause.

24 5. English Language Learners (ELL) -- Students who are of  
25 limited proficiency in English will be served by ESOL certified  
26 personnel who will follow the sponsor's Limited English  
27 Proficient Plan, which meets the requirements of the League  
28 of United Latin American Citizens (LULAC) et al. v. State  
29 Board of Education Consent Decree.

30 6. All First year charter schools, and other charter schools, as  
31 required by law, a charter schools shall develop and submit a  
32 School Improvement Plan to the sSponsor that maintains or  
33 raises student academic achievement within the timelines  
34 specified by the sSponsor and the FLDOE.

35 MO. Financial Accountability

36 1. In order to provide comparable financial information, charter  
37 schools shall maintain all financial records in accordance  
38 with the accounts and codes prescribed in the most recent  
39 issuance of the publication titled, Financial and Program

1 Cost Accounting and Reporting for Florida Schools. Charter  
2 school governing boards shall also annually adopt and  
3 maintain an operating budget as required by F.S.  
4 1002.33(9)(h). Charter schools shall provide annual financial  
5 reports and program cost report information in the State-  
6 required formats for inclusion in the sSponsor's reporting in  
7 compliance with F.S. 1011.60(1) and 1002.33(9)(g). The  
8 financial statements shall be prepared in accordance with  
9 Generally Accepted Accounting Principles using  
10 governmental accounting, regardless of corporate structure  
11 F.S. 1002.33(9)(g). The annual financial audit must be in the  
12 State-required format.

13 2. First year charter schools may be required to provide the  
14 sSponsor any of the following, which may be in addition to  
15 information otherwise required by law:

16 a. A sensitivity analysis and financial plan based on  
17 enrollment of fifty percent (50%), seventy-five  
18 percent (75%), and 100% of projected capacity.

19 b. Cash flow projections for the first year, displayed by  
20 month, and a plan to fund any cash flow shortfalls,  
21 updated monthly.

22 c. Contingency plans to replace any loss of State funds  
23 for both operation and capital expenditures.

24 d. Within forty-five (45) days of month end,  
25 reconciliations of all bank accounts, which must  
26 include a copy of the entire bank statement of each  
27 account, must be attached to the bank reconciliation.  
28

29 3. Title I: Upon District Title I Program designation, a  
30 memorandum of record will be mailed directly to the  
31 governing board chairperson, for the upcoming school year's  
32 Title I Program budget. The school shall complete and submit  
33 to Title I Administration for approval the school's Title I  
34 Budget Appropriation Details Form for the upcoming school  
35 year using the Title I allocation within specified Title I  
36 Programs as listed in the memorandum of record. The  
37 budget form will be returned to the school for expenditures  
38 as authorized. If a Title I Program budget amendment  
39 becomes necessary, the school must resubmit the request to  
40 the Title I Administration on the approved Budget  
41 Appropriation Details Form, thirty (30) days in advance of  
42 the identified need, and wait for signed authorization.

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

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

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

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

30  
31 5. Transfers/Advances, Grants, and/or Loans – In accordance  
32 with F.S. 1011.69(2), transfers/advances, grants and/or  
33 loans made by a charter school to any entity, other than  
34 another charter school governed by the same legal entity and  
35 located in Miami-Dade County, are prohibited. Transfers  
36 shall be for educational purposes aligned to the mission and  
37 purposes of the charter school.  
38

39 6. Payments to Charter Schools  
40

41 a. Florida Education Finance Program (FEFP) Payments –  
42 The ~~s~~Sponsor shall calculate and submit twelve (12)  
43 monthly payments to the charter school. ~~The first~~  
44 ~~payment will be made by July 31st; and the other~~



1 ~~payments will be made by the fifteenth (15th) of each~~  
2 ~~month beginning with August 15th.~~

3  
4 1) All Charter Schools – Payments will be made  
5 monthly. The first payment will be made by  
6 July 31st and subsequent payments will be  
7 made by the fifteenth (15th) of each month  
8 beginning with August 15th.

9  
10 2) First Year Charter Schools – By July 15 of the  
11 school year in which a new charter school is to  
12 open, the school shall submit to the Sponsor an  
13 FTE projection by program. The Sponsor will  
14 analyze the projection and supporting  
15 documentation to determine the initial  
16 payment. Additional documents (e.g., student  
17 enrollment forms, student transfer forms,  
18 Integrated Student Information System rosters)  
19 may be required or requested to support the  
20 school’s projections.

21  
22 b. Capital Outlay Payments – The sSponsor shall make  
23 payments to the school pursuant to law.

24 c. Miscellaneous Payments – The sSponsor shall make  
25 timely miscellaneous payments to the school upon  
26 receipt of funding from the Florida Department of  
27 Education (FLDOE) for various programs including  
28 Title I and MAP.

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

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To receive entitlement funds, the school shall also  
submit a complete application required by the sponsor  
for the use of the funds that complies with all  
applicable State rules and Federal regulations,  
including but not limited to, the applicable Federal

1 Office of Management and Budget Circulars, the  
2 Federal Education Department General Administrative  
3 Regulations, and program-specific statutes, rules, and  
4 regulations; and demonstrate that the school is  
5 prepared and able to pay for required services on a  
6 reimbursement basis so that services will be timely  
7 provided and administration of Federal funds will be  
8 properly monitored in compliance with applicable  
9 rules and regulations.  
10

11 e. Bank Account – The ~~s~~Sponsor shall remit charter  
12 school payments only to depository accounts in the  
13 same name as the school. The school shall submit a  
14 bank information form providing all necessary bank  
15 account information and with an original signature of  
16 the current governing board chair of the school. The  
17 ~~s~~Sponsor shall not send payments to a trust account,  
18 any account not held or completely controlled by the  
19 school, or any account that is part of any financing  
20 agreement or debt security.  
21

22 f. Vendor Application – For payment purposes under  
23 this section only, charter schools will be considered  
24 vendors of the Sponsor. Each charter school shall  
25 submit a vendor application form with the bank  
26 information form and will be assigned a unique vendor  
27 number before any payments will be made to the  
28 school.

29 fg. Conditions for Non-payment – The sponsor may  
30 withhold payment, without interest, for violation of  
31 law or as specified in the charter including, but not  
32 limited to: failure to comply with financial  
33 requirements, failure to provide proper banking wiring  
34 instructions, exceeding contracted enrollment capacity  
35 or allowable facility capacity, insufficient instructional  
36 minutes and/or days, inappropriate facility licenses,  
37 approvals and/or permits, failure to provide services  
38 to ESE or ELL students as required by law,  
39 transferring students without obtaining the required  
40 parental consent or in violation of the Code of Student  
41 Conduct, if applicable, and failure to obtain successful  
42 background clearance for potential employees,  
43 contractors, and/or governing board members.

44 67. Financial Reports: As specified by the Charter School  
45 Benchmarks, the charter school shall provide to the sponsor

1 all required financial statements including monthly financial  
2 statement summary sheet that contains a Balance Sheet and  
3 a Statement of Revenues, Expenditures and Changes in Fund  
4 Balances. The balance sheet and the statement of revenue,  
5 expenditures, and changes in fund balance shall be in the  
6 governmental funds format prescribed by the Governmental  
7 Accounting Standards Board. A high-performing charter  
8 school shall provide a quarterly financial statement in the  
9 same format and requirements as the uniform monthly  
10 financial statement summary sheet pursuant to law.

11 78. Annual Financial Statements

12 a. Unaudited June 30th year-end financial statements  
13 shall be submitted to the ~~s~~Sponsor no later than  
14 August 1st of each year. These financial statements  
15 must be prepared in accordance with Generally  
16 Accepted Accounting Principles using governmental  
17 accounting.

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

33 1) Selection Procedures -- Charter schools shall  
34 use auditor selection procedures when selecting  
35 an auditor to conduct the annual financial  
36 audit pursuant to the processes described in  
37 F.S. 218.39 and 218.391, which includes, but  
38 is not limited to: the establishment of an audit

1 committee and request for proposal (RFP) for  
2 audit services, public advertisement of RFP,  
3 and development of evaluation and selection  
4 criteria.

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

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

14 b) a provision requiring that invoices for  
15 fees or other compensation be submitted  
16 in sufficient detail to demonstrate  
17 compliance with the terms of the  
18 contract

19 c) a provision specifying the contract  
20 period, including renewals, and  
21 conditions under which the contract may  
22 be terminated or renewed

23 c. Failure to comply with the timely submission of all  
24 financial statements in the required format specified  
25 by the sSponsor, shall constitute a material breach of  
26 the charter contract and will result in the sSponsor's  
27 withholding of subsequent payments to the charter  
28 school without interest, (including capital outlay  
29 payments), and may result in non-renewal or  
30 termination for good cause.

31  
32 d. The school will annually provide the sSponsor a copy  
33 of its Form 990, Return of Organization Exempt from  
34 Income Tax, and all schedules and attachments,  
35 within fifteen (15) days of filing with the IRS. If the IRS  
36 does not require the Form 990 to be filed, the school  
37 will provide the sSponsor with written confirmation  
38 from the IRS of such non-requirement. The school  
39 shall also submit the most recent Form 990 whenever  
40 the charter is amended or renewed.

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8. Capital Outlay Payment Process

- a. Using the State-issued online form, each charter school requesting capital outlay funds must submit a charter school Capital Outlay Plan to the sSponsor.
  
- b. Upon receipt of a complete charter school Capital Outlay Plan from a charter school, the sponsor's Chief Financial Officer will convene a committee to review, and make a recommendation for each charter school's Capital Outlay Plan. If not enough information is provided, the sSponsor will forward without recommendation.
  
- c. The charter school Capital Outlay Plan Review Committee will be made up by the following District staff members:
  - 1) Chief Financial Officer (Chair)
  - 2) Chief Facilities Officer or designee
  - 3) Chief Budget Officer or designee
  - 4) Controller or designee
  - 5) Assistant Superintendent, Charter School Support, or designeeA majority of the entire membership constitutes a quorum for voting purposes.
  
- d. Capital outlay payments will be distributed pursuant to law.
  
- e. The sSponsor shall monitor the revenues and expenditures of the charter school and perform the duties provided in F.S. 1002.345. The sponsor may request additional supporting documentation during the review process which may include copies of fully-executed contracts such as: lease or lease purchase agreements, rental contracts, sales contracts, or construction contracts. If a lease has been amended or the location changes, a copy of the amended or new lease shall be provided to the sSponsor.

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

9. Review and Audit

a. The sSponsor has the right at any time to review and audit all financial records of the charter school to ensure fiscal accountability and sound financial management pursuant to F.S. 1002.33. The charter school shall provide the sSponsor with a copy of the management letter from any audits as well as any responses to the auditor's findings with a corrective plan which shall be prepared and submitted within thirty (30) days from the date of the management letter.

b. The Sponsor may annually evaluate each charter school's financial performance using a performance framework developed by the Sponsor in collaboration with charter school stakeholders.

b.c. Deteriorating Financial Condition and Financial Emergencies (F.S. 1002.345)

1) Deteriorating Financial Condition – "Deteriorating financial condition" means a circumstance that significantly impairs the ability of a charter school or a charter technical career center to generate enough revenues to meet its expenditures without causing the occurrence of a condition described in F.S. 218.503(1).

a) A charter school shall be subject to an expedited review by the sSponsor upon the occurrence of any of the conditions specified in F.S. 1002.345.

b) The sSponsor shall notify the governing board within seven (7) business days after one or more of the conditions are identified or occur.

c) The governing board and the sSponsor shall develop a corrective action plan, in a format prescribed by the Sponsor, and file the plan with the Commissioner of Education within thirty (30) business

- 1 days after notification is received as  
2 provided in paragraph (2). If the  
3 governing board and the sSponsor are  
4 unable to agree on a corrective action  
5 plan, the Commissioner of Education  
6 shall determine the components of the  
7 plan. The governing board shall  
8 implement such plan.
- 9 d) Failure to implement the corrective  
10 action plan within one (1) year shall  
11 result in additional action prescribed by  
12 the State Board of Education, including  
13 the appearance of the chair of the  
14 governing board before the State Board  
15 of Education.
- 16 e) The sSponsor may require periodic  
17 appearances of governing board  
18 members and charter school  
19 representative.
- 20 2) Financial Emergency – The charter shall ensure  
21 that, if a charter school's internal audit or  
22 annual financial audit reveals a state of  
23 financial emergency as defined by F.S. 218.503  
24 or deficit financial position, the auditors shall  
25 notify the charter school's governing board, the  
26 sSponsor, and the Florida Department of  
27 Education. If the charter school is found to be  
28 in a state of financial emergency, a financial  
29 recovery plan shall be filed with the sSponsor  
30 and the Florida Department of Education,  
31 pursuant to F.S. 1002.345.
- 32 3) Annual progress of the corrective action plans  
33 and/or financial recovery plans shall be  
34 included in an annual progress report to the  
35 sSponsor.

1 4) The sSponsor may require periodic appearances  
2 of governing board members and charter school  
3 representative.

4 e.d. A Financial Recovery Plan Staff Group (FRSG) shall be  
5 convened to review and monitor financial statements,  
6 corrective action plans and financial recovery plan(s)  
7 submitted by the charter school(s). The FRSG shall  
8 report progress and when applicable, make  
9 recommendations to the Chief Auditor. At least one (1)  
10 representative of the charter school must be available  
11 to answer questions.

12 1) The FRSG shall be comprised of staff members  
13 from Financial Operations, Charter School  
14 Operations, and, when appropriate, the Office  
15 of Management and Compliance Audits.

16 2) The Chief Auditor will present the FRSG's  
17 recommendation to the Sponsor's independent  
18 Audit Committee for review and  
19 recommendation to the Board.

20 3) Inability to cure a deteriorating financial  
21 condition and/or status of financial emergency  
22 shall result in termination of the charter school  
23 contract.

24 10. Grants

25 a. If the sSponsor is required to be the fiscal agent for a  
26 grant, the charter school shall comply with the  
27 sSponsor's grant procedures as indicated in the  
28 charter contract.

29 b. The sSponsor shall receive written approval from the  
30 charter school to include the charter school in a  
31 sSponsor-wide grant. The appropriate pro-rata share  
32 of grants will be allocated to the charter school, as  
33 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
- 6 d. Charter School Program Grant (CSP) – The Sponsor  
7 shall advance cash to the charter school grant  
8 recipient to cover its estimated disbursement needs  
9 for an initial period. All payments thereafter will be on  
10 a reimbursement basis only.
- 11
- 12 1) For a charter school entering the planning  
13 phase of the grant cycle, funds will be  
14 disbursed on a cash advance basis for the full  
15 award amount.
- 16
- 17 2) For a charter school transitioning from the  
18 planning phase to the implementation phase of  
19 the grant cycle, funds will be disbursed as  
20 follows:
- 21
- 22 i. an initial cash advance installment of  
23 twenty-five percent (25%) of the  
24 implementation award will be made;
- 25
- 26 ii. after the initial payment, schools will be  
27 required to submit a Payment Request  
28 supported by adequate documentation,  
29 including but not limited to, copies of  
30 invoices, cancelled checks, purchase  
31 orders, and/or time sheets; and
- 32
- 33 iii. only after receipt and review of the  
34 Payment Request and supporting  
35 documentation will the School be eligible  
36 to receive the remaining payments.  
37 These payments will only be made if the  
38 expenditures are allowable and in  
39 accordance with the Sponsor’s  
40 instructions.
- 41
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1 **Charter Renewals**

2 Prior to renewal of a charter, the Sponsor shall perform a program review to  
3 determine the following:

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

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

14  
15 Charter renewal applications will only be approved if the school meets all statutory  
16 requirements, is fulfilling the obligations outlined in the charter, and is meeting  
17 expectations on the Sponsor's performance framework.

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

1 **Terminations and Non-Renewals**

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

A. Ninety-Day Termination/Non-Renewal: At least ninety (90) days' prior to renewing or terminating a charter contract, the sSponsor shall notify the charter school governing board of the proposed action in writing. The notice shall state in reasonable detail the basis for the proposed action. Within fourteen (14) calendar days after receiving the notice, the school's governing board may request a hearing by filing a written request with the Board Clerk pursuant to Board Policy 0133, who will forward the request to the Board Attorney's Office. The school's decision to appeal and request a hearing with the Division of Administrative Hearings (DOAH) 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 sSponsor. If the request is legally sufficient pursuant to F.S. Chapter 120(5)(b)4, the Board Attorney's office will forward the request with the DOAH which will conduct the hearing pursuant to F.S. Chapter 120. The DOAH recommended order shall be submitted to the sSponsor which will adopt a final order. The final order shall state the specific reasons for the sSponsor's decision and provide it to the charter school's governing board and the Department of Education no later than ten (10) calendar days after issuance.

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B. Immediate Termination: The sSponsor may immediately terminate a charter school contract pursuant to law. Upon immediate termination, the sSponsor shall notify the charter school governing board and principal in writing of the basis for the immediate termination. Within ten (10) calendar days after receiving the notice, the charter school may request a hearing by filing the request in writing with the Board Clerk pursuant to Board Policy 0133, who will forward the request to the Board Attorney's Office. The school's decision to appeal and request a hearing with the Division of Administrative Hearings (DOAH) 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 sSponsor. If the request is legally sufficient pursuant to F.S. Chapter 120(5)(b)4, the Board Attorney's office will forward the request with the DOAH which will conduct the hearing pursuant to F.S. Chapter 120. The DOAH recommended order shall be submitted to the Board which will adopt a final order. The final order shall state the specific reasons for the sponsor's decision and

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

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

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

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

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

1 **Charter Collaboration/Partnership**  
2

3 Through collaboration with a variety of choice delivery systems, the Sponsor may  
4 create a strategic plan to identify and deploy effective educational choice resources  
5 to students on the basis of need, equity, and academic value. The development of  
6 future choice options will be based on the goals established in the plan in an effort  
7 to provide equity and access to school choice options for all Miami-Dade County  
8 Public Schools' students.

9 **Interpretation**

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

12 F.S. 39.203, 218.39, 218.391, 218.503(1), 286.23, 768.095, 1001.10(5)

13 F.S. 1001.41(1)(2), 1001.42(12), (d), (15), (18) (26), 1001.43(2), (6), (10),

14 1002.33, ~~1002.33(g)~~, 1002.331

15 F.S. 1002.345, 1011.60(1), 1011.69(2), 1012.01, 1012.315, 1012.32, 1013.62

16 Chapter 96-186(1) Laws of Florida

17 Revised 11/22/11

18 Revised 1/15/14