Book	Policy Manual
Section	Please Completes
Title	ADMINISTRATIVE SALARY
Code	*po1410 ahm 10-26-22
Status	
Legal	F.S. 215.425 F.S. 1001.42 F.S. 1001.43 F.S. 1011.60 F.S. 1012.01 F.S. 1012.22 F.S. 1012.32 F.S. 1012.33 F.S. 1012.34 F.A.C. 6A-1.052, Salary Schedules to be Adopted for All Personnel F.A.C. 6A-1.064, Forms for Contracts for Instructional and Professional Administrative Personnel, and Other Personnel
Adopted	October 10, 2022

1410 - **ADMINISTRATIVE SALARY**

The base salary of all administrators shall be determined by the School Board and shall be authorized by the following salary schedules adopted by the Board on the recommendation of the Superintendent:

A. the annual salary schedule for District-based administrators;

B. the grandfathered salary schedule for school administrators who were hired before July 1, 2014; and

C. the performance salary schedule for school administrators who are hired after July 1, 2014, and those administrators who have opted into this performance salary schedule.

If budget constraints in any given year limit the Board's ability to fully fund all adopted salary schedules, the performance salary schedule shall not be reduced on the basis of total cost or the value of individual awards in a manner that is proportionally greater than reductions to any other salary schedules adopted by the District

Annual Salary Schedule for District-Based Administrators

The annual salary schedule for District-based administrators shall be used as the basis for paying administrators classified as District-based instructional administrators and District-based non-instructional administrators. For purposes of this salary schedule District-based instructional administrators include assistant, associate, or deputy superintendents and directors of major instructional areas, such as curriculum, Federal programs such as Title I, specialized instructional program areas such as exceptional student education, career education, and similar areas, and non-instructional administrators include assistant, associate, or deputy

superintendents and directors of major non-instructional areas, such as personnel, construction, facilities, transportation, data processing, and finance.

The annual salary schedule shall provide a salary adjustment for advanced degrees earned.

Performance Salary Schedule for School Administrators

Beginning July 1, 2014, school administrators new to the District, returning to the district after a break in service without an authorized leave of absence, or appointed for the first time to a school-based administrative position in the District shall be placed on the performance salary schedule. After receiving a recommendation from the Superintendent, the Board shall establish the base salary for these school-based administrators.

The base salary for administrators who choose to move from the grandfathered salary schedule to the performance salary schedule will be the salary they received in the prior year, including adjustments only.

A. Salary Adjustments

The annual salary adjustment under the performance salary schedule for a school-based administrator rated as highly effective must be greater than the highest annual salary adjustment available to a school-based administrator of the same classification through any other salary schedule adopted by the District.

The annual salary adjustment under the performance salary schedule for a school-based administrator rated as effective must be equal to at least fifty percent (50%), and no more than seventy-five percent (75%), of the annual adjustment provided for a highly effective school-based administrator of the same classification.

The performance salary schedule shall not provide an annual salary adjustment for a school-based administrator who receives a rating other than highly effective or effective for the year.

B. Salary Supplements

In addition to the annual salary adjustments described above, the Board shall also award salary supplements that are annual additions to the school-based administrator's salary.

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JEFFERSON COUNTY SCHOOLS

Book	Policy Manual
Section	Please Completes
Title	Professional Meetings
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Adopted	October 10, 2022

3243 - **PROFESSIONAL MEETINGS**

The School Board encourages opportunities for instructional staff members to develop increased competence, beyond that which they may attain through the performance of their assigned duties through attendance at professional meetings.

For purposes of this policy, a professional meeting shall be defined as:

A. any meeting that is related to the activities, duties, or responsibilities of instructional staff members as determined by the Superintendent;

B. a meeting through which direct value can be derived for the person in attendance for later use in the performance of District duties;

C. a collaborative effort with other districts, professional organizations, State foundations, and postsecondary educational institutions to, among other things, enhance classroom instructional strategies that promote rigor and relevance throughout the curriculum.

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Book	Policy Manual
Section	Please Completes
Title	PUBLIC COMPLAINTS
Code	*po9130 -TB 10.25.2022 ahm 10-26-22
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Adopted	October 10, 2022

9130 - **PUBLIC COMPLAINTS**

Any person or group, having an interest in the operations of this District shall have the right to present a request, suggestion, or complaint concerning District personnel, the program, or the operations of the District. At the same time, the School Board has a duty to protect its staff from unnecessary harassment. It is the intent of this policy to provide the means for judging each public complaint in a fair and impartial manner and to seek a remedy where appropriate.

It is the desire of the Board to rectify any misunderstandings between the public and the District by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences shall more formal procedures be employed.

Any requests, suggestions, or complaints reaching the Board, Board members, and the administration shall be referred to the Superintendent for consideration according to applicable policies.

Matters Regarding a Staff Member

A. First Level

If it is a matter specifically directed toward an instructional or support staff member or an administrator, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within the staff member's authority and District policies or administrative procedures.

As appropriate, the staff member shall report the matter and whatever action may have been taken to the supervisor.

B. Second Level

If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's supervisor.

C. Third Level

If a satisfactory solution is not achieved by discussion with the supervisor, a written request for a conference shall be submitted to the Superintendent. This request should include:

1. the specific nature of the complaint and a brief statement of the facts giving rise to it;
2. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
3. the action which the complainant wishes taken and the reasons why it is felt that such action be taken.

Should the matter be resolved in conference with the Superintendent, the Board may be advised of the resolution.

D. Fourth Level

Should the matter still not be resolved, or if it is one beyond the Superintendent's authority and requires a Board decision or

action, the complainant shall request, in writing, a meeting by the Board.

The Board, after reviewing all material relating to the case, shall grant a meeting before the Board, during a Board workshop.

The complainant shall be advised, in writing, of the Board's decision, no more than thirty (30) business days following the meeting. The Board's decision will be final on the matter, and it will not provide a meeting to other complainants on the same issue.

If the complainant contacts an individual Board member to discuss the matter, the Board member shall inform the complainant that s/he has no authority to act in his/her individual capacity and that the complainant must follow the procedure described in this policy.

Matters Involving Suspected Child Abuse, Substance Abuse, or Affects the Health, Welfare, and Safety of a Student

Alleged misconduct by District employees which involves suspected child abuse or substance abuse or affects the health, safety, or welfare of a student shall be reported to the Superintendent. The matter shall be investigated and, if necessary, appropriate action taken.

Matters Regarding the Superintendent

Should the matter be a concern regarding the Superintendent which cannot be resolved through discussion with the Superintendent, the complainant may submit a written request to the Board Chairman for a conference with the Board. This request shall include:

A. the specific nature of the complaint and a brief statement of the facts giving rise to it;

B. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;

C. the reason that the matter was not able to be resolved with the Superintendent;

D. the action which the complainant wishes taken and the reasons why it is felt that such action should be taken.

The Board, after reviewing the request, may grant a meeting before the Board, or a committee of the Board, or refer the matter, if permitted by State law, to an executive session.

The complainant shall be advised, in writing, of the Board's decision within thirty (30) business days.

Matters Regarding District Services or Operations

If the request, suggestion, or complaint relates to a matter of District procedure or operation, it should be addressed, initially, to the person in charge and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding an Instructional Staff Member".

Matters Regarding the Educational Program

If the request, suggestion, or complaint relates to a matter of District program, it should be addressed, initially, to the Principal or department supervisor and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding an Instructional Staff Member".

Challenges to Material Used in a Classroom, Made Available in a School Library, or Included on a Reading List

See Policy 2520 - *Selection and Adoption of Instructional Materials*/Policy 2521 - *Instructional Materials Program*.

Confidentiality

Pursuant to State law, a complaint of misconduct against a District employee, and all information obtained pursuant to an investigation by the District of the complaint of misconduct, are confidential and exempt from inspection or copying until the investigation ceases to be active, or until the District provides written notice to the employee who is the subject of the complaint, in the manner set forth below, that the District has either:

A. concluded the investigation with a finding not to proceed with disciplinary action or file charges, or

B. concluded the investigation with a finding to proceed with disciplinary action and/or to file charges. If the investigation results in such a finding, the District shall also file a legally sufficient complaint regarding the misconduct as required by State law and Policy 8141 - *Mandatory Reporting of Misconduct*.

Any material that is derogatory to an employee shall not be open to inspection for an additional ten (10) days after the employee has been notified either:

A. by certified mail, return receipt requested, to his/her address of record; or

B. by personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

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JEFFERSON COUNTY SCHOOLS

Book	Policy Manual
Section	Please Completes
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Adopted	October 10, 2022

9800 - **CHARTER SCHOOLS**

F.S. 1002.33 empowers the School Board with oversight responsibility for all charter schools situated within Jefferson County. The Board designates the Superintendent to receive and review all charter applications. The Superintendent shall recommend to the Board the approval or denial of each charter application and charter contract as required by State law. The Board shall have final authority, by majority vote, to approve or deny any application and charter contract.

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

If approved, the initial charter shall be for a term of five (5) years, excluding two (2) planning years. The Board may renew charters under the conditions and for terms as set forth in State law.

In addition, a charter school that satisfied the requirements set forth in State law for designation as a high-performing charter school may receive a modification of its term to fifteen (15) years or a fifteen (15) year charter renewal. The charter may be modified or renewed for a shorter term at the option of the high-performing charter school.

The Board shall enter into a charter with a charter operator and the focus is on three (3) areas of charter school operation: academic accountability, fiscal management, and governance. The Board, as sponsor, shall perform the duties provided in F.S. 1002.33.

Student academic achievement for all students is the most important factor when determining whether to renew or terminate a charter. Additionally, the Board has the right to non-renew or terminate any charter_only if the Board expressly_finds that one (1) of the following grounds exists by clear and convincing evidence:

A. fails to participate in the State's education accountability system created in F.S. 1008.31, or fails to meet the requirement for student performance as specified in the charter;

B. fails to meet generally accepted standards of fiscal management_due to deteriorating financial conditions or financial emergencies determined pursuant to F.S. 1002.345; and/or

C. materially violates the law.

Application Procedure

Potential applicants should send letters notifying the Board of their intent to submit an application to open a public charter school not later than July 1st. Such correspondence should be directed to the office of the Superintendent. Failing to send the letter of intent will in no way negatively impact the application.

Final Charter School Application

The District shall receive and consider charter school applications for charter schools to be opened at a time determined by the applicant._In addition, the Florida Charter School Review Commission, as authorized under F.S. 1002.3301, may solicit and review applications for charter schools to be located in this District. Within three (3) calendar days after an applicant submits an application for a charter school to the Commission for a charter school to be located in this District, the applicant must also provide a copy of the application to the District by submitting it to Superintendent.

Within thirty (30) calendar days after receiving a copy of the application, the District may provide input to the Commission on a form prescribed by the Florida Department of Education (FLDOE). If the Commission approves the application, the Board shall enter into a charter contract with the approved charter school applicant and serve as the charter school's sponsor in accordance with state law, rules, this policy, and District procedures.

The following pertains to the submission of a final application:

A. An individual, teachers, parents, a group of individuals, a municipality, or a legal entity organized under the laws of this State anticipating submission of an application are urged to contact the Superintendent for assistance prior to completion of an application.

B. Charter school applicants must participate in training provided by the FLDOE before filing an application unless they have participated in qualified training provided by the District.

C. The Board 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.

D. Applicants must submit an application on the FLDOE's Standard Florida Charter School Application template and forms.

E. The Board shall not charge any fees for processing or consideration of a final charter school application. The Board's approval of a charter shall not be predicated on the promise of any future pay of any kind.

F. The applicant and Board may mutually agree, in writing, to extend the statutory timeline to consider the charter application. Such agreement shall detail the extension date or timeframe.

G. Charter schools shall not use or bear the name of an existing traditional public, charter, or private/parochial school in Jefferson County.

Applications shall be submitted to:

The Superintendent of Schools
1490 West Washington Street
Monticello, Florida 32344

The Board shall review all applications using the evaluation instrument developed by the FLDOE.

Application Contents

A. State Application Form

Applications must be submitted using the Standard Charter School Application form developed and distributed by the FLDOE.

B. Statement of Assurances

Applicants are required to sign under the penalties of perjury the Statement of Assurances form contained within the Standard Charter School Application developed and distributed by the FLDOE, thereby attesting to the following:

1. The charter school will be nonsectarian in its programs, admission policies, employment practices, and operations.

2. The charter school will enroll any eligible student who submits a timely application unless the school receives a greater number of applications than there are spaces for students, in which case students will be admitted through a random selection process.

3. The charter school will adhere to the antidiscrimination provisions of F.S. 1000.05.

4. The charter school will adhere to all applicable provisions of State and Federal law relating to the education of students with disabilities, including the Individuals with Disabilities Education Act; Section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.

5. The charter school will adhere to all applicable provisions of Federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.

6. The charter school will participate in the Statewide assessment program created under F.S. 1008.22.

7. The charter school will comply with Florida statutes relating to public records and public meetings, including F.S. Chapter 119 and F.S. 286.011 which are applicable to applicants even prior to being granted a charter.

8. The charter school will obtain and keep current all necessary permits, licenses, and certifications related to fire, health, and safety within the building and on school property.

9. The charter school will provide for an annual financial audit in accordance with F.S. 218.39.

C. Draft Charter

The application must include a draft of the proposed charter and all forms required by the FLDOE. The information contained in the proposed charter must be in substantially the same format as the Florida Standard Charter Contract Form prescribed by the FLDOE.

D. Proposed Contracts for Services

Applicants anticipating a request for District services (i.e., transportation, payroll services, use of facilities, etc.) must include a proposed contract for each service desired.

Final Application Evaluation Process

A. The District shall receive and review all final applications using an evaluation instrument developed by the FLDOE.

B. The Board shall evaluate all timely applications as submitted. During the evaluation process, 1) applications cannot be amended and 2) missing documentation and unsolicited information will not be accepted or considered. However, as required by law, the Board shall allow the applicant, upon receipt of written notification, seven (7) calendar days to make technical or non-substantive corrections and clarifications, including, but not limited to corrections of grammatical, typographical, and like errors or to add missing signatures, if such errors are identified as cause to deny the final application.

C. The Board shall deny any final application that does not comply with the statutory requirements and/or Board's instructions for charter school applications.

D. Additional Information

1. The Board may solicit information regarding 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; and 2) the description of clearly delineated responsibilities and the policies and practices needed to effectively manage the charter school. A description of internal audit procedures and the establishment of controls to ensure that the financial resources are properly managed must be included. This information may be used to evaluate the applicant's ability to operate a charter school.

2. The Board may solicit additional information during the review and evaluation of the charter school application such as whether the applicant currently operates charter schools in Florida and if the proposed school will be a replication of an existing school design. This information may be used to evaluate the applicant's ability to operate a charter school.

3. The applicant may provide evidence of prior experience in establishing and operating public charter schools. Evidence of prior experience and success in establishing and operating charter schools shall be weighed in making a determination to recommend approval or denial of an application.

E. Application Review Committee (ARC)

The purpose of this committee is to identify deficiencies in the written application and/or areas that require clarification to fully evaluate the quality of the application or the capacity of the group to properly implement the proposed plan.

The ARC shall be comprised of members of the Superintendent's cabinet or their appropriate designees, school principals and other administrators from the following areas of expertise:

1. District/School Operations (chair);

2. Charter School Operations;

3. Curriculum and Instruction;

4. Education (school principal);

5. Facilities;

6. Financial Operations;

7. Human Resources;

8. Management and Compliance Audits (non-voting);

9. Special Education.

A majority of the entire membership constitutes a quorum for voting purposes. The chair shall be a non-voting member except in case of a tie vote.

Applicants shall be notified and given the opportunity to attend the review. The applicant will be encouraged to have at least one (1) governing board member present. The ARC may, at its sole discretion, evaluate the application without any additional input from the applicant if at least one (1) governing board member of the charter school is not available.

By majority vote, the ARC shall make a recommendation to the Superintendent to approve or deny each application.

All applications will be submitted to the Board by the Superintendent with a recommendation for approval or denial no later than ninety (90) calendar days after the application is received, unless the applicant and the Board mutually agree, in writing, to postpone the vote to a specific date, at which time the Board shall approve or deny the application.

An application submitted by a high-performing charter school that has satisfied the requirements set forth in State law for such designation or a high-performing charter school system as set forth in F.S. 1002.332 may be denied by the Board only if the Superintendent demonstrates by clear and convincing evidence that the application failed to meet one (1) or more of the criteria set forth in F.S. 1002.33(6)(b)(3)(b):

1. The application of a high-performing charter school does not materially comply with the requirements set forth in F.S. 1002.33(3)(a) or, for a high-performing charter school system, the application does not materially comply with F.S. 1002.332(2)(b).

2. The charter school proposed in the application does not materially comply with the requirements in F.S. 1002.33(9).

3. The proposed charter school's educational program does not substantially replicate that of the applicant's high-performing charter school.

4. The applicant has made a material misrepresentation or false statement or concealed an essential or material fact during the application process.

5. The proposed charter school's educational program and financial management practices do not materially comply with the requirements of F.S. 1002.33.

If the Board denies an application submitted by a high-performing charter school or a high-performing charter school system, the specific reasons, based upon the criteria set forth in F.S. 1002.33(3)(b), for the denial shall be provided in writing to the applicant and the FLDOE within ten (10) calendar days after such denial.

Appeal of a Decision to Deny a Final Application

Pursuant to State law, an applicant may, no later than thirty (30) calendar days after receiving the Board's final order denying a final application or upon the Board's failure to act on a final application, appeal the Board's decision to the State Board of Education. The application shall notify the Board of the appeal.

Such appeals shall be conducted in accordance with F.S. 1002.33(6) and applicable State Board rules.

In accordance with State Board rule, the State Board of Education shall by majority vote accept or reject the decision of the Board no later than ninety (90) calendar days after the appeal is filed. The State Board of Education shall remand the application to the Board with its written decision that the Board approves or deny the application. The Board shall implement the decision of the State Board of Education. The decision of the State Board of Education is not subject to the provisions of the Administrative Procedure Act.

If the Board denies an application submitted by a high-performing charter school or a high-performing charter school system, the Board shall, within ten (10) calendar days after such denial, state in writing the specific reasons, based upon the criteria of F.S. 1002.33 supporting its denial of the final application and must provide the letter of denial and supporting documentation to the applicant and to the Department. The applicant may appeal the Board's denial of the final application in accordance with F.S. 1002.33. If a high-performing charter school or a high-performing charter school system appeals the denial of an application, the State Board of Education shall determine whether the sponsor's denial was in accordance with F.S. 1002.33(b)3.b.

The sponsor shall act upon the decision of the State Board of Education within thirty (30) calendar days after it is received. The State Board of Education's decision is a final action subject to judicial review in the district court of appeal. A prevailing party may file an action with the Division of Administrative Hearings to recover reasonable attorney fees and costs incurred during the denial of the application and any appeals.

Appeal of a Proposed Termination or Nonrenewal of a Charter

Before a vote on any proposed action to renew, terminate, other than an immediate termination under F.S. 1002.33(8)(c), or to not renew the charter and at least ninety (90) days before the end of the school year the Board shall notify the charter school's governing board in writing of its proposed action to renew, terminate, or not renew the charter. A charter automatically renews with the same terms and conditions if notification does not occur at least ninety (90) days before the end of the school year. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the charter school's governing board may, within fourteen (14) calendar days after receiving the notice, request a hearing. The hearing shall be conducted by an administrative law judge assigned by the Florida Division of Administrative Hearings. The hearing shall be conducted within ninety (90) days after receipt of the request for a hearing and in accordance with F.S. Chapter 120. The administrative law judge's final order shall

be submitted to the Board. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the administrative proceeding and any appeals.

The charter school's governing board may, within thirty (30) calendar days after receiving the final order, appeal the decision pursuant to F.S. 120.68.

A charter may be terminated immediately if the Board sets forth in writing the particular facts and circumstances demonstrating that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists, that the immediate and serious danger is likely to continue, and that an immediate termination of the charter is necessary. The Board's determination is subject to the procedures set forth in F.S. 1002.33(8, b and c), except that the hearing may take place after the charter has been terminated. The Board shall notify in writing the charter school's governing board, the charter school principal, and FLDOE of the facts and circumstances supporting the immediate termination. The Board shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination, if applicable. Upon receiving written notice from the board, the charter school's governing board has ten (10) calendar days to request a hearing. A requested hearing must be expedited and the final order must be issued within sixty (60) days after the date of the request. The administrative law judge shall award reasonable attorney fees and costs to the prevailing party of any injunction, administrative proceeding, or appeal. The sponsor may seek an injunction in the circuit court in which the charter school is located to enjoin continued operation of the charter school if continued operation would materially threaten the health, safety, or welfare of the students.

Charter School Obligations Upon Initial Notification of Nonrenewal, Closure, or Termination of a Charter

Upon initial notification of nonrenewal, closure, or termination of its charter, a charter school may not expend more than $10,000 per expenditure without prior written approval from the District unless such expenditure was included within the annual budget submitted to the District pursuant to the charter contract, is for reasonable attorney fees and costs during the pendency of any appeal, or is for reasonable fees and costs to conduct an independent audit.

An independent audit shall be completed within thirty (30) days after notice of nonrenewal, closure, or termination to account for all public funds and assets.

A provision in a charter contract that contains an acceleration clause requiring the expenditure of funds based upon closure or upon notification of nonrenewal or termination is void and unenforceable.

A charter school may not enter into a contract with an employee that exceeds the term of the school's charter contract with the District.

A violation of this section triggers a reversion or clawback power by the District allowing for the collection of an amount equal to or less than the accelerated amount that exceeds normal expenditures. The reversion or clawback plus legal fees and costs shall be levied against the person or entity receiving the accelerated amount.

Charter Contract and Contract Negotiation Process

A standard charter contract shall be consistent with this policy and approved by the Contract Review Committee to be used as the basis for all charters approved under this policy. All contracts and contract amendments, as approved by the CRC, must be presented to the Board for approval. The charter contract must contain all information set forth in the Florida Standard Charter Contract Form prescribed by the FLDOE. The charter contract shall also include a provision requiring the charter school to be held responsible for all costs associated with, but not limited to, mediation, damages, and attorney fees incurred by the District in connection with complaints to the Office of Civil Rights or the Equal Employment Opportunity Commission.

A. <u>Initial Charter Contract</u>

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

2. Before a recommendation regarding whether or not the Board should approve an initial contract, evidence of the following shall be provided:

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

    b. Except for virtual charter schools, actual locations and evidence that a facility has been secured for the term of the charter, or a deadline for submitting evidence that a facility has been secured. Evidence should include, but is not limited to:

        1. letter of intent from the landlord or mortgagee indicating property usage and term of occupancy;

2. executed lease or certification of occupancy; and/or

3. use or occupational license indicating proper use.

All facilities must meet the requirements set forth in F.S. 1002.33.

B. Charter Contract Negotiations

The Board shall have thirty (30) days after approval of an application to provide an initial proposed charter contract to the charter school. The applicant and the Board shall have forty (40) days thereafter to negotiate and notice the charter contract for final approval by the Board unless both parties agree to an extension. The proposed charter contract shall be provided to the charter school at least seven (7) calendar days prior to the date of the meeting at which the charter is scheduled to be voted upon by the Board. The Department of Education shall provide mediation services for any dispute regarding this section subsequent to the approval of a charter application and for any dispute relating to the approved charter, except disputes regarding charter school application denials. If either the charter school or the sponsor indicates in writing that the party does not desire to settle any dispute arising under this section through mediation procedures offered by the Department of Education, a charter school may immediately appeal any formal or informal decision by the sponsor to an administrative law judge appointed by the Division of Administrative Hearings. If the Commission of Education determines that the dispute cannot be settled through mediation, the dispute may also be appealed to an administrative law judge appointed by the Florida Division of Administrative Hearings. The administrative law judge has final order authority to rule on issues of equitable treatment of the charter school as a public school, whether proposed provisions of the charter violate the intended flexibility granted charter schools by statute, or on any other matter regarding this section except a charter school application denial, a charter termination, or a charter nonrenewal and shall award the prevailing party reasonable attorney's fees and costs incurred during the mediation process, administrative proceeding, and any appeals to be paid by the losing party.

C. Request to Extend Negotiations/School Opening

1. The applicant and Board may mutually agree to extend the statutory timeline to negotiate and consider approval of the charter contract for a period not to exceed one (1) year from the approved opening date in the charter school application. Requests shall be submitted, in writing, to Charter School Operations by an authorized agent of the charter school, detailing the reason for the requested extension.

2. In the event that the statutory timeline to negotiate and enter into a charter contract is extended, the applicant shall update its charter school application prior to resuming negotiations with regard to: (1) updated budget; and (2) applicable application revisions necessitated by the delay.

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

4. A charter school may defer the opening of the school's operations for up to three (3) years to provide time for adequate facility planning. The charter school must provide written notice of such intent to the Board and the parents of enrolled students at least thirty (30) calendar days before the first day of school. In the event that the opening of the approved applicant's charter school is deferred, the applicant shall update its charter school application prior to the opening of the charter school with regard to: (1) updated budget; and (2) applicable application revisions.

5. An approved contract shall be automatically revoked, without further action by the Board, if the applicant does not open the school:

   a. on the first day of school of the initial school year indicated in the contract; or

   b. on the first day of the school year indicated in the approved deferral.

D. Charter Contract Amendments/Modifications

1. A charter may be modified during its term upon the recommendation of the Board or the charter school's governing board and the approval of both parties to the agreement. Changes to the curriculum which are consistent with State standards shall be deemed approved unless the sponsor and the Department of Education determine in writing that the curriculum is inconsistent with State standards. All modifications must be mutual and in writing. Unilateral modification made by the charter school is grounds for termination or non-renewal. Modification during any term may include, but is not limited to, consolidation of multiple charters into a single charter if the charters are operated under the same governing board, regardless of the renewal cycle. A charter school that is not subject to a school improvement plan and that closes as part of a consolidation shall be reported by the District as a consolidation. A request for consolidation of multiple charters must be approved or denied within sixty (60) days after the submission of the request. If the request is denied, the Board shall notify the charter school's governing board of the denial and

provide the specific reasons, in reasonable detail, for the denial of the request for consolidation within ten (10) days.

2. Modifications may be considered by the Board for a number of reasons, which may include, but is not limited to, protect the health, safety, or welfare of the students.

3. All contract amendment requests shall be submitted in writing to Charter School Operations by an authorized agent of the charter school. Additional information or documentation may be requested for consideration of any amendment requests.

4. The charter school shall provide evidence of governing board approval for all proposed amendments (e.g., governing board resolution, governing board meeting minutes).

5. Requirements for Amendment Requests

   a. Education Program Amendments

      Significant changes in the curriculum or changes in grade levels constitute a change in the educational program and shall require an amendment that is mutually acceptable and approved by both parties. Requests for such amendments shall include the following information and supporting documentation:

      1. justification for change

      2. effective date of the change

      3. evidence that financial implications, feasibility, and student access issues have been addressed, including provisions for all required resources, staff, and materials

      4. evidence of parental support

      A high-performing charter school that has met the requirements set forth in State law for such designation shall notify the Board of any increase in enrollment by March 1st of the school year preceding the increase. The written notice shall specify the grade levels that will be added. Student enrollment may not exceed the capacity of the facility at the time the enrollment increase will take effect. Facility capacity for purposes of expansion shall include any improvements to an existing facility in which the students of the high-performing charter school will enroll. If a charter school notifies the District of its intent to expand, the District shall modify the charter within ninety (90) days to include the new enrollment maximum and may not make any other changes. The District may deny a request to increase the enrollment of a high-performing charter school if the Commissioner of Education has declassified the charter school as high-performing. If a high-performing charter school requests to consolidate multiple charters, the District shall have forty (40) days after receipt of that request to provide an initial draft charter to the charter school. The District and charter school shall have fifty (50) days thereafter to negotiate and notice the charter contract for final approval by the District.

   b. Location Amendments

      1. Changes in locations or addition of location (i.e., relocation, secondary campus, satellite locations) shall include the following information and supporting documentation:

         a. description of location, including identification as permanent or temporary

            If the relocation will be temporary, the request shall include the period of time during which the school will be at the temporary location.

         b. effective date of the relocation

         c. evidence that financial implications, feasibility, and student access issues have been addressed

         d. evidence of parental support for the new facility

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

         f. a disclosure affidavit in accordance with F.S. 286.23, if the school leases the facility

      2. Nothing in this policy or State law obligates the Board to agree to an increase the number of facilities, campuses, and/or locations associated with a charter school's operations.

3. The charter school shall not change or add facilities or locations at any time during the term of the charter contract without prior approval of the Board 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 class, and the 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 thirty (30) days prior to the opening of schools or the initial use of the facility by the school, the school shall have an approved contract and evidence of all necessary permits, licenses, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. A certificate of occupancy or a temporary certificate of occupancy must be provided to the Board no later than fifteen (15) calendar days before the first day of school.

c. Enrollment Capacity Amendments

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

1. justification for change

2. effective date of the change

3. evidence of proper facility approvals and/or allowable facility capacity

4. evidence that financial implications, feasibility, and student access issues have been addressed

5. evidence of parental support

A high-performing charter school that has met the requirements set forth in State law for such designation shall be required to notify the Board in writing by March 1st of its intent to increase enrollment the following school year. The written notice shall specify the amount of the enrollment increase. The District shall not require a charter school to identify the names of students to be enrolled or to enroll those students before the start of the school year as a condition of approval or renewal of a charter.

6. When a contract is amended or renewed, it shall be updated to comply with this policy and the current standard charter contract_or standard virtual charter contract.

Controlled Open Enrollment

If a charter school in the District chooses to offer controlled open enrollment, the charter school shall comply with all Florida controlled open enrollment laws (F.S. 1002.31).

Pre-Opening Requirements

No later than thirty (30) days prior to the initial use of the facility by the school, the school shall have an approved contract and provide evidence of all necessary permits, licensing, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. Failure to comply may result in automatic rescission of the contract, with no further action by the Board. A certificate of occupancy or a temporary certificate of occupancy must be provided to the Board no later than fifteen (15) calendar days before the first day of school.

School Governance/Management

A. Charter schools shall organize or be operated by a not-for-profit organized pursuant to F.S. Chapter 617, a municipality, or another public entity, as provided by law.

B. Charter School's Governing Board Requirements

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

As required by State law, each charter school's governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. Furthermore, this representative must reside in the District in which the charter school is located. The

individual serving as the parental involvement representative must reside in the District and may be a governing board member, charter school employee, or an individual with whom the charter school contracts to represent the board in this capacity. If the governing board oversees more than one charter school in the District, a representative to facilitate parental involvement shall be appointed for each school. The name and contact information for the representative must be provided in writing to parents of children enrolled in the charter school at least annually and must also be prominently posted on the charter school's website. Governing board members are not required to reside in the District if the charter school otherwise complies with the terms of this paragraph.

The charter school's governing board shall hold at least two (2) public meetings per school year in the District. The meetings must be noticed, open, and accessible to the public and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative to facilitate parental involvement and the principal or director or his/her equivalent must be physically present at each meeting. Members of the governing board or any member of a committee formed or designated by the governing board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under F.S. Chapter 120.

2. Governing board members must:

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

    b. successfully fulfill a background check by the Board, as specified by law upon appointment to the governing board.

    Costs of background screening shall not be borne by the charter school.

3. Governing board members must develop and approve by laws that govern the operations of the board and the charter school prior to execution of the charter contract and annually consult with charter school staff to refine overall policy decision-making of the charter school as it regarding curriculum, financial management, and internal controls.

4. Governing board members and their spouses are prohibited by State law from serving as an employee of the charter school or receive compensation, directly or indirectly, from the charter school's operations, including but not limited to: grant funds; lease/mortgage payments; or contracted service fees.

5. Governing board members must participate in FLDOE sponsored charter school governance training to ensure that each board member is aware of his/her duties and responsibilities, pursuant to State Board Rule F.A.C. 6A 6.0784:

    a. Each governing board member must complete a minimum of four (4) hours of instruction focusing on Government in the Sunshine, conflicts of interest, ethics, and financial responsibility as specified in F.S. 1002.33(9)(k). After the initial four (4) hour training, each member is required, within the subsequent three (3) years and for each three (3) year period after that to complete a two (2) hour refresher training on the four (4) topics above in order to retain his/her position on the charter school board. Any member who fails to obtain the two (2) hour refresher training within any three (3) year period must take the four (4) hours of instruction again in order to remain eligible as a charter school board member.

    b. New members joining a charter school board must complete the four (4) hour training with ninety (90) days of appointment to the board.

6. Dispute Procedures (Board versus Charter School Governing Board)

    Application, nonrenewal, and termination decisions are not subject to this dispute resolution process and must follow the procedures in F.S. 1002.33, Board policy, and the charter contract. Nothing contained herein shall operate to limit a charter school's rights to utilize the dispute resolution procedures set forth in F.S. 1002.33.

    a. The Board and the charter school agree that the existence and the details of a dispute notwithstanding, both parties shall continue without delay their performance under the charter contract, except for any performance, which may be directly affected by such dispute.

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

    c. Should the representatives named in paragraph b above be unable to resolve the dispute within ten (10) days of receipt of written notification by one to the other of the existence of such dispute, then the matter may be submitted by either party to the Superintendent and to the school's governing board chair for further

consideration and discussion to attempt to resolve the dispute.

d. Should the parties still be unable to resolve their dispute within thirty (30) days of the date of receipt of written notification by one to the other of the existence of such dispute, then either party may proceed with utilizing the dispute resolution procedures set forth in F.S. 1002.33.

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

a. All conflicts between the charter school and the parents/legal guardians of the students enrolled at the charter school shall be handled by the charter school or its governing board. The procedures for handling such conflicts must be set forth in the charter contract.

b. Evidence of each parent's acknowledgment of the charter school's Parent Conflict Resolution Process shall be available for review upon request by the Board.

c. All conflicts between the charter school and the employees of the charter school shall be handled by the charter school or its governing board.

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

e. The Board shall be provided with the name and contact information of the parties involved in the charter school's conflict resolution process. The Board shall be notified immediately of any change in the contact information.

C. Management Companies

1. If a management company or a combination of contracted professionals will be managing the charter school, the contract(s) between the charter school and company(ies) shall be submitted to the Board for review prior to the approval of the charter school's contract. If a decision to hire any of these entities occurs subsequent to the execution of the charter contract or amendment, the contract(s) between the charter school and company(ies) shall be submitted to the Board at least ten (10) days before any payment is made to any of the entities.

2. Any proposed amendments to the contract with the management company shall be submitted to the Board for approval prior to execution of that amended contract with the management company by the charter school. A copy of all executed contracts must be provided to the Board within the timeframe provided by the charter contract.

3. All management company contracts with the charter school must make it clear that the charter governing body shall retain and exercise continuing oversight over all charter school operations and must contain provisions specifying the ability for the charter school to terminate the contract and must comply with terms as stated in the charter contract between the charter school and the Board. Any default or breach of the terms of the charter contract by the management company(ies) shall constitute a default or breach of the charter contract by the charter school.

4. Neither employees of the management company nor relatives of the management company's employees as defined in F.S. 1002.33 shall serve on the charter school's governing board or serve as officers of the charter school.

D. Voluntary Closure of Charter School

A charter may be terminated by a charter school's governing board through voluntary closure. The decision to cease operations must be determined at a public meeting. The governing board shall notify the parents and Board of the public meeting in writing before the public meeting. The governing board must notify the Board, parents of enrolled students, and FLDOE in writing within twenty-four (24) hours after the public meeting of its determination. The notice shall state the charter school's intent to continue operations or the reason for the closure and acknowledge that the governing board agrees to follow the procedures for dissolution and reversion of public funds pursuant to Florida law.

Employees of Charter Schools

A charter school shall employ or contract with employees who have undergone background screening as provided in F.S. 1012.32. Members of the governing board of the charter school shall also undergo background screening in a manner similar to that provided in F.S. 1012.32 upon appointment to the governing board.

A charter school shall disqualify instructional personnel and school administrators, as defined in F.S. 1012.01, from employment in any position that requires direct contact with students if the personnel or administrators are ineligible for such employment under F.S. 1012.315.

Charter school personnel may not appoint, employ, promote, or advance any relative, or advocate for appointment, employment, promotion, or advancement of any relative to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member. For purposes of this policy, the definition of relative shall be as it is defined in F.S. 1002.33(24)(a)(2).

Full disclosure of the identity of all relatives employed by the charter school shall be in accordance with F.S. 1002.33.

The governing board of a charter school shall adopt policies establishing standards of ethical conduct for instructional personnel and school administrators.

The policies must require all instructional personnel and school administrators, as defined in F.S. 1012.01, to complete training on the standards of ethical conduct; establish the duty of instructional personnel and school administrators to report, and procedures for reporting, alleged misconduct by other instructional personnel and school administrators which affects the health, safety, or welfare of a student; and include an explanation of the liability protections provided under F.S. 39.203 and 768.095. A charter school, or any of its employees, may not enter into a confidentiality agreement regarding terminated or dismissed instructional personnel or school administrators, or personnel or administrators who resign in lieu of termination, based in whole or in part on misconduct that affects the health, safety, or welfare of a student, and may not provide instructional personnel or school administrators with employment references or discuss the personnel's or administrators' performance with prospective employers in another educational setting, without disclosing the personnel's or administrators' misconduct. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by instructional personnel or school administrators which affects the health, safety, or welfare of a student is void, is contrary to public policy, and may not be enforced.

Before employing instructional personnel or school administrators in any position that requires direct contact with students, a charter school shall conduct employment history checks of each of the personnel's or administrators' previous employer(s), screen the instructional personnel or school administrators through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the charter school must document efforts to contact the employer.

The Board shall terminate a sponsor's charter if the sponsor knowingly fails to comply with F.S. 1002.33(12)(g).

School Operations

A. The Board may not impose any policies or practices to limit charter school enrollment except as may be permitted in accordance with State law. The Board may not impose additional reporting requirements on a charter school as long as the charter school has not been identified as having a deteriorating financial condition or financial emergency under F.S. 1002.345.

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

C. The charter school shall obtain the appropriate facility capacity approvals from the jurisdictional authority where the facility is located (i.e., county, municipality, or both). The Board, at its discretion, may accept a letter from the architect of record specifying the capacity if the capacity is not provided by the facility's jurisdictional authority. The Board may withhold monthly payments for FTE that exceed capacity specified by the charter contract or approved facility capacity.

D. The charter school's calendar will be consistent with the beginning of the Board's calendar for the first school year or at a time determined by the charter school governing board. The charter school must provide instruction for at least the number of days required by law for other public schools and may provide instruction for additional days. Should the charter school elect to provide a summer program, additional school days, or year-round school, the charter school shall notify the Board, in writing, each year to ensure appropriate record keeping.

E. <u>Student Code of Conduct, Student Handbooks, Parent Contracts, and Application of Board Policies</u>

1. Only the Board may expel a student.

2. The charter school may follow the Board's Student Code of Conduct or an alternate code of conduct approved by the Board. The charter school shall provide the Board with a copy of an approved alternate student code of conduct annually. Any amendments must be approved by the Board prior to implementation. Evidence of governing board approval is required for amendments.

3. Any student/parent handbooks and parent contracts shall also be submitted to the Board for approval prior to implementation. Any amendments must be approved by the Board, prior to implementation. Evidence of governing

board approval is required for amendments.

4. The charter school may be required to provide proof of parent/guardian's receipt of a student code of conduct, handbook, or parent contract.

5. Violations of parent contracts shall not result in involuntary withdrawal of a student in the same school year of the violations. Violations of the parent contract may result in the student not being re-enrolled or loss of enrollment preference for the following school year.

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

    a. In the event a charter school earns a grade of D or F in the grading system set forth in State law, the director and a representative of the governing board of the charter school shall appear before the Board to present information concerning each contract component having noted deficiencies and shall prepare and submit to the Board for approval a proposed School Improvement Plan to raise student achievement. The proposed School Improvement Plan must meet the requirements set forth in State law. The charter school shall implement the proposed School Improvement Plan once approved by the Board.

    b. If a charter school earns three (3) consecutive grades of D, two (2) consecutive grades below a C, the charter school governing board shall take corrective action as set forth in F.S. 1002.33. The corrective action must be implemented in the school year following receipt of a third consecutive grade of D, a grade of F following two (2) consecutive grades below a C. If the charter school does not improve to a C or higher after two (2) full school years of implementing the corrective action, the charter school must select and implement a different corrective action in accordance with F.S. 1002.33. If the charter school does improve to a C or higher, it is no longer required to implement the corrective action; however, the charter school must continue to implement strategies identified in the School Improvement Plan.

    c. Upon publication by the FLDOE of the list of charter schools that meet the criteria set forth in paragraphs I.2.a. and b. above, the Board shall notify, in writing, each charter school in the District that appears on the list that it is required to submit a School Improvement Plan and to appear before the Board. Pursuant to State Board rule, such notification may be delivered electronically, provided there is proof of receipt.

        The notification shall include the following:

        1. The date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school governing board shall appear before the Board. For purposes of this requirement, director shall mean charter school director, principal, chief executive officer, or other management personnel with similar authority. The appearance shall be no earlier than thirty (30) calendar days and no later than ninety (90) calendar days after the Board's notification is received by the charter school.

        2. The date by which the charter school must submit its proposed School Improvement Plan to the Board for review by staff, which shall be no earlier than thirty (30) calendar.

        3. Whether the charter school is required to select a corrective action.

    d. The Board shall notify the charter school, in writing, within ten (10) calendar days of its decision to approve or deny the School Improvement Plan.

        1. The Board may deny a School Improvement Plan if it does not meet the requirements of State law. If denied, the Board shall provide the charter school, in writing, the specific reasons for denial and the timeline for its resubmission.

        2. Either the charter school or the Board may request mediation pursuant to State law if the parties cannot agree on a School Improvement Plan.

    e. As required by State law, the Board will review the School Improvement Plan annually to monitor the charter school's continued improvement.

        1. The director and a representative of the governing board of the charter school shall appear before the Board at least once per year to present information regarding the progress of intervention and support

strategies implemented by the charter school pursuant to the School Improvement Plan and, if applicable, to review the corrective actions taken pursuant to I.2.c above.

2. At the meeting, the Board will identify the services that the District will provide to the charter school to assist the charter school in addressing its deficiencies, and following the meeting, these services will be communicated, in writing, to the director.

3. A charter school that improves at least one (1) letter grade is not required to submit a new School Improvement Plan but must continue to implement the strategies identified in the approved School Improvement Plan and continue to report annually to the Board. The Board shall notify, in writing, each charter school implementing a School Improvement Plan of the requirement to appear before the Board to present information regarding the progress of the approved School Improvement Plan. The notification shall include the date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school shall appear.

f. A charter school's contract shall be automatically terminated if the school earns two (2) consecutive grades of F after all school grade appeals are final, unless one of the exceptions set forth in State law is applicable. If no exceptions apply, the Board will notify the charter school's governing board, the charter school principal, and FLDOE in writing when the charter contract is terminated under this subparagraph.

g. The laws applicable to School Improvement Plans and corrective actions do not limit the Board's authority to terminate the charter at any time in accordance with State law.

7. The charter school shall make annual progress reports to the Board.

8. Exceptional Student Education (ESE)

a. The Board is the Local Educational Agency (LEA) for all Board-approved charter schools and will serve ESE students in the same manner as students attending other public schools in the District. ESE students attending Board-approved charter schools shall be provided supplementary and related services on site at the charter school to the same extent to which the Board has a policy or practice of providing such services on site to its other public schools. The Board shall provide funds under Part B of the IDEIA to Board-approved charter schools on the same basis as the School District provides funds to the Board's other public schools.

b. ESE students will be educated in the least restrictive environment. The charter school shall ensure that ESE students are provided with programs and services implemented in accordance with Federal, State, and local policies and procedures and specifically the IDEIA, Section 504 of the Rehabilitation Act of 1973, and other related statutes and State Board of Education rules. If an IEP team determines that the charter school cannot meet the needs of an ESE student, the charter school and the Board agree to provide the ESE student with the appropriate placement as determined by the IEP team in accordance with State and Federal law.

c. The Board shall provide ESE administration services to charter schools which shall be set forth in more detail in the charter.

d. With respect to the provision of special education and related services, the charter shall set forth the specific roles and responsibilities of the charter school and the Board with respect to exceptional student education.

e. Non-compliance may result in the Board's withholding of subsequent payments to the charter school without penalty of interest (including State capital payments) and may result in non-renewal or termination for good cause.

9. English Language Learners (ELL) -- Students who are of limited proficiency in English will be served by ESOL certified personnel. The charter school shall demonstrate an understanding of State and Federal requirements regarding the education of English language learners, be committed to serving the full range of needs of ELL students, create and implement sound plans for educating ELL students that reflect the full range of programs and services required to provide all students with a high quality education, and demonstrate capacity to meet the school's obligations under State and Federal law regarding the education of ELL students.

10. The Board may, in accordance with State law, require all charter schools to submit to the Board a school improvement plan to ensure a plan to maintain or raise student academic achievement within the timelines specified by the Board and the FLDOE.

F. Financial Accountability

1. Financial Policies: The charter school shall establish and implement accounting and reporting policies, procedures, and practices for maintaining complete records of all receipts and expenditures. The charter school shall provide a copy of these policies to the Board annually.

2. Payments to charter schools by the Board

   a. The Board shall make timely and efficient payment and reimbursement to charter schools, including processing paperwork required to access special State and Federal funding for which they may be eligible. Payments of funds as described in F.S. 1002.33(17)(b) shall be made monthly or twice a month, beginning with the start of the Board's fiscal year. Each payment shall be 1/12 or 1/24, as applicable, of the total State and local funds described in F.S. 1002.33(17)(b) as adjusted. For the first two (2) years of the charter school's operation, if a minimum of seventy-five percent (75%) of the projected enrollment is entered into the Board's student information system by the first day of the current month, the Board shall distribute funds to the charter school for the months of July through October based on the projected full-time equivalent student membership of the charter school as submitted in the approved application. If less than seventy-five percent (75%) of the projected enrollment is entered in the Board's student information system by the first day of the current month, the Board shall base payments on the actual number of student enrollment entered into the sponsor's student information system. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year. The payments shall be issued no later than ten (10) working days after the Board receives a distribution of State or Federal funds or the date the payment is due pursuant to F.S. 1002.33(17)(e). Timing of receipt of local funds by the Board shall not delay payment to the charter school of the funds identified in F.S. 1002.33(17)(b). If the Board has not received its allocation due to its failure to submit an approved District salary distribution plan, the Board must still provide each charter school within the District that has submitted a salary distribution plan its proportiate share of the allocation.

   b. Capital Outlay Payments – The Board shall make payments to the school upon receipt of all required supporting documentation as referenced in section 8.h. – Capital Outlay Payment Process. Charter schools must be located in the State of Florida to be eligible for public educational capital outlay (PECO) funds.

   c. Miscellaneous Payments – The Board shall make timely miscellaneous payments to the charter school upon receipt of funding from FLDOE for various programs including Title I and MAP. The Board's payment is subject to the charter school's fulfillment of its responsibilities under the applicable State and Federal laws.

      Unless otherwise mutually agreed to by the charter school and the District, and consistent with State and Federal rules and regulations governing the use and disbursement of Federal funds, the District shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for Federal funds available to the District for the benefit of the charter school, the charter school's students, and the charter school's students as public school students in the District. Such Federal funds include, but are not limited to, Title I, Title II, and Individuals with Disabilities Education Act (IDEA) funds. To receive timely reimbursement for an invoice, the charter school must submit the invoice to the District at least thirty (30) days before the monthly date of reimbursement set by the District. In order to be reimbursed, any expenditure made by the charter school must comply with all applicable State rules and Federal regulations, including, but not limited to, the applicable Federal Office of Management and Budget Circulars, the Federal Education Department General Administrative Regulations, and program-specific statutes, rules, and regulations. Such funds may not be made available to the charter school until a plan is submitted to the District for approval of the use of the funds in accordance with applicable Federal requirements. The District has thirty (30) days to review and approve any plan submitted pursuant to this paragraph.

   d. Conditions for Non-payment – The Board may withhold payment, without penalty of interest, for violation of law or as specified in the charter school contractual agreement. This includes, but is not limited to: failure to comply with financial requirements, failure to provide proper banking wiring instructions, exceeding contracted enrollment capacity, and failure to submit a timely annual audit.

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

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

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

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

c. a provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed

e. Failure to comply with the timely submission of all financial statements in the required format specified by the Board, shall constitute a material breach of the charter contract and may result in the Board's withholding of subsequent payments to the charter school without penalty of interest, (including state capital payments), and may result in non-renewal or termination for good cause.

3. Capital Outlay Funding

Pursuant to F.S. 1013.62(5), the application for, approval of, and process for documenting expenditures from charter school capital outlay funds shall be in accordance with the procedures and requirements specified by the Commissioner of Education.

Before receiving capital outlay funds the charter school governing board must enter into a written agreement with the Board. Such agreement must provide for the reversion of any unencumbered funds and all equipment and property purchased with public education funds to the ownership of the Board, as provided for in F.S. 1013.62(4) if the charter school terminates operations. Any funds recovered by the State shall be deposited in the General Revenue Fund.

As required by State law, the Board shall remit capital outlay funds to a charter school no later than February 1st of each year, as required by F.S. 1002.32(3)(e), based on the amount of funds received by the Board.

4. Review and Audit

a. The Board 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 Board with a copy of the management letter from any audits as well as any responses to the auditor's findings with a corrective plan that shall be prepared and submitted within thirty (30) days from the date of the management letter.

b. 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 Board upon the occurrence of any of the conditions specified in F.S. 1002.345(1)(a)(1)-(4).

b. The Board shall notify the governing board within seven (7) business days after one or more of the conditions set forth in F.S. 1002.345(1)(a)(1)-(4) are identified or occur.

c. The governing board and the Board 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 9(b)(1)(b) herein. If the governing board and the Board 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.

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.

2. Financial Emergency – If a financial audit conducted by a CPA in accordance with F.S. 218.39 reveals that one (1) or more of the conditions in F.S. 218.503(1) have occurred or will occur if action is not taken to assist the charter school, the auditor shall notify the governing board of the charter school, as appropriate, the Board, and the Commissioner of Education within seven (7) business days after the finding is made. If the charter school is found to be in a state of financial emergency pursuant to F.S. 218.503(4), the charter school shall file a financial recovery plan pursuant to F.S. 218.503 with the

Board and the Commissioner of Education within thirty (30) days after being notified by the Commissioner of Education that a financial recovery plan is needed.

3. Annual progress of the corrective action plans and/or financial recovery plans shall be included in an annual progress report to the Board.

4. The Board may require periodic appearances of governing board members and charter school representative.

c. A Financial Recovery Plan Staff Group (FRSG) shall be appointed by the Board and convened to review and monitor financial statements, corrective action plans and financial recovery plan(s) submitted by the charter school(s). The FRSG shall report progress and when applicable, make recommendations to the Chief Auditor. At least one (1) representative of the charter school must be available to answer questions.

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

2. The Chief Auditor will present the FRSG's recommendation to the Board's independent Audit Committee for review and recommendation to the Board.

3. Inability to cure a deteriorating financial condition and/or status of financial emergency may result in termination of the charter school contract.

5. Grants

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

b. The Board shall receive written approval from the charter school to include the charter school in a District-wide grant. The appropriate pro-rata share of grants will be allocated to the charter school, as defined by the grant awarded.

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

6. Health, Safety, and Welfare of Staff and Students

Carefully planned and executed fire exit drills shall be conducted at the beginning of each semester, at times designated by the principal, following instruction of all classes regarding exits to be used in case of fire. At least one (1) fire exit drill shall be conducted every month school is in session. Any emergency evacuation drill (e.g., crisis event), completely performed, may be substituted for a required fire exit drill in a given month. All drills and all deficiencies affecting egress shall be documented in writing.

Inspections of all buildings including educational facilities, ancillary plants, and auxiliary facilities for casualty safety, and sanitation shall be conducted at least once during each fiscal year. Conditions that may affect environmental health and safety or impair operation of the plant will be reported, with recommendations for corrective action.

Each school cafeteria must post in a visible location and on the school website the school's semiannual sanitation certificate and a copy of its most recent sanitation inspection report.

Under the direction of the fire official appointed by the Board, fire-safety inspections of each educational and ancillary plant located on property owned or leased by the charter school's governing board, or other educational facilities operated by the charter school's governing board, shall be made no sooner than one (1) year after issuance of a certificate of occupancy and annually thereafter. Such inspections shall be made by persons properly certified by the Division of State Fire Marshal to conduct fire-safety inspections in public educational and ancillary plants.

A copy of the fire safety inspection report shall be submitted to the Board and the county, municipality, or independent special fire control district providing fire protection services to the school facility within ten (10) business days after the date of the inspection, in accordance with Florida statute.

Alternate schedules for delivery of reports may be agreed upon between the charter school's governing board, the Board, and the county, municipality, or independent special fire control district providing fire protection services to the site in cases in which delivery is impossible due to hurricanes or other natural disasters. Regardless, if immediate life-threatening deficiencies are noted in the report, the report shall be delivered to the Board and to the county,

municipality, or independent special fire control district providing fire protection services immediately.

G. Charter School Website

Each charter school shall maintain a website that enables the public to obtain information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; any management companies, service providers, or education management corporations associated with the school; the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to F.S. 1008.34; and, on a quarterly basis, the minutes of governing board meetings.

Board Annual Report Submission

The Board shall submit an annual report to the FLDOE in a web-based format to be determined by the FLDOE. The report shall include the:

A. number of applications received during the school year and up to August 1st and each applicant's contact information;

B. date each application was approved, denied, or withdrawn; and

C. date each final contract was executed.

Each year, by November 1, the Board shall submit to the FLDOE the information set forth in A through C for the previous year.

Facilities

No later than January 1st, the FL DOE shall annually provide to the District a list of all underused, vacant, or surplus facilities owned or operated by the District as reported in the Florida Inventory of School Houses. The District may provide evidence to FL DOE that the list contains errors or omissions within thirty (30) days after receipt of the list. By each April 1st, FL DOE shall update and publish a final list of all underused, vacant, or surplus facilities owned or operated by the District, based upon updated information provided by the District. A hope operator establishing a school of hope may use an educational facility identified in this section as prescribed in F.S. 1002.33(7)(d).

Nonexclusive Interlocal Agreements

The Board may enter into nonexclusive interlocal agreements with Federal and State agencies, counties, municipalities, and other governmental entities that operate within the geographical borders of the District to act on behalf of such governmental entities in the inspection, issuance, and other necessary activities for all necessary permits, licenses, and other permissions that a charter school needs in order for development, construction, or operation. A charter school may use, but may not be required to use, the District for these services. The interlocal agreement must include, but need not be limited to, the identification of fees that charter schools will be charged for such services. The fees must consist of the governmental entity's fees plus a fee for the Board to recover no more than actual costs for providing such services. These services and fees are not included within the services to be provided pursuant to F.S. 1002.33(20). Notwithstanding any other provision of law, an interlocal agreement, or ordinance that imposes a greater regulatory burden on charter schools than on the District or that prohibits or limits the creation of a charter school is void and unenforceable. An interlocal agreement entered into by the District by the development of only its own District schools, including provisions relating to the extension of infrastructure, may be used by charter schools.

Services

The Board will provide certain administrative and educational services to charter schools. These services shall include contract management services; full-time equivalent and data reporting services, exceptional student education administration services; services related to eligibility and reporting duties required to ensure that school lunch services under the National School Lunch Program, consistent with the needs of the charter school, are provided by the Board at the request of the charter school, that any funds due to the charter school under the National School Lunch Program be paid to the charter school as soon as the charter school begins serving food under the National School Lunch Program and that the charter school is paid at the same time and in the same manner under the National School Lunch Program as other public schools serviced by the Board; test administration services, including payment of the costs of State-required or Board-required student assessments; processing of teacher certificate data services; and information services, including equal access to the sponsor's student information systems that are used by public schools in the District. Student performance data for each student in a charter school, including, but not limited to, State-mandated testing scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Board to a charter school in the same manner provided to other public schools in the District.

The Board may withhold an administrative fee for the provision of such services which shall be a percentage of the available funds defined in F.S. 1002.33(17)(b) calculated based on weighted full-time equivalent students. If the charter school services seventy-five percent (75%) or more exceptional education students as defined in F.S. 1003.01(3), the percentage shall be calculated based on unweighted full-time equivalent students. The administrative fee shall be calculated as follows:

A. Up to five percent (5%) for the following:

1. enrollment of up to and including 250 students in a charter school as defined in F.S. 1002.33(20);

2. enrollment of up to and including 500 students within a charter school system which meets all of the following:

   a. includes conversion charter schools and nonconversion charter schools;

   b. has all of its schools located in the same county;

   c. has a total enrollment exceeding the total enrollment of at least one school district in Florida;

   d. has the same governing board for all of its schools; or

   e. does not contract with a for-profit service provider for management of school operations;

3. enrollment of up to and including 250 students in a virtual charter school; and,

4. Up to two percent (2%) for enrollment of up to and including 250 students in an exceptional student education center that meets the requirements of the rules adopted by the State Board of Education pursuant to F.S. 1008.3415(3).

B. Up to two percent (2%) for enrollment of up to and including 250 students in a high-performing charter school as defined in F.S. 1002.331.

The Board will not charge charter schools any additional fees or surcharges for administrative and educational services in addition to the maximum percentage of administrative fees withheld pursuant to this policy._The Board will not charge or withhold any administrative fee against a charter school any funds specifically allocated by the Legislature for teacher compensation.

The Board shall provide the FLDOE by no later than September 15th of each year the total amount of funding withheld from charter schools pursuant to this policy and Florida law for the prior fiscal year.

If goods and services are made available to the charter school through the contract with the Board, they shall be provided to the charter school at a rate no greater than the Board's actual cost unless mutually agreed upon by the charter school and the Board in a contract negotiated separately from the charter. When mediation has failed to resolve disputes over contracted services or contractual matters not included in the charter, an appeal may be made to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the mediation process, administrative proceeding, and any appeals to be paid by the party whom the administrative law judge rule against. To maximize the use of State funds, the Board shall allow charter schools to participate in the sponsor's bulk purchasing program if applicable.

The governing body of the charter school may provide transportation through an agreement or contract with the Board. The charter school and the Board shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the charter school as determined in its charter.

School Safety Requirements

Each charter school in the District must comply with the requirements of F.A.C. 6A-1.0018 and Florida law pertaining to school safety, including the requirement that charter schools coordinate with the District's School Safety Specialist. See also, Board Policy 8405 (*School Safety and Security*) and Policy 8407 (*Safe-School Officers*).

Interpretation

If a court or agency of competent jurisdiction invalidates any provision of this policy or finds a specific provision to be in conflict with the Florida Constitution, Florida statutes, the Florida Administrative Code, or any rule or policy prescribed by the FLDOE, then all of the remaining provisions of this policy shall continue unabated and in full force and effect.

In the event that an existing charter school contract provision is found to be inconsistent with this policy, the charter contract provision prevails. Any charter approved after the adoption of this policy is required to be fully consistent with this policy.

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