

Related Entries: (Not identified at this time)

Charter Schools

The following rules, regulations and guidelines shall be followed to ensure that Charter Schools operating in the School District attain the following:

(1) Guiding Principles: Purpose:

(a) Charter schools in the Lee County School District shall be guided by the following principles:

1. Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system.
2. Promote enhanced academic success and financial efficiency by aligning responsibility with accountability.
3. Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.

(b) Charter Schools shall:

1. Improve student learning.
2. Increase learning opportunities for all students with a special emphasis on low performing students.
3. Encourage the use of innovative learning methods.
4. Require the measurement of learning outcomes.

(c) Charter Schools may:

1. Create innovative measurement tools.
2. Provide rigorous competition within the public school district to stimulate continual improvement in all public schools.
3. Expand the capacity of the public school system.

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4. Mitigate the educational impact created by the development of new residential dwelling units.
 5. Create new professional opportunities for teachers, including ownership of the learning programs at the school site.
- 51 (2) Process
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- 53 (a) Potential applicants should file by June 1 of the year prior to the intended
54 opening year a letter of intent to apply which includes:
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 - 56 1. Name of organization promoting Charter School.
 - 57 2. Proposed name of school.
 - 58 3. Proposed location of school.
 - 59 4. Brief description of student population and number to be served.
 - 60 5. Unique educational opportunities to be provided by the Charter
61 School.
 - 62 6. Application contact person(s).
 - 63 7. Telephone and Fax numbers.
 - 64 8. E-mail address(es) of contact person(s).
 - 65 (b) All applications shall be date stamped when received.
 - 66 (c) Complete applications must be received in the Superintendent's Office no
67 later than August 1 at 4:00 p.m. EST of each year for any charter school
68 which intends to operate beginning the next fall semester or to be opened at
69 a time agreed to by the applicant and the School Board. In years when the
70 August 1 does not occur on a weekday, the due date shall be the last day of
71 business prior to August 1.
 - 72 (d) Applications shall be submitted on a model application form prepared by the
73 Florida Department of Education.
 - 74 (e) Applications shall include the signature(s) of the individual(s) or officers of
75 the entity making the proposal.
 - 76 (f) Applications shall include a draft of a proposed charter.
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- 89 (g) District staff shall provide technical assistance to organizations and
90 individuals submitting proposals whenever feasible and subject to available
91 resources.
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- 93 (h) District staff may interview and/or communicate with charter school
94 applicants and/or their representatives to:
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- 96 1. Assess the overall capacity of the applicant to establish and
97 implement the charter school plan;
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 - 99 2. Clarify any components of the written application for which reviewers
100 had Questions or required additional information to fully evaluate;
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 - 102 3. Corroborate information provided in the written application;
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 - 104 4. Recommend changes to the application.
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- 106 District staff will evaluate the application, based on their professional
107 Assessment of the written application and interviews or other
108 communications whether the application should be recommended for
109 approval. Only applicants who have presented a quality plan with no
110 material weaknesses and have demonstrated the capacity to operate a
111 quality charter school will be recommended for charter approval.
112
- 113 (i) All applications submitted to the Board shall include a recommendation
114 articulated in writing for acceptance, denial or modification of the proposal
115 included in the application.
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- 117 (j) Applications shall by a majority vote of the Board be approved or denied and
118 applicants shall be notified in writing no later than 60 calendar days after
119 receiving the application and following a public hearing.
120
- 121 (k) If an application is denied, the Board will, within 10 calendar days after the
122 meeting, at which it is denied, articulate in writing the reasons for denial and
123 provide such to the applicant and Florida Department of Education.
124
- 125 (l) Prior to the approval of an application, a charter agreement shall be created
126 and executed by the parties.
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- 128 (m) Denied applicants may appeal to the Florida State Board of Education within
129 30 days of receipt of the notification of denial, pursuant to s.1002.33, F.S.

- 130 (3) Eligible Applicants
131
132 (a) An individual, teacher, parent/guardian, group of individuals, a municipality
133 may make a proposal for a charter school, or any legal entity organized
134 under Florida law.
135
136 (b) The School Board, principal, teacher, parent/guardian and/or the school
137 advisory council at an existing public school that has been in operation for at
138 least two years prior to the application to convert, are the only applicants who
139 may submit an application to convert an existing public school to a charter
140 school (a "conversion charter school"). An application for the creation of a
141 conversion charter school shall include documented written proof of the
142 support of at least 50% of the teachers employed at the school at the time of
143 the application and 50% of the parents/guardians voting whose children are
144 enrolled in the school at the time of the application, provided that a majority
145 of the parents/guardians eligible to vote participate in the ballot process.
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147 (c) Private schools, parochial schools and home education schools are not
148 eligible for charter status. A charter school may not be affiliated with a
149 sectarian school or religious institution and shall be completely nonsectarian
150 in all aspects of its operations, including but not limited to all programs,
151 admission policies and employment practices.
152
153 (d) All applicants must provide background information on each applicant and
154 any individual(s) who shall be involved in the organization and operation of
155 the proposed charter school. All applicants and members of the governing
156 body of the proposed charter school shall submit with the application a
157 complete set of fingerprints taken by an authorized law enforcement officer or
158 by an employee of the District who is trained to take fingerprints. These
159 fingerprints shall be accompanied with written permission for the District to
160 conduct background checks as appropriate. These fingerprints shall be
161 submitted by the District to the appropriate state and federal law enforcement
162 agencies for processing with the cost borne by the applicant and charter
163 school governing body members. The applicant also must disclose
164 background information with regard to related entities and predecessor
165 entities, including background information of the shareholders, directors,
166 officers, etc., of these entities and the litigation history of these entities. The
167 information submitted must be sufficient to establish the competence needed
168 to provide the professional services required to operate a charter school.
169
170 (4) Evaluation Criteria. At a minimum, the following general criteria shall be used to
171 evaluate applications:
172
173 (a) Quality and breadth of the instructional program
174
175 (b) Safeguards for the physical and emotional safety of students

- 176 (c) Innovativeness of approach to teaching and learning
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- 178 (d) Representativeness of student population
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- 180 (e) Qualifications to be required and diversity of all staff, governing body and
181 organizers
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- 183 (f) Adequacy of facilities to be used
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- 185 (g) Extent of parent involvement
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- 187 (h) Compatibility with District diversity goals and student assignment plan
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- 189 (i) Method of evaluating student achievement
190
- 191 (j) Timetable for implementing the charter
192
- 193 (k) Sufficiency of elements required by law or Board Policy to be included in the
194 application and proposed to be included in the charter.
195
- 196 (5) Application and Charter Requirements. The following matters are required to be
197 acknowledged and addressed in any application and shall be reflected in any
198 charter, with both documents including sufficient detail and particularity to the
199 satisfaction of the Board:
200
- 201 (a) Term: The initial charter shall be in effect for a term no greater than five
202 years. A 15 years initial charter may be granted to a municipal or other public
203 entity applicant and to a nonprofit organization applicant. The initial charter
204 may be renewed in increments of five years or less after a program review
205 has been performed to establish the requirements of this policy have been
206 successfully accomplished and that none of the grounds for non-renewal in
207 paragraph (7) have been documented. The renewal shall be for a term of 15
208 years if the charter school has received a school grade of A or B in three of
209 the past four years and is not in a state of financial emergency or a deficit
210 financial position.
211
- 212 (b) Vision and Mission: The vision and mission of the charter school shall be
213 described, including the focus of the curriculum and an acknowledgment that
214 students who are at-risk of academic failure shall be a priority.
215
- 216 (c) Identification of Student Needs and Goals: The specific method(s) to be used
217 to identify the educational strengths and needs of students, and how well
218 educational goals and performance standards are met by the students shall
219 be described. The school will use Lee County's system of school
220 improvement implemented in all Lee County's schools. The Board reserves
221 the right to conduct an independent evaluation of the same.

- 222 (d) Student Achievement: The baseline standard(s) of student achievement,
223 outcomes to be achieved and method(s) of measurement shall be described,
224 including:
225
- 226 1. The charter shall ensure that reading is a primary focus of the
227 curriculum and that resources are provided to identify and provide
228 specialized instruction for students who are reading below grade level.
229 The curriculum and instructional strategies for reading must be
230 consistent with the current state curriculum standards and grounded in
231 scientifically based reading research.
232
 - 233 2. How the baseline student academic achievement levels and prior
234 rates of academic progress shall be established.
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 - 236 3. How these baseline rates shall be compared to rates of academic
237 progress achieved by these same students while attending the
238 Charter School.
239
 - 240 4. How these rates shall be evaluated and compared with rates of
241 progress of other closely comparable student populations.
242
 - 243 5. A means for ensuring accountability to its constituents by analyzing
244 student performance data and by evaluating the effectiveness and
245 efficiency of its major educational programs. The charter school shall
246 provide student assessment data, as required by s.1002.33 F.S. to
247 each parent of a student at the charter school, the parent of a student
248 on a waiting list for the charter school, the sponsor, and the Governing
249 Board of the charter school. Such information shall also be posted on
250 the charter school's Web site.
251
 - 252 6. The district school board is required to provide academic student
253 performance data to charter schools for each of their students coming
254 from the district school system, as well as rates of academic progress
255 of comparable student populations in the district school system.
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- 257 (e) Parent/Guardian Involvement: The nature of the desired involvement of
258 parents/guardians shall be described.
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- 260 (f) Students Served: The students to be served shall be defined, including their
261 ages, grades, current school(s), and projected FEFP categories. There also
262 shall be an assurance that the school shall be open to any student in the
263 District on a voluntary basis. In addition, preference for enrollment in
264 conversion schools shall be given to students who otherwise would have
265 attended that school. With respect to any charter school, an enrollment
266 preference shall be given to a sibling of a student enrolled in the charter
267 school. If the number of eligible students exceeds the capacity of the
268 program, class, grade level, or building, a random selection of students shall

- 269 be made and shall be described in the application and charter. A charter may
270 limit the enrollment process only to target the following student population:
271
- 272 1. Students within specific age groups or grade levels.
 - 273
 - 274 2. Students considered at risk of dropping out of school or academic
275 failure. Such students shall include exceptional education students.
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 - 277 3. Students enrolling in a charter school-in-the-workplace or charter
278 school-in-a-municipality.
279
 - 280 4. Students residing within a reasonable distance of the charter school,
281 as described in the charter agreement. Such students shall be subject
282 to a random lottery and to the racial/ethnic balance reflective of the
283 community it serves or within the racial/ethnic range of other public
284 schools in the same school district.
285
 - 286 5. Students who meet reasonable academic, artistic, or other eligibility
287 standards established by the charter school and included in the
288 charter school application and charter or, in the case of existing
289 charter schools, standards that are consistent with the school's
290 mission and purpose. Such standards must be in accordance with
291 current state law and practice in public schools and may not
292 discriminate against otherwise qualified individuals.
293
 - 294 6. Students articulating from one charter school to another pursuant to
295 an articulation agreement between the charter schools which has
296 been approved by the sponsor.
297
- 298 (g) Specific Rights of Students and Employees: The following assurances shall
299 be given:
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- 301 1. The charter school shall adhere to a policy of nondiscrimination in all
302 educational programs, activities and employment practices. It shall
303 strive affirmatively to provide equal opportunity for all as required by
304 federal and state law, including, but not limited to:
305
 - 306 a. Title VII of the Civil Rights Act of 1964 (prohibiting
307 discrimination on the basis of race, color, religion or national
308 origin).
309
 - 310 b. Title IX of the Education Amendments of 1972 (prohibiting
311 discrimination on the basis of gender).
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 - 313 c. Age Discrimination Employment Act of 1967 (prohibiting
314 discrimination on the basis of age with respect to individuals
315 who are at least forty years of age).

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- d. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination against the disabled).
 - e. Americans with Disabilities Act of 1990 (prohibiting discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications).
 - f. The Family and Medical Leave Act of 1993 (requiring covered employers to provide up to 12 weeks of job protective leave to eligible employees for certain family and medical reasons).
 - g. Florida Educational Equity Act (prohibiting discrimination on the basis of race, gender, national origin, marital status, or disability against a student or employee).
 - h. The Florida Civil Rights Act of 1992 (securing for all individuals in the State of Florida freedom from discrimination because of race, color, religion, gender, national origin, age, disability or marital status).
 - i. Veterans are provided reemployment rights in accordance with federal and state law (section 295.07, Florida Statutes).
2. The charter school shall ensure that exceptional students shall be provided with programs implemented in accordance with federal, State and local policies and procedures, specifically the Individuals with Disabilities Education Act (IDEA), section 504 of the Rehabilitation Act of 1973, section 1000.05 and 1001.42(4)(l) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. The programs shall include, but are not limited to, the following:
- a. A nondiscriminatory policy regarding admission, placement, assessment, and identification.
 - b. Free appropriate public education.
 - c. Individualized education programs (“IEP”) which include an IEP meeting with the student’s family.
3. The charter school shall ensure that students with disabilities shall be educated in the least restrictive environment and shall be segregated only if the nature and severity of the disabilities is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. It shall be the school’s goal to place students in an environment where they can flourish. If the charter school believes it may not be able to meet the needs of an enrolled

363 disabled student, it will contact and consult with the Lee County
364 School District staff concerning the student's educational placement.
365 The school's staff shall work closely and as early as possible in the
366 planning and development stages with District staff to discuss the
367 needed services of the school's students with disabilities. Such
368 students will be referred for enrollment at a Lee County School District
369 school only when school and District staff agrees the student's
370 educational needs cannot be met at the charter school.
371 Parents/guardians of students with disabilities shall be afforded
372 procedural safeguards in the native language, which includes the
373 areas of notice and consent, independent educational evaluations,
374 confidentiality of student records, due process hearings, and surrogate
375 parents. Alternative assessments shall be provided for students with
376 disabilities if the I.E.P. team determines the need.
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378 4. The charter school shall ensure that students who are of limited
379 proficiency in English shall be served by ESOL certified personnel
380 who shall follow the District plan for limited English proficient students.
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382 (h) Criteria for Admissions, Selection and Dismissal: If a public school converts
383 to a charter school, parents/guardians may request nonparticipation and
384 receive an assignment to a public school. All students attending a public
385 school, which converts to a charter school, shall be eligible to attend.
386

387 (i) Instructional Methods: The instructional methods to be administered with
388 respect to all eligible students shall be described, including services to ESE
389 and ESOL students.
390

391 (j) Marketing/Recruitment Plan: The method(s) by which the charter school shall
392 convey to the public its purpose and mission, and attract interested students
393 and parents/guardians shall be described.
394

395 (k) State Assessment Programs: At a minimum, the charter school must
396 participate in state and local testing programs established to comply with the
397 statewide assessment program and District-required evaluations in which
398 other District students participate. The District shall coordinate the
399 administration of these instruments.
400

401 (l) Student Rights, Discipline and Safe Learning Environment: The charter
402 school's rules applicable to student rights, discipline, and the creation and
403 maintenance of a safe learning environment shall be described. Conflict
404 resolution strategies for students, parents and staff shall be described. There
405 must be a description of procedures that identify various risks and provide for
406 a comprehensive approach to reduce the impact of losses; plans to ensure
407 the safety and security of students and staff; plans to identify, minimize and
408 protect others from violent or disruptive student behavior.

- 409 (m) Diversity: Methods for achieving racial and ethnic balance of student
410 population in conformity with District goals and Policy related to diversity and
411 the method of student assignment then applicable shall be described.
412
- 413 (n) In secondary charter schools, a method for determining that a student has
414 satisfied the requirements for graduation in s.1003.43.
415
- 416 (o) Selection of Personnel:
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- 418 1. There shall be evidence of potential strategies for recruiting, hiring and
419 retaining quality staff to achieve best value, including an
420 acknowledgement that the school must fully comply with certification,
421 credentialing, and licensing requirements established under state and
422 federal law.
423
 - 424 2. There shall be an acknowledgment that the charter school shall select
425 its own employees and that those employees shall have the option to
426 bargain collectively in accordance with s.1002.33(12), F.S. Teachers
427 shall be certified as required by s.1002.33(12), F.S. The charter
428 school may employ or contract with selected non-certified personnel o
429 provide instructional services as education professionals in the
430 manner defined in Chapter 1012, F.S. A charter school may not
431 employ an individual to provide instructional services or to serve as a
432 teacher's assistant if the individual's certification has been suspended
433 or revoked by any state. A charter school may not employ an
434 individual who has resigned from a school district in lieu of disciplinary
435 action with respect to student welfare or safety, or who has been
436 dismissed for just cause by any school district with respect to student
437 welfare or safety. All employees of a charter school shall be
438 fingerprinted as provided for in s.1012.32, F.S.
439
 - 440 3. If teachers at a charter school choose to be part of a professional
441 group that subcontracts with the charter school to operate the
442 instructional program under the auspices of a partnership or
443 cooperative that they collectively own, they shall not be considered
444 public employees.
445
 - 446 4. Employees of the District may take leave for up to three years to
447 accept employment in a charter school upon the approval of the Board
448 and shall maintain seniority accrued in the District. They may continue
449 to be covered by the benefit program of the District only if the charter
450 school and the Board agree in writing to the arrangement and its
451 financing.

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5. A charter school shall check the background of all employees in accordance with Board Policy and Florida law. All employees of the school must meet the requirements for moral character as required by District employees generally. Failure to meet this requirement shall constitute good cause to revoke the charter.
 6. The charter school shall adopt policies establishing standards of ethical conduct for instructional personnel and school administrators in the form required by Section 1002.33, F.S.
 7. The charter shall not employ instructional personnel or school administrators in any position that requires direct contact with students if the applicant is ineligible for employment due to conviction of an offense within Section 1012.315, F.S.
 8. The charter shall, before employing instructional personnel or school administrators in any position that requires direct contact with students, conduct an employment history check, including contacting the applicant's previous employer and use screening tools provided by the Florida Department of Education. The charter shall not provide instructional personnel or school administrators with employment references or discuss the employee's performance with employers in another educational setting without disclosing the employee's misconduct.
 9. The charter school shall describe its plan for the hiring, discipline and termination of employees.
 10. The charter school shall describe its plan for professional development.
 11. The governing body of a charter school may elect to participate in the Florida Retirement System after proper application under section s.121.021(34), F.S.
 12. The charter school shall fully disclose the identity of all relatives, as defined in s.1002.33 F.S., employed by the charter school, related to the charter school owner, president, superintendent, principal, assistant principal, a governing board member or any other person employed by the charter school who has decision-making authority.
- (p) Student Withdrawal: Parents/guardians may withdraw a student from a charter school at any time. The student may return to the Student Assignment Office to seek assignment to another school. In addition, a charter school may not expel, withdraw or transfer a student involuntarily, unless the withdrawal or transfer is accomplished through Board Policy or administrative procedure.

- 499 (q) School Year: A charter school shall provide instruction for at least 180 days
500 and may provide instruction for additional days. Reimbursement for
501 additional days of instruction shall be subject to the limits of the Florida
502 Education Finance Program, General Appropriations Act and other rule or
503 programs that restrict funding to the School District. Upon approval of a
504 charter application, the initial startup must commence with the beginning of
505 the school year calendar(s) adopted by the Board.
506
- 507 (r) Technology: Identification and acquisition of appropriate technology are
508 needed to improve educational and administrative performance. This must
509 include a means for promoting safe, ethical, and appropriate uses of
510 technology that comply with legal and professional standards.
511
- 512 (s) Transportation: The charter school shall provide for the appropriate
513 transportation of students. Transportation of students shall be consistent with
514 the requirements of part I.e. of F.S. Chapter 1006. All transportation plans
515 shall be subject to review and approval by the District prior to
516 implementation.
517
- 518 (t) Food Service: The charter school shall be solely responsible for providing
519 appropriate food services for students. The charter school's food service plan
520 shall be subject to review and approval by the District prior to and during
521 implementation. Each charter school cafeteria must post in a visible location
522 and on the charter school Web site the charter school's semiannual
523 sanitation certificate and a copy of its most recent sanitation inspection report
524 as required by s.1013.12(2)b, F.S.
525
- 526 (u) Facilities: A charter school shall utilize facilities which comply with the Florida
527 Building Code pursuant to Chapter 553. Charter Schools are not required to
528 comply, but may choose to comply, with the state Requirements for
529 Educational Facilities of the Florida Building Code adopted pursuant to
530 s.1013.37, F.S. A charter school shall utilize facilities that comply with the
531 Florida Fire Prevention Code, pursuant to s.633.025, F.S, as adopted by the
532 authority in whose jurisdiction the facility is located. A lease agreement or
533 documentation evidencing property interest and a certificate of occupancy
534 with evidence that all applicable codes have been met shall be provided no
535 less than four weeks prior to the opening of the school year or the school
536 shall not be permitted to be open to students. In addition:
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- 538 1. The facilities to be used and the location must be specified.
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 - 540 2. The charter school shall provide the Board with documentation
541 regarding the schools property interest, as owner and lessee, in the
542 property and facility where the school shall operate. If the charter
543 school does not own the property and facility, the school must show
544 proof of a signed lease four weeks before the initial opening day of
545 classes.

- 546 3. The charter school may not utilize facilities, which are owned by the
547 Board, unless it pays fair market value rent for such use. If the facility
548 is surplus, it shall be made available to a charter school on the same
549 basis as other public schools in the District.
550
- 551 4. The charter school shall show proof of the appropriate facility
552 certification, including all certificates that are required by the
553 applicable building codes, before initial opening day of classes. Failure
554 to secure the appropriate certification by the initial opening day of
555 classes shall constitute good cause for termination of the charter.
556
- 557 5. There shall be an acknowledgment that the Board shall be allowed to
558 conduct inspections of the facilities at reasonable times and that lack
559 of compliance with applicable facilities requirements shall be grounds
560 for termination of the charter.
561
- 562 6. In the event educational impact fees required to be paid in connection
563 with the new residential dwelling units are designated instead for the
564 construction of the charter school facilities, such facilities shall be built
565 to the State Requirements for Educational Facilities. The School
566 District will have the right to monitor and inspect such facilities to
567 ensure compliance with the State Requirements for Educational
568 Facilities. If a facility ceases to be used for public educational
569 purposes, either the facility shall revert to the school district subject to
570 any debt owed on the facility, or the owner of the facility shall have the
571 option to refund all educational impact fees utilized for the facility to
572 the school district. The district and the owner of the facility may
573 contractually agree to another arrangement for the facilities if the
574 facilities cease to be used for educational purposes.
575
- 576 (v) Tuition and Fees: A charter school shall not charge tuition or fees, except
577 those fees normally charged by other schools in the District. The charter
578 school shall waive such fees when notified by parents that the fee poses an
579 obstacle to accessing the educational program. An itemized and specific
580 schedule of all fees for any and all items required of students, including but
581 not limited to school uniforms, supplies, locks, locker rental, binders, agenda
582 books, parking fees, and equipment, will be submitted to the Sponsor not
583 later than the first student day of school each year. If students are required
584 to use a sole-source vendor for any item or service, the school must submit
585 to Sponsor an educational rationale for requiring each sole-source vendor.
586
- 587 (w) Graduation and Promotion: The method for determining whether a student
588 has met graduation or promotion requirements shall be described.

- 589 (x) Student Records: The charter school shall maintain both active and archival
590 records for current/former students. The District shall assist the school in
591 establishing appropriate record formats. All permanent records of students
592 leaving the school, whether by graduation, transfer to the public school
593 system, or withdrawal to attend another school, must be transferred to the
594 school system in accordance with the state law and in full compliance with
595 District protocols and procedures. Records of student progress must be
596 transferred to the District if the student is returning to the District. Charter
597 schools must use the Florida Department of Education electronic data
598 formats when submitting student information.
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- 600 (y) Governance Training: Documentation shall be provided to establish that
601 appropriate staff and officers of the charter school have participated in
602 training as required by s.1002.33 F.S.
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- 604 (z) Funding and Auditing:
605
- 606 1. As provided in s.1002.33, F.S. students enrolled in a charter school
607 generally shall be funded the same as students enrolled in a basic or
608 special program in any other public school in the District.
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 - 610 2. The governing board of the charter school shall annually adopt and
611 maintain an operating budget.
612
 - 613 3. The charter shall contain an assurance that each charter school shall
614 report its student enrollment to the Board as required by s.1011.62,
615 F.S. and the definitions set forth in s.1011.61, F.S. in a manner
616 consistent with the District and State reporting requirements. The
617 Board shall include each charter school's enrollment in the District's
618 report of student enrollment to the State.
619
 - 620 4. Charter schools whose students or programs meet the eligibility
621 criteria in law shall be entitled to their proportionate share of all Florida
622 Education Finance Program ("FEFP") and General Appropriation Act
623 funds, state and local gross and discretionary funds, categorical
624 program funds and federal funds as provided by law. Total funding for
625 each charter school shall be recalculated during the year to adjust for
626 the actual weighted full-time equivalent and eligible students reported
627 by the school and the revised calculations under the FEFP, following
628 the October and February Full-Time Equivalent (FTE) counts. The
629 charter school shall provide the Board with documentation that
630 categorical funds received by the school were expended for purposes
631 for which the categorical funds were established by the Legislature.

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5. A total administrative fee for the provision of such services shall be calculated based upon 5 five percent of the available funds defined in paragraph (z)4. for all students. However, the School Board will only withhold a five percent administrative fee for enrollment for up to and including 500 students for each school. For charter schools with a population of 501 or more students, the difference between the total administrative fee calculation and the amount of the administrative fee withheld may only be used for capital outlay purposes specified in s.1013.62 (2). If a municipality has submitted charter applications for the establishment of a charter school feeder pattern, consisting of elementary, middle, and senior high schools and each individual charter application has been approved, such schools shall then be designated as one school and charged one fee. The Board may charge this fee by withholding from each payment made to the charter school for administrative costs. Administering the contract includes providing technical assistance, monitoring policy compliance and processing financial, student and other records or required reports, contract management services, FTE and data reporting, Exceptional Student Education administration, services related to eligibility and reporting duties required to ensure provision of school lunch services under the federal lunch program if requested, test administration services, including payment of the costs of state-required or district-required student assessments, processing of teacher certificate data and information services, including equal access to student information systems that are used by public schools in the district in which the charter school is located. Student performance data for each student including, but not limited to, FCAT scores, standardized test scores, and student performance measures shall be provided to a charter school in the same manner as provided to other public schools in the District. This does not include contract(s) for other specific services to staff or student participation in benefit packages or other special programs.
 6. The District shall make every effort to ensure that charter schools receive timely and efficient reimbursement with payment issued no later than 10 working days after receipt of a complete invoice, or it shall pay a penalty of one percent interest per month. Payment shall be made on a monthly basis in arrears based upon the estimated number of FTE students in membership during the FTE survey period. When appropriate, during any fiscal year, payment may be adjusted monthly to reflect the number of actual FTE students in membership during the FTE survey period. If the charter school's portion of the FTE is adjusted downward, the charter school shall reimburse the Board for the amount of the downward adjustment within 30 days.

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7. The Board may approve a charter before the applicant has secured space, equipment or personnel if the applicant indicates approval is necessary for it to raise working capital and such is to the satisfaction of the Board.
 8. A new school shall utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools. Federal, state and local funds shall be maintained according to existing mandates and practices, i.e., separate funds and bank accounts for federal funds and state and local funds.
 9. The school shall provide monthly financial statements to the Board, which at a minimum, shall include a balance sheet and a statement of revenues and expenditures and changes in fund balances prepared in accordance with general accepted accounting principles and in a format which includes a detail of all revenue and expenditure activities relating to its operations. The statement shall be in the format prescribed by the Florida Department of Education.
 10. At the discretion of the charter school governing board, a charter school may elect to follow generally accepted accounting standards for not-for-profit organizations, but must reformat this information for reporting according to this paragraph. The governing board of the school shall exercise continuing oversight over charter school operations and shall provide the Board with annual audited financial reports for year ending June 30 by September 11 of that year. These reports must include a complete set of financial statements and notes thereto prepared in accordance with Governmental Accounting Standards Board Statements for inclusion into the school's financial statements, formatted by revenue source and expenditures and detailed by function and object by the following timeline:
 - a. Unaudited statements: no later than August 1 of each year
 - b. Audited statements: no later than September 11 of each year
 11. The financial audit shall be performed by a qualified certified public accountant that is approved by the Board. The audit shall be performed in accordance with generally accepted auditing standards; Government Auditing Standards, issued by the Comptroller General of the United States; and the Rules of the Auditor General, State of Florida. The funding for any subsequent year or contract extension if approved by the Board shall be contingent upon the receipt and subsequent review of the audit by the Board. The school shall bear all cost associated with the financial audit.

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12. There should be a description of clearly delineated responsibilities and the policies and practices needed to manage effectively the charter school. A description of internal audit procedures and establishment of controls to ensure that financial resources are properly managed must be included.
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13. The asset and liability projections required in the application which are incorporated into the charter and which shall be compared with information provided in the annual report of the charter school. The charter shall ensure that, if a charter school internal audit reveals a state of financial emergency or a deficit financial position, the auditors are required to notify the charter school governing board, the sponsor, and the Department of Education. The internal auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the charter school and the governing board within 7 working days after the finding. A final report shall be provided to the entire governing board, the sponsor, and the Department of Education within 14 working days after the exit interview. A charter school found to be in a state of financial emergency shall file a detailed financial recovery plan with the School Board within 30 days of such finding for approval by the School Board.
- 744 (aa) Insurance: The specific insurance to be provided shall be clearly described
745 and shall incorporate the following language:
746
- 747 1. In General: The charter school shall provide evidence of insurance as
748 follows:
749
- 750 a. As evidence of compliance with the insurance required by this
751 Contract, the charter school shall furnish the Board with fully
752 completed certificate(s) of insurance signed by an authorized
753 representative of the insurer(s) providing the coverages before
754 the initial opening day of classes. The certificates shall be
755 issued to the Board and name the Board as an additional
756 insured.
757
- 758 b. Each certificate of insurance shall provide that the Board be
759 given no less than 60 days written notice prior to cancellation.
760
- 761 c. Until such time as the insurance is no longer required to be
762 maintained by the charter school, the school shall provide the
763 Board with evidence of the renewal or replacement of the
764 insurance no less than 30 days before the expiration or
765 termination of the required insurance for which evidence was
766 provided.

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- d. Insurers providing the insurance must meet the following minimum requirements:
 - (1) Be authorized by subsisting certificates of authority issued by the Department of Insurance of the State of Florida, or be an eligible surplus line insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A -" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.
 - (2) If, during this period when an insurer is providing the required insurance, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the charter school has knowledge of any such failure, the school shall immediately notify the Board and immediately replace the insurance provided by the insurer with an insurer meeting the requirements.
 - e. Without limiting any of the other obligations or liabilities of the charter school, the school shall at the school's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements of this Board Policy. The insurance shall commence prior to the commencement of the opening of the school and shall be maintained in force, without interruption, until the charter is terminated.
2. Required Insurance Coverage:
- a. Commercial General Liability Insurance: At a minimum, the commercial general liability insurance provided by the charter school shall conform to the following requirements:
 - (1) The charter school's insurance shall cover the school for those sources of liability (including, but not by way of limitation, coverage for operations, products/-completed operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard commercial general liability coverage form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services office.

- 811 (2) The minimum limits to be maintained by the charter
812 school (inclusive of any amounts provided by an
813 umbrella or excess policy) shall be \$1 million per
814 occurrence/\$3 million annual aggregate.
815
- 816 (3) Except with respect to coverage for property damage
817 liability, the commercial general liability coverage shall
818 apply on first dollar basis without application of any
819 deductible or self-insured retention. The coverage for
820 property damage liability may be subject to a maximum
821 deductible of \$1,000 per occurrence.
822
- 823 (4) The charter school shall include the Board and its
824 members, officers and employees as an "additional
825 insured" on the required commercial general liability
826 insurance. The coverage afforded such additional
827 insured shall be no more restrictive than that which
828 would be afforded by adding the Board as additional
829 insured using the latest additional insured - owners,
830 lessees or contractors (Form B) endorsement (ISO Form
831 CG 20 10). The certificate of insurance shall be clearly
832 marked to reflect "The School Board, its members,
833 officers, employees and agents as additional insured."
834
- 835 b. Automobile Liability Insurance: Automobile liability insurance
836 provided by the charter school shall conform to the following
837 requirements:
838
- 839 (1) The charter school's insurance shall cover the school for
840 those sources of liability which would be covered by
841 Section II of the latest occurrence edition of the standard
842 business auto policy (ISO Form CA 00 01), including
843 coverage for liability contractually assumed, as filed for
844 use in the State of Florida by the Insurance Service
845 Office.
846
- 847 (2) Coverage shall be included on all owned, non-owned
848 and hired autos used in connection with the operation of
849 the charter school.
850
- 851 (3) The minimum limits to be maintained by the charter
852 school (inclusive of any amounts provided by an
853 umbrella or excess policy) shall be \$1 million per
854 occurrence.

- 855 (4) The charter school shall include the Board and its
856 members, officers, and employees as an “additional
857 insured” on the required automobile liability insurance.
858 The certificate of insurance shall be clearly marked to
859 reflect, “The School Board, its members, and employees
860 as additional insured”.
- 861
- 862 c. Workers’ Compensation/Employers’ Liability: The workers’
863 compensation/employers’ liability insurance provided by the
864 charter school shall conform to the following requirements:
- 865
- 866 (1) The charter school’s insurance shall cover the school
867 (and to the extent its subcontractors and its sub-
868 subcontractors are not otherwise insured, its
869 subcontractors and sub-subcontractors) for those
870 sources of liability which would be covered by the latest
871 edition of the standard workers’ compensation policy, as
872 filed for use in Florida by the National Council on
873 Compensation Insurance, without restrictive
874 endorsements. In addition to coverage for the Florida
875 Workers’ Compensation Act, where appropriate,
876 coverage is to be included for the Federal Employers’
877 Liability and any other applicable federal or state law.
878
- 879 (2) Subject to the restrictions found in the standard workers’
880 compensation policy, there shall be no maximum limit on
881 the amount of coverage for liability imposed by the
882 Florida Workers’ Compensation Act or any other
883 coverage customarily insured under Part One of the
884 standard workers’ compensation policy. The minimum
885 limits for employers’ liability shall be \$1 million by
886 accident/each accident, \$1 million by disease/each
887 employee and policy limit aggregate.
888
- 889 d. School Leader’s Errors and Omissions Insurance: The charter
890 school shall provide coverage, subject to reasonable
891 commercial availability, in the form of school leader’s errors and
892 omissions liability insurance conforming to the following
893 requirements:
- 894
- 895 (1) The school leader’s errors and omissions liability
896 insurance shall be on a form acceptable to the Board
897 and shall cover the charter school for those sources of
898 liability typically insured by school leader’s errors and
899 omissions insurance arising out of the rendering or
900 failure to render professional services in the

- 901 performance of the charter, including all provisions of
902 indemnification which shall be part of the charter.
903
- 904 (2) The insurance shall be subject to a maximum deductible
905 not to exceed \$100,000 per claim.
906
- 907 (3) If on a claims-made basis, the charter school shall
908 maintain, without interruption, the professional liability
909 insurance until three (3) years after termination of the
910 charter.
911
- 912 (4) The minimum limits to be maintained by the charter
913 school (inclusive of any amounts provided by an
914 umbrella or excess policy) shall be \$3 million per
915 claim/annual aggregate.
916
- 917 e. Fidelity Bond: The charter school shall provide a blanket
918 fidelity bond covering all employees on an occurrence basis in
919 the amount of not less than \$100,000.
920
- 921 3. Applicable to All Coverage
922
- 923 a. The insurance provided by the charter school shall apply on a
924 primary basis and any other insurance or self-insurance
925 maintained by the Board or its members, officers, employees or
926 agents, shall be in excess of the insurance provided by or on
927 behalf of the school.
928
- 929 b. Except as otherwise specified, the insurance maintained by the
930 charter school shall apply on a first dollar basis without
931 application of a deductible or self-insurance retention.
932
- 933 c. Compliance with the insurance requirements shall not limit the
934 liability of the charter school, its subcontractors, its sub-
935 subcontractors, its employees or its agents to the Board or
936 others. Any remedy provided to the Board or its members,
937 officers, employees or agents by the insurance shall be in
938 addition to and not in lieu of any other remedy available under
939 this charter or otherwise.
940
- 941 d. The charter school shall require its subcontractors and its sub-
942 subcontractors to maintain any and all insurance required by
943 law. Except to the extent required by law, the charter does not
944 establish minimum insurance requirements for the
945 subcontractors or sub-subcontractors.

- 946 e. Neither approval by the Board nor failure to disapprove the
947 insurance furnished by the charter school shall relieve the
948 school of the school's full responsibility to provide the insurance
949 required by this Policy.
950
- 951 f. The charter school shall be in default of the charter for failure to
952 maintain such insurance.
953
- 954 g. The charter school must notify the Board of any contemplated
955 changes in insurance coverage, with such changes subject to
956 Board approval.
957
- 958 4. Indemnification/Hold Harmless:
959
- 960 a. The charter school, to the extent immunity may be waived
961 pursuant to s.768.28 F.S., shall agree to indemnify, defend with
962 competent counsel selected by the school with the Board's
963 reasonable approval and agrees to hold the Board, its
964 members, officers, employees, and agents, harmless from any
965 and all claims, actions, costs, expenses, damages and
966 liabilities, including reasonable attorney's fees at the trial,
967 appellate, and administrative level arising out of, connected
968 with or resulting from:
969
- 970 (1) The negligence, intentional wrongful act, misconduct or
971 culpability of the school's employees or other agents in
972 connection with or arising out of their services within the
973 scope of the charter agreement.
974
- 975 (2) The school's material breach of the charter or law.
976
- 977 (3) Any failure by the school to pay its suppliers or any
978 subcontractors. The duty to indemnify for professional
979 liability as insured by the school leader's errors and
980 omissions policy described above shall continue in full
981 force and effect notwithstanding the expiration or early
982 termination of the charter with respect to any claims
983 based on facts or conditions which occurred prior to
984 termination. In no way shall the school leader's errors
985 and omissions three-year limitation on post-termination
986 claims of professional liability impair the Board's claims
987 to indemnification with respect to a claim for which the
988 school is insured or for which the school is uninsured
989 under commercial general liability insurance, automobile
990 liability insurance or employers' liability insurance. In
991 addition, the school shall indemnify, defend and protect
992 and hold the Board harmless against all claims and

- 993 actions brought against the Board by reason of any
 994 actual or alleged infringement of patent or other
 995 proprietary rights in any material, process, machine or
 996 appliance used by the school.
 997
- 998 b. The charter school and the Board shall agree to notify each
 999 other of the existence of any third-party claim, demand or other
 1000 action giving rise to a claim for indemnification and shall give it
 1001 a reasonable opportunity to defend the same at its own
 1002 expense and with its own counsel, provided that the school or
 1003 the Board shall at all times have the right to participate in such
 1004 defense at its own expense. If, within a reasonable amount of
 1005 time after receipt of notice of a third-party claim, the school or
 1006 the Board shall fail to undertake to so defend, the other party
 1007 shall have the right, but not the obligation, to defend and to
 1008 compromise or settle (exercising reasonable business
 1009 judgment) the third-party claim for the account and at the risk
 1010 and expense of the school or the Board which they agree to
 1011 assume.
 1012
- 1013 (aa) Nature of Entity: The status of the charter school as a private or public
 1014 employer shall be stated. In addition, there shall be an acknowledgment that
 1015 the school shall be run as a nonprofit organization. Included with the
 1016 application and incorporated into the charter shall be the entity's articles of
 1017 incorporation and governance structure, including names, addresses,
 1018 financial disclosure information (to include the requirements of F.S. Chapter
 1019 112, for Board Members) and background checks for the entity's governing
 1020 body.
 1021
- 1022 (bb) Implementation: The timetable for implementation and commencement of the
 1023 charter school's operations shall be described. A charter school may begin
 1024 operation only at the beginning of the District's school year.
 1025
- 1026 (cc) Statement of the school's timeline for accreditation, including the name of
 1027 accreditation agency the school intends to use. If the school has no plans to
 1028 seek accreditation, this will be included in the statement. Approved charter
 1029 school operators must provide notice to the Sponsor when there is any
 1030 change in the school's accreditation status.
 1031
- 1032 (6) Additional Miscellaneous Provisions to Be Included in Charter
 1033
- 1034 (a) Neither party shall be in default of the charter if the performance of any part
 1035 or all of the charter is prevented, delayed, hindered or otherwise made
 1036 impracticable or impossible by reason of any strike, flood, hurricane, riot, fire,
 1037 explosion, war, act of God, sabotage, accident or any other casualty or cause
 1038 beyond either party's control, and which cannot be overcome by reasonable
 1039 diligence and without unusual expense.

- 1040 (b) Either party without the prior written consent of the other party shall not
1041 assign the charter.
1042
- 1043 (c) All representations and warranties made shall survive termination of this
1044 contract.
1045
- 1046 (d) The charter school and the Board both represent that they have been
1047 represented in connection with negotiation and execution of the charter and
1048 are satisfied with the representation.
1049
- 1050 (e) It shall be an event of default hereunder if any party fails to perform its
1051 obligation hereunder or fails to abide by any of its promises and covenants
1052 hereunder.
1053
- 1054 (f) Each party warrants and represents, with respect to itself, that neither the
1055 execution of the charter nor performance of the obligations contemplated
1056 hereby, shall violate any legal requirement, result in or constitute a breach or
1057 default under any indenture, contract, or other commitment or restriction to
1058 which it or by which it is bound, or require any consent, vote or approval
1059 which has not been obtained, or at the appropriate time shall not have been
1060 given or obtained. Each party covenants that it has and shall continue to
1061 have throughout the term of the charter full right and authority to enter into
1062 the charter and to perform its obligations hereunder, and each party agrees
1063 to supply to the other party, upon request, evidence of such right and
1064 authority.
1065
- 1066 (g) Each and all of the covenants, terms, provisions and charter shall be binding
1067 upon the inure to the benefit of the parties hereto and their respective
1068 assigns, successors, subsidiaries, affiliates, holding companies and legal
1069 representatives, as allowed in the charter.
1070
- 1071 (h) All notices to be given shall be in writing, and all payments to be made
1072 hereunder shall be by check or electronic wire transfer and may be served by
1073 a) depositing the same in the United States mail addressed to the party to be
1074 notified, postpaid, and registered or certified with return receipt requested or
1075 b) by delivering the same in person to such party by (i) personal delivery or
1076 (ii) overnight courier. Notice deposited in the mail in accordance with the
1077 provisions hereof shall be deemed to have been given on the third day
1078 following the date postmarked on the envelope containing such notice, or
1079 when actually received, whichever is earlier. Notice given in any manner
1080 shall be effective only if and when received by the party to be notified. All
1081 notices to be given to the parties hereto shall be sent or delivered at the
1082 addresses or facsimile numbers set forth below:

- 1083 If to Board:
 1084 The School District of Lee County
 1085 Attention: Superintendent
 1086 2855 Colonial Blvd.
 1087 Fort Myers, FL 33966-1012
 1088 Telephone: (239) 337-8301
 1089 Telecopy (239) 337-8378
 1090 If to charter school:
 1091 (add information)
 1092
 1093 (i) By giving the other party at least fifteen (15) days written notice thereof, each
 1094 party shall have the right to change its address and specify as its new
 1095 address for the purpose hereof any other address in the United States.
 1096
 1097 (j) No consent or waiver, express or implied, by either party to the charter or any
 1098 breach or default by another in the performance of any obligations hereunder
 1099 shall be deemed or construed to be consent or waiver to or of any other
 1100 breach or default by such party hereunder. Except as otherwise provided
 1101 herein, failure on the part of any party hereto to complain of any act or failure
 1102 to act by the other party or to declare the other party in default hereunder,
 1103 irrespective of how long such failure continues, shall not constitute a waiver
 1104 of the rights of such party hereunder.
 1105
 1106 (k) The charter may be executed in one or more counterparts, each of which
 1107 shall be deemed an original and all of which, taken together, shall be
 1108 construed as a single instrument.
 1109
 1110 (l) In the event any provision of the charter is determined by a court of
 1111 competent jurisdiction to be illegal or unenforceable, then such
 1112 unenforceable or unlawful provision shall be excised and the remainder of
 1113 the charter shall continue in full force and effect. Notwithstanding the
 1114 foregoing, if the result of the deletion of such provision shall materially and
 1115 adversely affect the rights of a party hereunder, such party may elect, at its
 1116 option, to terminate the charter in its entirety.
 1117
 1118 (m) All rights, powers, remedies, benefits, and privileges available under any
 1119 provision of this charter to any party hereunder is in addition to and
 1120 cumulative of any and all rights, powers, remedies, benefits and privileges
 1121 available to such party under all other provisions of the charter, at law or in
 1122 equity.
 1123
 1124 (n) The charter shall be governed by and construed under the laws of the State
 1125 of Florida and the United States. Except for a suit in federal court, Lee
 1126 County, Florida, shall be the proper place of venue for all suits to enforce the
 1127 charter. Any legal proceeding arising out of or in connection with the charter
 1128 shall be brought in the circuit courts of Lee County, Florida, or if appropriate,
 1129 the United States District Court for the Middle District of Florida, Fort Myers

- 1130 Division. The method for resolving a conflict between the Board and
1131 governing body of the charter school prior to suit shall be nonbinding
1132 mediation. In the event of any conflict, each party shall bear the costs of its
1133 own attorney's fees.
1134
- 1135 (o) Whenever any party requires any review or approval hereunder, such party
1136 agrees that such review or approval shall be promptly and expeditiously
1137 prosecuted to conclusion.
1138
- 1139 (p) The parties hereto agree to execute any and all further instruments and
1140 documents and take all such action as may be reasonably required by either
1141 party to effectuate the terms and provisions of the charter and the
1142 transactions contemplated therein.
1143
- 1144 (q) It is understood and agreed that nothing contained in the charter shall be
1145 deemed or construed as creating a partnership or joint venture between the
1146 Board and charter or any other party, or cause either party to be responsible
1147 in any way for the debts and obligations of the other party.
1148
- 1149 (r) Legal counsel who has had ample opportunity to and has participated in the
1150 drafting of the charter shall represent each of the parties. Therefore, the
1151 charter shall not be construed more favorably or unfavorably against any
1152 party.
1153
- 1154 (s) The charter shall be made and entered into for the sole protection and
1155 benefit of the parties and their respective successors and no other person or
1156 entity shall have any right or action under the charter.
1157
- 1158 (t) The charter shall constitute the entire agreement between the parties with
1159 respect to the matters covered hereby. Any and all prior negotiations,
1160 representations, and agreements with respect thereto not incorporated in the
1161 charter shall be, upon execution, canceled. The charter may be modified or
1162 amended only by a written document duly executed by the parties.
1163
- 1164 (u) Any contract entered into by the charter school and a third party must provide
1165 that the third party is not a public employee and is not entering into a contract
1166 with the Board.
1167
- 1168 (v) A statement that the charter incorporates by references all of the information
1169 contained in the approved application and Board Policy.
1170
- 1171 (w) The charter shall describe alternative arrangements for teachers at a
1172 converting public school who choose not to participate.
1173
- 1174 (x) In the event the Charter is terminated, all unencumbered funds, equipment
1175 and property purchased with public education funds shall revert to the
1176 ownership of the School Board.

- 1177 (y) During emergency situations such as may be declared by the Superintendent
1178 or other authorities, charter school operators will comply with all emergency
1179 orders issued by the Superintendent or other authorities, including but not
1180 limited to orders regarding emergency preparations, parent notifications,
1181 emergency school closings, shelter operations, and initial recovery
1182 procedures. Issuance of such orders will not create any debt, liability,
1183 obligation, or right not specified elsewhere in this policy or in state or federal
1184 law.
1185
- 1186 (7) Causes for Nonrenewal or Termination of Charter
1187
- 1188 (a) At the end of the term of a charter, the Board may choose not to renew the
1189 charter for any of the following grounds which shall constitute good cause:
1190
- 1191 1. Failure to participate in the State's education accountability system
1192 created in s.1008.31, F.S. or failure to meet the requirements and
1193 expectations for student performance stated in the Charter.
1194
 - 1195 2. Failure to meet generally accepted standards of fiscal management.
1196
 - 1197 3. Violation of any aspect of law or regulation
1198
 - 1199 4. Violation of any aspect of Policy 2.28, Charter Schools
1200
 - 1201 5. The Board determines that the health, safety or welfare of any charter
1202 school student has or potentially may be threatened.
1203
 - 1204 6. Violation of the charter
1205
 - 1206 7. Failure to meet the mandatory purpose in the statute
1207
 - 1208 8. Failure to correct deficiencies noted in a corrective action plan within
1209 one year of notice of the deficiency
1210
 - 1211 9. Exhibiting one or more financial emergency conditions as specified in
1212 s.218.503 F.S. for two consecutive years.
1213
 - 1214 10. Other good cause shown
1215
- 1216 (b) At least 90 days prior to nonrenewing or terminating a charter, unless the
1217 Board determines that an emergency exists, the Board shall notify the
1218 governing body of the charter school of the proposed action in writing,
1219 detailing the ground(s) for the action and stipulating that a request for an
1220 informal hearing before the Board may be requested within 14 days of receipt
1221 of the notice. The Board shall conduct an informal hearing within 30 days
1222 after receiving a written request. If a charter is not renewed or is terminated,
1223 the Board shall, within 10 calendar days, notify the charter school governing

- 1224 board, charter school principal and Florida Department of Education of the
1225 action. The charter school's governing body may, within 30 days after
1226 receiving the Board's decision to terminate or refuse to renew the charter,
1227 appeal the decision to the State Board of Education.
1228
- 1229 (c) If a charter is not renewed or is terminated, the Board may assume the
1230 operation of the school, or the school shall be dissolved and students
1231 assigned to other public schools in accordance with the District's student
1232 assignment plan. All unencumbered funds, except for capital outlay funds
1233 and federal charter school program grant funds, as well as property and
1234 improvements, furnishings and equipment purchased with public funds shall
1235 automatically revert to full ownership of the Board. Capital outlay funds
1236 provided pursuant to s.1013.62, F.S. and federal charter school program
1237 grant funds that are unencumbered shall revert to the Florida Department of
1238 Education to be redistributed among eligible charter schools. If the charter
1239 school's accounting records fail to establish clearly whether a particular asset
1240 was purchased with public funds or nonpublic funds, ownership of the assets
1241 shall revert to the Board. The charter school shall reimburse the Board for all
1242 costs incurred by the Board as a result of the termination within 30 days of
1243 termination.
1244
- 1245 (d) If a charter is not renewed or is terminated, the charter school shall submit to
1246 the Board all records, including student records, related to the school without
1247 delay.
1248
- 1249 (e) If a charter is not renewed or is terminated, the charter school is responsible
1250 for all debts of the charter school. The Board shall not assume the debt from
1251 any contract for services made between the governing body of the school
1252 and a third-party, except for a debt that is previously detailed and agreed
1253 upon in writing by both the governing body of the charter school and the
1254 Board and that may not reasonably be assumed to have been satisfied by
1255 the Board.
1256
- 1257 (8) Charter Renewal. At expiration of the term of the charter agreement, the charter
1258 may be renewed by mutual written agreement of the parties. If the school desires to
1259 renew the charter it shall submit an application at least 120 days before expiration
1260 of the term of the charter. The application must include written documentation
1261 showing how each of the criteria in s.1002.33(7)(a) F.S. have been met and
1262 verifying that none of the causes for termination or nonrenewal established in
1263 paragraph (7) exist. If the school does not desire to renew the charter, it shall
1264 provide written notice of such to sponsor at least 120 days before expiration.

- 1265 (9) Rule Exemptions. Except as otherwise stated in this Policy or the charter
1266 agreement, a charter school shall be exempt from all Board Policies except those
1267 pertaining to, health, safety, civil rights, and those pertaining to students with
1268 disabilities, financial records and accountability related to student enrollment
1269 reporting and financial audits, and collective bargaining agreements if the staff
1270 chooses to remain part of the District bargaining unit(s).
1271
- 1272 (10) Monitoring and Review. For any charter school, the Superintendent and staff shall
1273 have ongoing responsibility for monitoring the health, safety and well-being of
1274 students, the fiscal responsibility, and progress toward the goals established in the
1275 charter. The Superintendent, staff and Board members shall have free and open
1276 access to the charter school at all times.
1277
- 1278 (a) The governing body of the charter school shall submit the following for Board
1279 review using the Florida Department of Education's uniform online annual
1280 accountability report, and by the deadlines established by the Florida
1281 Department of Education for this purpose.
1282
- 1283 1. The charter school's progress towards achieving the goals outlined in
1284 its charter, which shall be forwarded to the Commissioner of
1285 Education at the same time as other annual school accountability
1286 reports. The report shall include at least the following components:
1287
- 1288 a. Student achievement performance data, including the
1289 information required for the annual school report and the
1290 education accountability system governed by ss.1008.31 and
1291 1008.345, F.S. Charter schools are subject to the same
1292 accountability requirements as other public schools, including
1293 reports of student achievement information that links baseline
1294 student data to the school's performance projections identified
1295 in the charter. The charter school shall identify reasons for any
1296 difference between projected and actual student performance.
1297
- 1298 b. Financial status of the charter school which musts include
1299 revenues and expenditures at a level of detail that allows for
1300 analysis of the ability to meet financial obligations and timely
1301 repayment of debt.
1302
- 1303 c. Documentation of the facilities in current use and any planned
1304 facilities for use by the charter school for instruction of students,
1305 administrative functions, or investment purposes.
1306
- 1307 d. Descriptive information about the charter school's personnel,
1308 including salary and benefit levels of charter school employees,
1309 the proportion of instructional personnel who hold professional
1310 or temporary certificates, and the proportion of instructional
1311 personnel teaching in-field or out-of-field.

- 1312 e. A statement describing the status of implementation of any
1313 corrective action plan or financial recovery plan.
1314
- 1315 2. The charter school's annual report to parents regarding out-of-field
1316 teachers pursuant to s.1001.42, F.S.
1317
- 1318 (b) The District shall ensure that the charter school participates in the state's
1319 education accountability system. If a charter school falls short of performance
1320 measures included in the approved charter, the sponsor shall report such
1321 shortcomings to the Florida Department of Education.
1322
- 1323 (c) If a charter school receives a school grade of "D" for two consecutive years,
1324 or a school grade of "F," the charter school shall submit a school
1325 improvement plan to the School Board for approval. If the charter school fails
1326 to improve student performance in the year the school improvement plan is
1327 implemented, the charter school shall be placed on probation and required to
1328 take one of the following corrective actions:
1329
- 1330 1. Contract for the educational services of the charter school;
1331
- 1332 2. Reorganize the school at the end of the school year under a new
1333 director or principal who is authorized to hire new staff and implement
1334 a plan that addresses the causes of inadequate progress; or
1335
- 1336 3. Reconstitute the charter school.
1337
- 1338 (d) Expedited review. A charter school shall be subject to expedited review
1339 when it:
1340
- 1341 1. Fails to provide for an annual audit;
1342
- 1343 2. Fails to provide the monthly or annual financial report;
1344
- 1345 3. Is shown by the monthly financial statement or annual audit to have a
1346 deteriorating financial condition as defined by s.1002.33, F.S.; or
1347
- 1348 4. Is in a state of financial emergency as defined in s.218.503 F.S.
1349
- 1350 (e) Expedited review requirements. If notified it is in a state of expedited review,
1351 the charter school shall;
1352
- 1353 1. Submit a corrective action plan to the sponsor within 15 business days of
1354 notification.
1355
- 1356 2. Submit a financial recovery plan to the sponsor within 30 business days
1357 of notification, in the event the expedited review is imposed due to a
1358 financial emergency condition.

- 1359
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3. Submit any and all documents, reports, and information reasonably requested by the sponsor to determine the cause of and assist in remedying the condition resulting in the need for expedited review.
 4. Submit to an audit by sponsor staff of any and all records reasonably requested by sponsor for the purposes described in the previous paragraph.

1369 **STATUTORY AUTHORITY:** 1001.42, 1001.43, 1002.33, F.S.

1370

1371 Adopted: 1/6/09

1372 Revised: 8/25/09