



POLICY 2.57

5-A I recommend that the Board approve development of the proposed **revised** Policy 2.57, entitled "Charter Schools."

[Contact: Dr. Janice Cover, PX 46000.]

Development

CONSENT ITEM

- The Charter Schools policy is being revised to implement recent changes in Florida law regarding charter schools.
- This policy outlines procedures for the creation of charter schools in the School District of Palm Beach County.
- This policy also outlines protocol for interaction between the School District and new or existing charter schools.
- Contract negotiations, amendments, procedures for renewal or termination of charter schools are addressed.

POLICY 2.57

CHARTER SCHOOLS

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3 1. PURPOSE AND INTENT: The School Board of Palm Beach County shall sponsor
4 charter schools to provide educational options in accordance with Florida law to
5 improve student learning and academic achievement while providing parents
6 flexibility to choose among diverse education opportunities within the School
7 District ("District").

8 2. ELIGIBILITY FOR CHARTER SCHOOL APPLICATION ("APPLICATION")

9 The District may sponsor charter schools, which may serve any grade(s) from Pre-
10 Kindergarten (*EXCEPTIONAL STUDENT EDUCATION ONLY*) through grade 12.
11 Applicants may include any entity permitted by Florida law.

12 3. APPLICATION PROCESS AND REVIEW

13 a. Interested Applicants: All interested applicants must participate in the
14 applicant training provided by the Florida Department of Education ("DOE")
15 pursuant to Florida State Board of Education Rule ("SBER") 6A-6.0785. Dates
16 for such DOE-sponsored training can be found on the District's website at
17 www.palmbeachschools.org. In order for applicants to become familiar with
18 District procedures, the District strongly encourages applicants to also attend
19 the applicant training provided by the District. Technical assistance from the
20 District is available to interested applicants prior to the August 1 deadline and
21 may be obtained by contacting the Department of Charter Schools. If the
22 applicant is a management company or other nonprofit organization, the
23 charter school principal and the chief financial officer of his or her equivalent
24 must also participate in the training.

25 i. An applicant may submit only one application to open a charter school
26 per school year. Subsequent applications for charters by the same entity
27 will be evaluated yearly and criteria for approval of such subsequent
28 applications will include an examination of that entity's current charter
29 school(s) to determine whether the entity has a track record of success in
30 operating an exemplary charter school for the past two (2) fiscal years.
31 Characteristics of an exemplary charter school include:

32 A. Remaining in full compliance with its charter;

33 B. Demonstrating fulfillment of the statutory purposes of charter
34 schools;

- 35 C. For schools subject to state performance grades, maintaining a
36 performance grade of at least B or demonstrating significant annual
37 learning gains amongst the students attending.
- 38 b. Application Deadline: All applications must be received in the District's
39 Department of Charter Schools Office no later than 5:00 p.m. on August 1 for
40 prospective charter schools intending to start operations by the beginning of
41 the subsequent school year. All applications must be complete, containing all
42 sections of the Model Florida Charter Schools Application and any necessary
43 exhibits. All applications will be stamped with the date and time when they are
44 received by the District. Late applications will not be accepted. If August 1
45 occurs on a Saturday, Sunday, or legal holiday, the deadline for application
46 submission shall be extended to 5:00 p.m. on the next day that is not a
47 Saturday, Sunday, or legal holiday.
- 48 c. Applications: Applications must be submitted on the Model Florida Charter
49 Schools Application form in compliance with Florida State Board Rule of
50 Education 6A-6.0786. The Model Florida Charter Schools Application can be
51 found on the Florida Department of Education's website at
52 www.floridaschoolchoice.org.
- 53 d. Application Review: Applications will be separated into component sections
54 and distributed to various departments within the District. Applications will be
55 evaluated using the Florida Charter School Application Evaluation Instrument
56 as required by SBER 6A-6.0786(2). The Florida Charter School Application
57 Evaluation Instrument can be found on the Florida Department of Education's
58 website at www.floridaschoolchoice.org. Each section of a properly submitted
59 application will be rated as "Meets the Standard," "Partially Meets the
60 Standard," or "Does Not Meet the Standard." District reviewers will also
61 provide written commentary to explain the rating given to each particular
62 section. After evaluation, all sections of the application shall be returned to the
63 Department of Charter Schools.
- 64 e. Applicant Notification and Opportunity to Cure: The Department of Charter
65 Schools shall notify, in writing via certified mail, the applicant of the preliminary
66 results of the evaluation, noting which sections have been rated "Partially
67 Meets the Standard," or "Does Not Meet the Standard." An applicant may
68 submit written clarification and documents that answer/clarify the concerns
69 stated in the Florida Charter School Application Evaluation Instrument within
70 ten (10) calendar days after receipt of the District's written notice. Applicants
71 may NOT submit additional information after the ten (10) day period expires.
72 District reviewer(s) will re-evaluate deficient sections considering the
73 applicant's written clarification/documentation and submit the results to the
74 Department of Charter Schools. An applicant's submission of written
75 clarification shall constitute an agreement to an extension of the statutory time

76 for application approval or denial by the School Board.

77 f. Application Re-Evaluation Notification: The Department of Charter Schools
78 shall contact each applicant to inform of the results of the re-evaluation.
79 Written notification of the recommendation that will be made to the School
80 Board will also be made at that time.

81 g. Recommendation and School Board Meeting: The Division of Quality
82 Assurance, in conjunction with the Department of Charter Schools, shall report
83 all completed application evaluations to the Superintendent of Schools
84 (hereinafter "Superintendent"). The Superintendent shall then make a
85 recommendation to the School Board to accept or deny the application based
86 on whether deficiencies remain. The recommendation shall then be placed on
87 the School Board's agenda for action. The School Board shall by majority
88 vote, accept or deny the application. During the meeting where the vote is
89 taken, the applicant shall have the opportunity to be heard by the Board. The
90 Board shall vote on every application within sixty (60) days of submission
91 unless an extension of time is mutually agreed upon in writing or as provided
92 herein.

93 h. Notice and Appeal: Within ten (10) calendar days, the School Board shall
94 provide written notice to the applicant of the specific reasons for the denial of
95 any application and the procedure to appeal. Pursuant to Fla. Stat.
96 §1002.33(6)(c), an applicant may appeal a denial to the Florida State Board of
97 Education pursuant to the procedure as set forth in SBER 6A-6.0781.

98 4. CHARTER SCHOOL CONVERSION BALLOT PROCESS

99 An application proposing to covert an existing public school to a charter school
100 must demonstrate the support of teachers and parents in accordance with section
101 1002.33(3)(b), F.S. and SBER 6A-6.0787.

102 5. CONTRACT NEGOTIATION, LAPSE, AND AMENDMENTS

103 a. If an application is approved by the School Board, the District will forward a
104 contract proposal in the format as prescribed by SBER 6A-6.0786 to the
105 charter school as an initial proposed charter.

106 b. Within seventy-five (75) days of School Board approval, the charter school and
107 the District shall negotiate the terms of the charter contract. An extension of
108 this time period is possible upon the agreement of the parties.

109 c. An existing charter contract may be amended in writing upon mutual
110 agreement between the charter school and the District.

111 i. The District reserves the right to deny any such proposed amendment if

- 112 the proposed amendment does not contain appropriate documentation.
- 113 ii. Requests for amendments involving an increase in student enrollment will
114 require, at minimum, updated budget information and documented facility
115 capacity to accommodate the increase in student enrollment.
- 116 iii. Charter schools requesting the addition of grades, i.e. elementary schools
117 requesting to add middle school grades, must submit detailed plans,
118 including but not limited to, budget, facility, curriculum, transportation and
119 food service.

120 6. ONGOING MONITORING AND ADMINISTRATIVE COMPLIANCE

- 121 a. All charter schools shall submit certificates of occupancy, inspection reports,
122 insurance premiums and other documentation listed on the Opening of
123 Schools Checklist (“Checklist”) at the beginning of each school year of the
124 term of its contract to the District. The Checklist will be provided to all charter
125 schools by the District and must be completed and returned to the District.
126 Each document must be submitted by the corresponding due date on the
127 Checklist.
- 128 b. All charter schools are subject to monitoring by the District pursuant to
129 applicable law. Weekly or bi-weekly visits may be made by the District
130 personnel to observe operations and to provide technical assistance when
131 applicable. A mid-year and/or end-of-year review as determined by the
132 Department of Charter Schools shall be completed the District. The mid-year
133 and/or end-of-year reviews will review the academic as well as financial status
134 of each charter school to determine whether the school is meeting the goals
135 and standards articulated in its charter contract, monitor compliance
136 requirements including those legally mandated and those that are essential to
137 fulfilling the District’s oversight responsibility. Failure to submit required
138 documents in cooperation with the District’s responsibility to monitor charter
139 school operations may constitute good cause for non-renewal or termination of
140 the school’s charter.
- 141 c. If a charter school has a substantially deficient mid-year or annual review, a
142 District corrective action plan must be developed and implemented by the
143 charter school as determined by the District. The District will approve,
144 monitor, and redress said corrective action plans, as well as provide technical
145 assistance.
- 146 d. All charter schools must submit all reports as required by law or State Board of
147 Education Rules, as amended from time to time, including SBER 6A-1.0081 in
148 a timely fashion. Also, all charter schools must submit timely reports as
149 required by the District to perform its oversight functions (e.g. school
150 improvement plan submission, facility certification, timely submission of bank

151 statements, and other documentation requested by the District; timely and full
152 compliance with additional audit requests from the District; compliance with all
153 applicable District policies and procedures, compliance with the requirement
154 for board meetings and timely submission of board meeting reports to the
155 Department of Charter Schools). Failure to comply with these requirements
156 may constitute good cause for non-renewal or termination of a charter
157 contract.

158 7. RENEWAL OF CHARTER CONTRACTS

159 a. When a charter school seeks renewal of its charter, the following process shall
160 apply:

161 i. By May 31 of the year prior to the expiration year of a contract, the
162 Department of Charter Schools will send a letter of notification to the
163 charter school's governing board chair indicating the current contract's
164 expiration date, and to request that the charter school begin the renewal
165 process. All charter schools seeking contract renewal shall submit a
166 Renewal Application using the Florida Model Charter School Application
167 (see section 3(c) above) to the District on or before December 17 of the
168 year prior to the expiration date of the current contract. The Florida
169 Model Charter School Application may be found at
170 www.floridaschoolchoice.org.

171 ii. The Renewal Application will assess all charter school operations to
172 determine whether the school is meeting the criteria outlined in its charter
173 and/or Florida law and whether the school has been practicing sound
174 fiscal policy.

175 iii. The Renewal Application will be evaluated, submitted and voted upon by
176 the School Board in the same manner as an application for a new charter
177 school. Please refer to section 3 of this policy.

178 8. NONRENEWAL OR TERMINATION OF CHARTERS

179 a. The District shall adhere to Fla. Stat. §1002.33(8), State Board of Education
180 Rules, and applicable case law when considering the nonrenewal or
181 termination of any charter contract.

182 b. Hearings.

183 In the event the District proposes to terminate a charter contract under the
184 ninety (90) day provision contained within Florida Statutes and the charter
185 school timely requests a hearing (written request within fourteen (14) days
186 after notice) the following procedures are hereby adopted:

- 187 i. The School Board, pursuant to its powers under Florida Statutes Sections
188 1001.41, 1001.42, and 1001.43, hereby delegates the fact-finding
189 function of the above-mentioned informal hearing to a committee of
190 persons within the District. The committee shall be composed of the
191 Chief Academic Officer (or his/her designee), the Chief Operating Officer
192 (or his/her designee), and up to five (5) other District employees, as
193 determined by the Superintendent (or his/her designee) who have
194 expertise in the areas of deficiency which led to the proposed termination
195 of the school.
- 196 ii. The hearing will be held within thirty (30) days after the request.
- 197 iii. Any documentary evidence or exhibits must be submitted by both parties
198 to the Board office no later than three (3) days prior to the hearing date.
- 199 iv. Prior to the hearing, no member of District charter staff, or anyone
200 affiliated with the charter school may communicate with a member of the
201 committee regarding the proposed termination.
- 202 v. During the hearing, each side will have an opportunity to present
203 evidence, which may be in any form. Each side will have thirty (30)
204 minutes to present its case. The committee will be allowed to ask
205 questions at the conclusion of each side's presentation.
- 206 vi. After all evidence has been presented the committee chair will adjourn
207 the meeting. Within ten (10) days after adjournment, the committee shall
208 submit written findings of fact to the School Board.
- 209 vii. The School Board, at a regularly scheduled public meeting, shall make a
210 final decision on the matter after reviewing the committee's findings.

211 9. LOW PERFORMING SCHOOL ASSISTANCE

212 The District will assist low-performing graded charter schools in the resolution of
213 deficiencies pursuant to Florida law. Failure by a charter school to cooperate in the
214 resolution of such performance issues may constitute good cause for non-renewal
215 or termination of a charter contract.

216 10. SUPPORT SERVICES TO CHARTER SCHOOLS

- 217 a. The District will provide certain administrative and educational services to
218 charter schools as provided by Florida law.

219 A. ~~Pursuant to the provisions of Chapter 228, Fla. Stat., and subsequent amendments, The School~~
220 ~~Board of Palm Beach County may sponsor charter schools to:~~

- 221 1. ~~Improve student learning;~~
- 222 2. ~~Increase learning opportunities for all students, with special emphasis on expanded~~
223 ~~learning experiences for students identified as academically low achieving;~~
- 224 3. ~~Encourage the use of different and innovative learning methods;~~
- 225 4. ~~Increase choice of learning opportunities for students;~~
- 226 5. ~~Establish a new form of accountability for schools;~~
- 227 6. ~~Require the measurement of learning outcomes and create innovative measurement~~
228 ~~tools;~~
- 229 7. ~~Make the school the unit for improvement;~~
- 230 8. ~~Relieve schools of paperwork and procedures that are required by the state and the~~
231 ~~District for purposes other than health, safety, equal opportunity, fiscal accountability and~~
232 ~~documentation of student achievement;~~
- 233 9. ~~Create new professional opportunities for teachers.~~
- 234 B. ~~The School Board designates the Superintendent to receive and review all charter applications.~~
235 ~~The Superintendent shall recommend the approval or denial of each charter application within the~~
236 ~~time period provided by law. The Superintendent or designee shall work with each applicant to~~
237 ~~develop a charter contract. The Superintendent shall make recommendations to the School~~
238 ~~Board relating to charter school contracts.~~
- 239 C. ~~The School Board hereby adopts Florida Statutes, and Florida State Board of Education Rules~~
240 ~~relating to charter schools and in addition:~~
- 241 1. ~~Requirements.~~
- 242 a. ~~A charter school shall maintain all financial records of their accounting system~~
243 ~~with the accounts and codes prescribed in the Financial and Cost Accounting~~
244 ~~and Reporting for Florida Schools.~~
- 245 b. ~~The annual financial audit must be in the state required format.~~
- 246 c. ~~A charter school that is eligible to receive Title I funds shall submit an approved~~
247 ~~Title I Schoolwide Plan within three (3) months of becoming a designated Title I~~
248 ~~school. Failure to submit an approved plan will result in withholding of Title I~~
249 ~~funds.~~
- 250 2. ~~Charter School Negotiation Process~~
- 251 ~~There shall be no modification of any contractual provision(s) of the model charter~~
252 ~~language, unless mutually agreed by both parties in writing. Any such modification made~~
253 ~~in the charter by the applicant is grounds for termination or non-renewal of the Charter.~~
- 254 3. ~~Curriculum and Accountability~~
- 255 ~~The Superintendent or designee shall have ongoing responsibility for monitoring the~~
256 ~~health, safety and well-being of students and the fiscal responsibility of all approved~~
257 ~~charter schools. The Superintendent or designee, District Auditor, and all School Board~~
258 ~~members shall have free and open access to the charter school at all times.~~

259 4.—Food Services

260 a.—It is the responsibility of the charter school to provide food services per District,
261 State and Federal rules and regulations established by the U.S. Department of
262 Agriculture ("USDA").

263 b.—The charter school may contract with the District to provide food services. Where
264 applicable, the charter school must provide pick-up service and personnel to
265 distribute and account for meals according to USDA guidelines. Appropriate
266 storage, holding, and serving equipment will be provided by charter schools, if
267 needed. All District, State and Federal rules and regulations must be followed.

268 5.—Emergency Termination

269 The Superintendent or designee shall have the right to immediately take action for good
270 cause or in the event the health, safety or welfare of the students is threatened. The
271 School Board may take further action at the next Board meeting.

272 6.—Internal Financial Controls and Audit Process

273 a.—Financial Information.

274 In order to provide comparable financial information, charter schools shall
275 maintain all financial records in accordance with the accounts and codes
276 prescribed in the most recent issuance of the publication titled Financial and
277 Program Cost Accounting and Reporting for Florida Schools. Charter schools
278 shall provide annual financial reports and program cost report information by July
279 31 in the state required formats for inclusion in District reporting in compliance
280 with § 236.82(1), Fla. Stat. The financial statements are to be prepared in
281 accordance with Generally Accepted Accounting Principles using governmental
282 accounting, *regardless* of corporate structure.

283 b.—Financial Policies

284 The charter school shall establish and implement accounting and reporting
285 policies, procedures, and practices for maintaining complete records of all
286 receipts and expenditures. The charter school shall provide a copy of these
287 policies to the District by July 1, and annually thereafter.

288 c.—Monthly Reconciliation of Bank Statements

289 Within forty-five (45) days of month end, the charter school shall provide to the
290 District reconciliations of all bank accounts. A copy of the entire bank statement
291 must be attached to the bank reconciliation.

292 d.—Quarterly Reports

293 On or before October 31, January 31, and April 30 of each fiscal year, the charter
294 school shall provide to the District all applicable financial statements including a
295 Balance Sheet and a Statement of Revenues, Expenditures and Changes in
296 Fund Balances. These reports must be prepared in accordance with Generally
297 Accepted Accounting Principles using governmental accounting as stated in
298 Section (6)(a) above.

299 e.—Annual Financial Statements

300 ~~Unaudited June 30 year-end financial statements shall be submitted to the~~
301 ~~District by July 31. These financial statements must be prepared in accordance~~
302 ~~with Generally Accepted Accounting Principles using governmental accounting~~
303 ~~as stated in Section (6)(a) above.~~

304 ~~f.—Annual Financial Audit~~

305 ~~The charter school agrees to submit to and pay for an annual financial audit in~~
306 ~~compliance with Federal, State and School District regulations showing all~~
307 ~~revenue received, from all sources, and all expenditures for services rendered.~~
308 ~~The audit shall be conducted by an independent certified public accountant~~
309 ~~selected by the governing board of the charter school, and shall be delivered to~~
310 ~~the District within ninety (90) days following the end of the District's fiscal year.~~
311 ~~The annual contract (engagement letter) for the audit must be delivered to the~~
312 ~~District immediately upon signing. The charter school further agrees to provide~~
313 ~~the District with a copy of the management letter, as well as any responses to the~~
314 ~~auditor's findings with a corrective action plan, by October 31. The District~~
315 ~~reserves the right to perform additional audits as part of the District's financial~~
316 ~~monitoring responsibilities as it deems necessary.~~

317 ~~g.—Review and Audit~~

318 ~~The District has the right to review and audit, upon request, all financial records~~
319 ~~of the charter school to ensure fiscal accountability and sound financial~~
320 ~~management pursuant to § 228.056(8)(g), F.S. The charter school further agrees~~
321 ~~to provide the District with a copy of the management letter from any audits as~~
322 ~~well as any responses to the auditor's findings with a corrective plan which shall~~
323 ~~be prepared and submitted within thirty (30) days from the date of the~~
324 ~~management letter.~~

325 ~~h.—Florida Department of Education Technical Assistance~~

326 ~~If a dispute or conflict relating to any financial or compliance audit of the charter~~
327 ~~school should arise, both parties, jointly, may request in writing technical~~
328 ~~assistance from the Florida Department of Education.~~

329 ~~i.—Accounting Services~~

330 ~~The charter school shall obtain the services of an accountant to assist in~~
331 ~~compiling and maintaining financial records, reconciling bank statements,~~
332 ~~preparing financial reports and obtaining an annual audit. On or before July 1 of~~
333 ~~each fiscal year, the charter school shall provide to the District a copy of the~~
334 ~~contract for such services. If the accountant is an employee of the charter school~~
335 ~~a memorandum stating that fact along with a copy of the accountant's resume~~
336 ~~shall be forwarded to the District upon hiring.~~

337 ~~j.—Negative Fund Balance~~

338 ~~If a charter school is deemed to be operating at a negative fund balance, the~~
339 ~~School District may take any and all necessary steps to determine if the charter~~
340 ~~school will be allowed to continue to operate in such a manner.~~

341 ~~7.—Protection of Health, Safety and/or Welfare of Students~~

342 ~~The Superintendent or designee shall have the right to take any reasonable action consistent with~~
343 ~~the Florida Statutes and the State Board of Education rules to protect the health, safety or welfare of~~

344 ~~the students.~~

345 STATUTORY AUTHORITY: Fla. Stat. §§ 1001.41(2); 1001.42(23)

346 LAWS IMPLEMENTED: Fla. Stat. §§ 1002.33

347 HISTORY: 02/05/97; 10/01/97; 10/07/98; 10/20/99; 10/25/00; ___/___/2011

Legal Signoff:

The Legal Department has reviewed proposed Policy 2.57 and finds it legally sufficient for development by the Board.

Attorney

Date