

Indian River County District School Board Discussion  
AGENDA  
June 18, 2013  
9:00 a.m.

It is hereby advised that if a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he/she will need to ensure that a verbatim record is made that includes the testimony and evidence upon which the appeal is to be made.

**Review Board Policies with NEOLA**

- I. **Call Discussion to Order – Chairman Johnson**  
(Announcement: Please turn off all cell phones. Cell phones, even when set to a silent mode, can cause loud disturbances within the room's audio enhancement system.)
- II. **Welcome Statement and Introductions – Chairman Johnson**
- III. **Purpose of the Discussion – Dr. Adams**
- IV. **Presentation and Discussion of Policies – Ms. Roberts/NEOLA Representatives**
  - A. Policies to be Discussed**  
Various policies to be discussed are those that required research or additional staff review. The policies include those contained within the following Sections:
    - 1000 Administration
    - 2000 Program
    - 3000 Instructional
    - 5000 Students
    - 6000 Finances
    - 7000 Property
    - 9000 Community Relations
- V. **Open Discussion – Chairman Johnson**
- VI. **ADJOURNMENT – Chairman Johnson**

Anyone who needs a special accommodation for this discussion may contact the School District's American Disabilities Act Coordinator, at 564-3060 (TTY 564-8507) at least 48 hours in advance of discussion date. NOTE: Changes and amendments to the agenda can occur 72 hours prior to the meeting. The agenda can be accessed by Internet at <http://www.indianriverschools.org>

# **NEOLA POLICIES**

**for**

**JUNE 18, 2013**

***REVISED 6/14/13***

# policy

**THE SCHOOL BOARD OF  
INDIAN RIVER COUNTY**

ADMINISTRATION  
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1

## ASSESSMENT OF DISTRICT GOALS

2 One of the major functions of the School Board is to work with the Administration to  
3 establish the goals by which the District can accomplish its mission and to provide  
4 the resources necessary for their accomplishment. Because of the importance the  
5 Board places on accomplishing goals, it has established the following policy for  
6 effective assessment of District progress toward the realization of these goals.

7 In conjunction with its annual evaluation of the Superintendent, the Board shall  
8 also provide the Superintendent, the Board and the Administration to assess the  
9 progress of the District in achieving the previous year's goals toward the achievement of current  
10 goals.

11 F.S. 1001.41

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# policy

**THE SCHOOL BOARD OF  
INDIAN RIVER COUNTY**

PROGRAM  
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1 INTERSCHOLASTIC ATHLETICS

2 The School Board recognizes the value of interscholastic athletics and the positive  
3 impact sports have on students. A program of interscholastic athletics for students  
4 is an integral part of the total school experience and benefits the community as a  
5 whole. The program should foster the growth of school loyalty within the student  
6 body as a whole and stimulate community interest in athletics. Participation in the  
7 District's interscholastic athletics programs by a student is a privilege, not a right.

8 The program of interscholastic athletics shall include all activities relating to  
9 competitive sport contests, games, events, or sport exhibitions involving individual  
10 students or teams of students from high schools in this District with those from a  
11 high school in another district.

12 Competition involving middle schools (grades 6-8) shall be in accordance with  
13 Florida High School Athletic Association's (FHSAA's) bylaws.

14 Since the primary purpose of the interscholastic athletics program is to enhance the  
15 education of participating students as indicated in this policy, the Board places top  
16 priority on maximum student participation and the values of good sportsmanship,  
17 team play, and fair competition, rather than on winning, particularly at sub-varsity  
18 levels. ~~No student shall be excused from a class or supervised study for an extended  
19 period of time to participate in interscholastic athletics.~~

20 An interscholastic contest is any competition between organized teams or  
21 individuals of different schools in a sport recognized by the FHSAA, and therefore  
22 shall be subject to all regulations pertaining to such contests. The interscholastic  
23 athletics program shall be considered an essential part of the total school program  
24 and shall be under the principal's direction and general supervision. The principal  
25 shall select the personnel to direct and to act as coaches and advisors.

26 Interscholastic athletics should provide students the opportunity to exercise and test  
27 their athletic abilities in a context greater and more varied than that which can be  
28 offered by a school or the District alone. It should also offer an opportunity for  
29 career and educational development. The game activities and practice sessions  
30 should provide many opportunities to teach the values of competition and good  
31 sportsmanship.

32 Appropriate adult supervision consistent with Florida law shall be provided to all  
33 students.

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**THE SCHOOL BOARD OF  
INDIAN RIVER COUNTY**

PROGRAM  
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1 **Eligibility and Regulation**

2 All middle schools and high schools shall be members of the FHSAA and governed  
3 by its rules and regulations. All District students (including transfer students) shall  
4 satisfy the eligibility requirements established by the FHSAA, Florida law, and Board  
5 Policy 2431.01.

6 The Principal of each District school shall be responsible for determining each  
7 participant's eligibility pursuant to State law, the rules of this Board, and the bylaws  
8 of the FHSAA. Any school that allows an ineligible student to participate shall be  
9 subject to the penalties set forth in Florida law and the bylaws of the FHSAA. (see  
10 also Policy 2431.01)

11 The Superintendent shall develop appropriate administrative procedures for the  
12 operation of the interscholastic athletics program. Such regulations should provide  
13 for the following safeguards:

14           A. Prior to enrolling in the sport, each participant shall submit to a  
15 thorough physical examination by a District-approved physician and  
16 parents shall report any past or current health problems along with  
17 a physician's statement that any such problems have or are being  
18 treated and pose no threat to the student's participation. Physicals  
19 must be dated June 1st or later of the current school year.

20           B. Any student who is found to have a health condition which may be  
21 life-threatening to self or others shall not be allowed to participate  
22 until the situation has been analyzed by a medical review panel that  
23 has determined the conditions under which the student may  
24 participate. Pursuant to F.S. 1006.20(2)d, the District shall not be  
25 liable for any student with a health condition who has been  
26 authorized to play by the parent(s) if the parent(s) of the student  
27 objects in writing to the student undergoing a medical evaluation  
28 because such evaluation is contrary to his/her religious tenets or  
29 practices.

30           C. Any student who incurs an injury requiring a physician's care is to  
31 have the written approval of a physician prior to the student's return  
32 to participation.

33           D. In order to minimize health and safety risks to student-athletes and  
34 maintain ethical standards, school personnel, coaches, athletic  
35 trainers, and lay coaches should never dispense, supply,  
36 recommend, or permit the use of any drug, medication, or food  
37 supplement solely for performance-enhancing purposes.

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**THE SCHOOL BOARD OF  
INDIAN RIVER COUNTY**

PROGRAM  
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- 1           E.     The Superintendent and District school principals will require that  
2                   sportsmanship, ethics, and integrity characterize the manner in  
3                   which the athletic program is conducted and the actions of students  
4                   who participate.

5     **Recruiting Prohibited/Penalties**

6     The Board recognizes that the recruitment of student athletes is strictly prohibited  
7     by F.S. 1006.20. The FHSAA, through its bylaws, has prescribed penalties,  
8     sanctions and an appeals process for athletic recruiting violations. These penalties  
9     and sanctions may be applied by the FHSAA against a member school, student  
10    athletes and coaches. In addition to FHSAA penalties and sanctions, District  
11    employees found to have engaged in the improper recruitment of a student athlete  
12    may be subject to disciplinary action, up to and including termination.

13   A student may not be declared ineligible based on violation of recruiting rules unless  
14   the student or parent has falsified any enrollment or eligibility document or accepted  
15   any benefit or any promise of benefit if such benefit is not generally available to the  
16   school's students or family members or is based in any way on athletic interest,  
17   potential, or performance.

18   **Eligibility Appeals**

19   If the Principal determines that a transfer student is ineligible to participate in  
20   interscholastic athletics, a student may submit an appeal in accordance with Florida  
21   law and the FHSAA's Bylaws.

22   **See also Policy 5610.05 - Prohibition from Extra-Curricular Activities**

23   F.S. 1002.20, 1006.15, 1006.20

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5240 - CLASS INTERRUPTIONS

Class interruptions, regardless of reasons, shall be kept to a minimum. If an interruption is absolutely necessary, prior approval of the principal shall be obtained. Interruptions of the school day shall be kept to a minimum. Programs and assemblies, which take students out of the classroom should be, for the most part, for educational purposes.

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The Superintendent shall establish procedures regarding class interruptions. These standards shall be observed by each principal. These standards shall address the amount of time that classes may be interrupted for purposes relating to fundraising, pep rallies, FCAT announcements, other assembly of students for school related purposes, and any other activities identified by the Superintendent in his or her discretion.

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The Superintendent may eliminate a particular type of activity as a reason for class interruption. If a particular type of activity is eliminated as a basis for a class interruption, then such activity shall be eliminated as a reason for class interruption at all schools so that there is no opportunity for a content or viewpoint based discrimination.

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120.536, 120.54, 120.81, 1001.41, 1001.42(17), 1001.43, 1001.49, 1001.51, F.S.

## 6550 - TRAVEL EXPENSE REIMBURSEMENT

Authorized travel for officers and employees of the School Board shall be reimbursed as follows:

### A. Authority to Incur Traveling Expenses

1. All travel by employees and authorized persons must be authorized and approved by the Superintendent or his/her designated representative. The Superintendent shall not authorize or approve such a request unless it is accompanied by a signed statement by the traveler's supervisor stating that such travel is on the official business of the School District and also stating the purpose of the travel.
2. Traveling expenses of public officers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law and must be within the limitations prescribed by Florida Statutes. /
3. Reimbursement rates for per diem, subsistence, and mileage shall be established by the Board as described in state Statute.

### B. In-District Travel

Employees assigned a car owned by the District will not be eligible for reimbursement for personal vehicle expenses. Employees using their personal cars for travel on school business may be paid for the use of their cars at the Board approved rate schedule.

### C. Out-of-District Travel

#### 1. One-Day Trips

Expenses for authorized travel by employees, authorized persons, or public officers, on school business which does not require an overnight stay shall be reimbursed at the rate.

#### 2. Overnight Trips

Expenses for authorized travel by employees, authorized persons, or public officers on school business requiring absence in excess of one (1) day shall be reimbursed for travel and per diem at the rate.



- D. When more than one (1) employee is going to the same destination, travel shall be pooled when such is practical.
  
- E. Where a common carrier is used, reimbursement will be made only for the most economical class. The expense of common carrier travel may be processed through the District office on a purchase order or by copies of paid bill(s) attached to the employee's travel voucher. /
- F. Reimbursement may be requested for tolls, taxis, registration fees, and limousine service, storage or parking, and communication expense when properly documented. No reimbursement may be authorized for gratuities. Reimbursement for registration fees shall be reduced by the value of any lodging or meals which are included if such items are claimed elsewhere for reimbursement.

**G. Out-of-State Travel**

Actual expenses for authorized travel by employees, authorized persons, or public officers not to exceed the single occupancy rate shall be reimbursed for lodging and the scheduled amount for meals.

- H. The Superintendent shall develop procedures which detail travel reimbursement claims and restrictions.
  
- I. Violations or abuse of District travel policies and/or procedures shall be a basis for employee discipline.

F.S. 112.061, 1001.39  
F.A.C. 6A-1.056

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COMMEMORATION OF SCHOOL FACILITIES

( ) Option 1

From time-to-time, the School Board may wish to commemorate a school or District facility by means of a plaque or naming the facility after a person. Such commemoration should be reserved only for those individuals who have made a significant contribution to the enhancement of education generally or the District in particular or to the well-being of the District, community, State, or nation.

Any employee of the District thus honored must be deceased or no longer employed by the District prior to the Board's selection of his/her name for a plaque or for the naming of a facility.

Each educational plant and ancillary plant owned by the School Board shall include a plaque installed on the exterior wall of the plant which identifies by name the School Board members and Superintendent in office who approved the financing for the plant, and the School Board members and Superintendent in office at the time of dedication or rededication of the plant.

**School Memorials and Gifts**

A. No individual, group, or organization shall be permitted to erect an honor roll, memorial, or structure of any kind upon school grounds except by approval of the Superintendent and Board. Fixed items such as markers, plaques, etc., are inappropriate memorial gestures for placement at school sites. Generally, memorials, which are fixed to the building or grounds and require special attention or maintenance concerns in order to preserve their aesthetic quality, are prohibited at School Board facilities. A simple landscape project may be acceptable (i.e. planting of a tree, small flower garden), provided there is little or no maintenance and is consistent with the Board's master plan.

B. Permanent structures shall have utilitarian value in the operation of the school or be erected in memory of a person who has been associated with the school either as a student or employee, or an organization which has made some outstanding contribution to the school or School District.

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- C. The Board shall not accept a gift of art unless the cost of installation, operation, and maintenance is consistent with the value of the gift to the school. This gift will require approval of a committee approved by the Superintendent and shall include at least one (1) person trained in the field of art.
  
- D. Articles of equipment donated to the schools by individuals, groups, or organizations may be accepted if they contribute to the operation of the school program. Donors shall be notified that the title of this gift shall be in the name of the Board.

1 **School(s) - Naming and Renaming**

2 The Superintendent, with the assistance of individuals in the community and/or  
3 community organizations, if any, shall submit proposed name(s) for school(s) to the  
4 Superintendent for his/her subsequent recommendation to the Board for final  
5 approval. Names for schools shall be considered in accordance with the following  
6 procedures:

7 A. If the school(s) is to be named by its location in the community, the  
8 name(s) proposed should be descriptive and of reasonable length.

9 ~~B. If the school(s) is to be named for an individual, the name(s)~~  
10 ~~proposed should be that of an outstanding civic or educational~~  
11 ~~leader, deceased, of local, State, or National prominence and, shall~~  
12 ~~have left public office for a period of time not less than five (5) years.~~

13 EB. The name of a new or existing school(s) once adopted by the Board  
14 shall be considered permanent. However, should the Board  
15 subsequently initiate, or be called upon to consider, a name change  
16 of an existing previously named school(s), then in that event the  
17 Board shall allow a period of time of not less than eighteen (18)  
18 months from said date for community involvement, deliberation,  
19 discussion, and debate, prior to its taking action.

20  
21 END OF OPTION 1

22 ( ) Option 2

23 A. Commemoration of District Facilities

24 The School Board recognizes that the naming of schools and facilities is important to the public  
25 image of the school system and to the community it serves. The sole responsibility for the naming  
26 of any and all District facilities rests with the Board upon recommendation by the Superintendent.  
27 School buildings, outdoor facilities, and facilities within the school campus such as a stadium,  
28 media center, gymnasium, auditorium, and any other component part of a school, may be named  
29 for geographical locations, general features of the area, developments in which the school facilities  
30 are located, individuals, and such other names that in the judgment of the Board are deemed  
31 appropriate. New schools and facilities will not be named after an individual as a matter of general  
32 policy. Additionally, an existing school will not, as a matter of general policy, have its name  
33 changed to that of an individual. Notwithstanding, for exceptional circumstances the School Board  
34 reserves the right by a super majority vote to name a school after an individual who has been  
35 deceased for a minimum of three (3) years. And, for exceptional circumstances the School Board  
36 reserves the right by a super majority vote to name a facility within a school after an individual,  
37 deceased or living.

38 The exceptional circumstances which may result in a school or facility being named after an  
39 individual, will include a finding made by the School Board with a super majority vote that the  
40 individual was or is an outstanding civic, educational, or philanthropic leader of local, state, or

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PROPERTY  
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1 national repute. For exceptional circumstances as determined by the Board, the name of a school  
2 or facility may be changed on a super majority vote of the Board. (As used in this policy, the term  
3 "super majority vote" shall mean one vote more than a simple majority vote of a quorum present. It  
4 is the Board's policy that on a super majority vote finding exceptional circumstances to exist, a  
5 school may be named after an individual deceased for a minimum of three (3) years, and, for  
6 exceptional circumstances a super majority of the Board may name a facility within a school after  
7 an individual, deceased or living).

8 **B. New Schools**

9 The naming of a new school shall involve a name selection team selected by the principal of the  
10 new school to include, but not be limited to, District employees, community members, parents, and  
11 students residing in the potential attendance area for the school. The selection team will  
12 recommend no more than three (3) names to the Superintendent who, with advice from the  
13 Superintendent's Leadership Council, will consider the determination of the committee and make a  
14 recommendation to the Board. The Superintendent may recommend other names to the Board as  
15 deemed appropriate.

16 **C. Existing and New Facilities**

17 The Board will consider requests to name or rename existing or new school facilities such as a  
18 stadium, media center, playground, theater, gymnasium, auditorium etc. Such requests must be  
19 reviewed by the name selection team in the same manner as outlined above with the selection  
20 team including, but not being limited to, the principal of the school, District employees, community  
21 members, parents, students, representatives of the School's Advisory Council, PTA, student  
22 government, and student council. The name selection team will recommend a name by majority  
23 vote of the team. The principal will then forward the name recommended by majority vote of the  
24 team to the Superintendent within 45 days of the decision of the team. The Superintendent will  
25 forward that recommended name to the Board along with his or her recommendation.

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27  
28 Each educational plant and ancillary plant owned by the School Board shall include  
29 a plaque installed on the exterior wall of the plant which identifies by name the  
30 School Board members and Superintendent in office who approved the financing for  
31 the plant, and the School Board members and Superintendent in office at the time of  
32 dedication or rededication of the plant.

33 **END OF OPTION 2**

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CHARTER SCHOOLS

2 F.S. 1002.33 gives the School Board oversight responsibility for all charter schools  
3 situated within Indian River County. The Board designates the Superintendent to  
4 receive and review all charter applications. The Superintendent shall recommend to  
5 the Board the approval or denial of each charter application and charter contract.  
6 The Board shall have final authority, by majority vote, to approve or deny any  
7 application and charter contract.

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

11 If approved, the initial charter shall be for a term of four (4) or five (5) years. The  
12 Board may renew charters under the conditions and for terms as set forth in State  
13 law.

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

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

23 The Board has the right to non-renew or terminate any charter if the charter school:

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

27 B. fails to meet generally accepted standards of fiscal management;

28 C. violates the law;

29 D. materially breaches the charter, as described in State law; and/or

30 E. for other good cause shown.

1    **Application Procedure**

2    Potential applicants should send letters notifying the Board of their intent to submit  
3    an application to sponsor a public charter school not later than July 1st. Such  
4    correspondence should be directed to the office of the Superintendent.

5    Failing to send the letter of intent will in no way negatively impact a potential  
6    sponsor's application.

7    Applications for a public charter school will be accepted no later than 5:00 p.m. on  
8    the submission deadline of August 1st, or before. If the submission deadline falls on  
9    a non-business day, the deadline shall be postponed to 5:00 p.m. on the next  
10   business day. Applications may be mailed or hand delivered but receipt by the  
11   Board must be on or before the deadline.

12   The following pertains to the submission of an application:

13           A.    An individual, teachers, parents, a group of individuals, a  
14           municipality, or a legal entity organized under the laws of this State  
15           anticipating submission of an application are urged to contact the  
16           District assigned charter school liaison for assistance prior to  
17           completion of an application.

18           B.    Charter school applicants must participate in training provided by  
19           the Florida Department of Education (FLDOE) before filing an  
20           application, unless they have participated in qualified training  
21           provided by the District.

22           C.    The Board and/or any of its designees shall not take unlawful  
23           reprisal against another Board employee because that employee is  
24           either directly or indirectly involved with a charter school  
25           application.

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

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

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

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

4 Applications shall be submitted to:

5 The Superintendent of Schools  
6 1990 25<sup>th</sup> Street  
7 Vero Beach, Florida 32960

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

10 **Application Contents**

11 A. **State Application Form**

12 ~~Applications must be submitted using the Model Charter School~~  
13 ~~Application form developed and distributed by the FLDOE.~~

14  
15 The application must include all forms required by the FLDOE.  
16

17 B. **Statement of Assurances**

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

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

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

29 3. The charter school will adhere to the antidiscrimination  
30 provisions of F.S. 1000.05, as well as the Federal  
31 Desegregation Order applicable to the School Board.

32 4. The charter school will adhere to all applicable provisions of  
33 State and Federal law relating to the education of students



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1 with disabilities, including the Individuals with Disabilities  
2 Education Act; Section 504 of the Rehabilitation Act of 1974;  
3 and Title II of the Americans with Disabilities Act of 1990.

- 1                   5.     The charter school will adhere to all applicable provisions of  
2                   Federal law relating to students who are limited English  
3                   proficient, including Title VI of the Civil Rights Act of 1964  
4                   and the Equal Educational Opportunities Act of 1974.
- 5                   6.     The charter school will participate in the Statewide  
6                   assessment program created under F.S. 1008.22.
- 7                   7.     The charter school will comply with Florida statutes relating  
8                   to public records and public meetings, including  
9                   F.S. Chapter 119 and F.S. 286.011 which are applicable to  
10                  applicants even prior to being granted a charter.
- 11                 8.     The charter school will obtain and keep current all necessary  
12                 permits, licenses, and certifications related to fire, health, and  
13                 safety within the building and on school property.
- 14                 9.     The charter school will provide for an annual financial audit  
15                 in accordance with F.S. 218.39.

16                 ~~C.~~     **Draft Charter**

17                   ~~The application must include a draft of the proposed charter and all~~  
18                   ~~forms required by the FLDOE. The information contained in the~~  
19                   ~~proposed charter must be in substantially the same format as the~~  
20                   ~~Florida Model Charter Contract Format (Form IEPC M3) prescribed~~  
21                   ~~by the FLDOE.~~

22                 CD.    **Proposed Contracts for Services**

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

26                 **Application Evaluation Process**

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

- 1           B.     The Board shall evaluate all timely applications as submitted.  
2                 During the evaluation process, 1) applications cannot be amended  
3                 and 2) missing documentation and unsolicited information will not  
4                 be accepted or considered. However, as required by law, the Board  
5                 shall allow the applicant, upon receipt of written notification,  
6                 seven (7) calendar days to make technical or nonsubstantive  
7                 corrections and clarifications, including, but not limited to  
8                 corrections of grammatical, typographical, and like errors or to add  
9                 missing signatures, if such errors are identified as cause to deny the  
10                application.
- 11           C.     The Board shall deny any application that does not comply with the  
12                 statutory requirements and/or Board's instructions for charter  
13                 school applications.
- 14           D.     Additional Information
- 15                1.     The Board may solicit information regarding 1) history and  
16                 background of individual applicants and/or  
17                 founding/governing boards and its individual members  
18                 including, but not limited to, a demonstration of the  
19                 professional experience or competence of those individuals or  
20                 organizations applying to operate the charter school or those  
21                 hired or retained to perform professional services; and 2) the  
22                 description of clearly delineated responsibilities and the  
23                 policies and practices needed to effectively manage the  
24                 charter school. A description of internal audit procedures  
25                 and establishment of controls to ensure that the financial  
26                 resources are properly managed must be included. This  
27                 information may be used to evaluate the applicant's ability to  
28                 operate a charter school.
- 29                2.     The Board may solicit additional information during the  
30                 review and evaluation of the charter school application such  
31                 as whether the applicant currently operates charter schools  
32                 in Florida and if the proposed school will be a replication of  
33                 an existing school design. This information may be used to  
34                 evaluate the applicant's ability to operate a charter school.
- 35                3.     The applicant may provide evidence of prior experience in  
36                 establishing and operating public charter schools. Evidence  
37                 of prior experience and success in establishing and operating  
38                 charter schools shall be weighed in making a determination  
39                 to recommend approval or denial of an application.

1           E.     Application Review Committee (ARC)

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

6                     The ARC shall be comprised of members of the Superintendent's  
7                     Leadership Council or their appropriate designees, and other  
8                     representatives from the following areas of expertise:

- 9                     1.     District/School Operations;
- 10                    2.     Curriculum and Instruction;
- 11                    3.     Facilities;
- 12                    4.     Financial Operations;
- 13                    5.     Human Resources;
- 14                    6.     Exceptional Student Education;
- 15                    7.     Student Services
- 16                    8.     Risk Management

17                    A majority of the entire membership constitutes a quorum for voting  
18                    purposes.

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

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

1 All applications will be submitted to the Board by the  
2 Superintendent with a recommendation for approval or denial no  
3 later than sixty (60) calendar days after the application is received,  
4 unless the applicant and the Board mutually agree, in writing, to  
5 postpone the vote to a specific date, at which time the Board shall  
6 approve or deny the application.

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

- 13 1. The application does not materially comply with the  
14 requirements set forth in F.S. 1002.33(3)(a).
- 15 2. The charter school proposed in the application does not  
16 materially comply with the requirements in F.S. 1002.33(9).
- 17 3. The proposed charter school's educational program does not  
18 substantially replicate that of the applicant's high-performing  
19 charter school.
- 20 4. The applicant has made a material misrepresentation or false  
21 statement or concealed an essential or material fact during  
22 the application process.
- 23 5. The proposed charter school's educational program and  
24 financial management practices do not materially comply  
25 with the requirements of F.S. 1002.33.

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

31 **Appeal of a Decision to Deny an Application**

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

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

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

10 If the Board denies an application submitted by a high-performing charter school,  
11 the Board shall, within ten (10) calendar days after such denial, state in writing the  
12 specific reasons, based upon the criteria of F.S. 1002.33 supporting its denial of the  
13 application and must provide the letter of denial and supporting documentation to  
14 the applicant and to the Department. The applicant may appeal the Board's denial  
15 of the application directly to the State Board of Education pursuant to F.S. 1002.33.

16 **Appeal of a Proposed Termination or Nonrenewal of a Charter**

17 At least ninety (90) days prior to renewing or terminating a charter, the Board shall  
18 notify the charter school's governing board in writing of its proposed action. The  
19 notice shall state in reasonable detail the grounds for the proposed action and  
20 stipulate that the charter school's governing board may, within fourteen (14)  
21 calendar days after receiving the notice, request a hearing. The hearing shall be  
22 conducted at the Board's election by the Board within sixty (60) days after the  
23 request for a hearing. The hearing shall be conducted in accordance with  
24 F.S. 120.569 and 120.57. The Board shall decide the matter by majority vote. The  
25 outcome of the Board's vote shall be issued as a final order, and recorded as such.

26 The final order shall state the specific reasons for the Board's action and shall be  
27 provided to the charter school's governing board and the FLDOE no later than  
28 ten (10) calendar days after it is issued. The charter school's governing board may,  
29 within thirty (30) calendar days after receiving the Board's final order, appeal the  
30 decision pursuant to F.S. 120.68.

1 A charter may be terminated immediately if the Board sets forth in writing the  
2 particular facts and circumstances indicating that an immediate and serious danger  
3 to the health, safety, or welfare of the charter school's students exists. The Board's  
4 determination is subject to the procedures set forth in F.S. 1002.33(8)(b) and (c),  
5 except that the hearing may take place after the charter has been terminated. The  
6 Board shall notify in writing the charter school's governing board, the charter school  
7 principal, and FLDOE if a charter is terminated immediately. The Board shall  
8 clearly identify the specific issues that resulted in the immediate termination and  
9 provide evidence of prior notification of issues resulting in the immediate  
10 termination when appropriate. Upon receiving written notice from the board, the  
11 charter school's governing board has ten (10) calendar days to request a hearing. A  
12 requested hearing must be expedited and the final order must be issued within  
13 sixty (60) days after the date of request. The Board shall assume operation of the  
14 charter school throughout the pendency of the hearing unless the continued  
15 operation of the charter school would material threaten the health, safety, or welfare  
16 of the students.

17 **Charter Contract and Contract Negotiation Process**

18 A standard charter contract shall be consistent with this policy and approved by the  
19 Contract Review Committee to be used as the basis for all charters approved under  
20 this policy. All contracts and contract amendments, as approved by the CRC, must  
21 be presented to the Board for approval. The charter contract must contain all  
22 information set forth in the Florida Model Charter Contract Format (Form IEPC-M3)  
23 prescribed by the FLDOE.

24 A. Initial Charter Contract

- 25 1. Initial contract shall be for a term of four (4) or five (5) years  
26 unless a longer term is specifically required by law.
- 27 2. Before a recommendation regarding whether or not the Board  
28 should approve an initial contract, evidence of the following  
29 shall be provided:
- 30 a. Evidence of a proper legal structure (e.g., articles of  
31 incorporation, bylaws, municipal charter). The  
32 applicant shall be a not for profit organized pursuant  
33 to F.S. Chapter 617.

- 1                                 b.     Except for virtual charter schools, actual locations and  
2   evidence that a facility has been secured for the term of  
3   the charter, or a deadline for submitting evidence that  
4   a facility has been secured. Evidence should include,  
5   but is not limited to:
- 6   1)     letter of intent from the landlord or mortgagee  
7   indicating property usage and term of  
8   occupancy;
- 9   2)     executed lease or certification of occupancy;  
10    and/or
- 11    3)     use or occupational license indicating proper  
12    use.
- 13   All facilities must meet the requirements set forth in  
14   F.S. 1002.33.

15                 B.     Charter Contract Negotiations

16                                 The Board shall have sixty (60) days to provide an initial proposed  
17   charter contract to the charter school. The applicant and the Board  
18   shall have seventy-five (75) days thereafter to negotiate and notice  
19   the charter contract for final approval by the Board unless both  
20   parties agree to an extension. The proposed charter contract shall  
21   be provided to the charter school at least seven (7) calendar days  
22   prior to the date of the meeting at which the charter is scheduled to  
23   be voted upon by the Board. The Department of Education shall  
24   provide mediation services for any dispute regarding this section  
25   subsequent to the approval of a charter application and for any  
26   dispute relating to the approved charter, except disputes regarding  
27   charter school application denials. If the Commission of Education  
28   determines that the dispute cannot be settled through mediation,  
29   the dispute may be appealed to an administrative law judge  
30   appointed by the Florida Division of Administrative Hearings. The  
31   administrative law judge may rule on issues of equitable treatment  
32   of the charter school as a public school, whether proposed  
33   provisions of the charter violate the intended flexibility granted  
34   charter schools by statute, or on any other matter regarding this  
35   section except a charter school application denial, a charter  
36   termination, or a charter nonrenewal and shall award the prevailing  
37   party reasonable attorney's fees and costs incurred to be paid by the  
38   losing party. The costs of the administrative hearing shall be paid  
39   by the party against whom the administrative law judge rules.



- 1           C.     Request to Extend Negotiations/School Opening
- 2                   1.     The applicant and Board may mutually agree to extend the  
3                             statutory timeline to negotiate and consider approval of the  
4                             charter contract for a period not to exceed one (1) year from  
5                             the approved opening date in the charter school application.  
6                             Requests shall be submitted to Charter School Operations, in  
7                             writing, by an authorized agent of the charter school,  
8                             detailing the reason for the requested extension.
- 9                   2.     In the event that the statutory timeline to negotiate and enter  
10                            into a charter contract is extended, the applicant shall update  
11                            its charter school application prior to resuming negotiations  
12                            with regard to: (1) updated budget; and (2) applicable  
13                            application revisions necessitated by the delay.
- 14                  3.     The application shall be automatically rescinded, without  
15                            further action by the Board, if the applicant does not enter  
16                            into contract negotiations or open the school within: (1) the  
17                            timeframe specified by law, or (2) the date of extension which  
18                            has been mutually agreed upon in writing by both parties.
- 19                  4.     Unless extended pursuant to this policy, an approved  
20                            applicant shall open its charter school at the beginning of the  
21                            Board's next school year following the approval of the charter  
22                            school application. At the written request of the applicant  
23                            and at the Board's sole discretion, the Board may allow an  
24                            applicant with an approved charter school application to defer  
25                            the opening of its charter school for one (1) school year  
26                            following the opening date specified in the approved approval  
27                            of its charter school application. In the event that the  
28                            opening of the approved applicant's charter school is  
29                            deferred, the applicant shall update its charter school  
30                            application prior to the opening of the charter school with  
31                            regard to: (1) updated budget; and (2) applicable application  
32                            revisions.
- 33                  5.     An approved contract shall be automatically revoked, without  
34                            further action by the Board, if the applicant does not open the  
35                            school:
- 36                            a.     on the first day of school of the initial school year  
37                                     indicated in the contract; or

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

3                    D.    Charter Contract Amendments/Modifications

4                    1.    A charter may be modified during its initial term or any  
5    renewal term upon the recommendation of the Board or the  
6    charter school's governing board and the approval of both  
7    parties to the agreement. All modifications must be mutual  
8    and in writing. Unilateral modification made by the charter  
9    school is grounds for termination or non-renewal.

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

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

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

21                   5.    Requirements for Amendment Requests

22     a.    Education Program Amendments

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

29    1)    justification for change

30    2)    effective date of the change

- 1 3) evidence that financial implications, feasibility,  
2 and student access issues have been addressed,  
3 including provisions for all required resources,  
4 staff, and materials
- 5 4) evidence of parental support
- 6 A high-performing charter school that has met the  
7 requirements set forth in State law for such  
8 designation shall notify the sponsor of any increase in  
9 enrollment by March 1st of the school year preceding  
10 the increase. The written notice shall specify the grade  
11 levels that will be added.
- 12 b. Location Amendments
- 13 1) Changes in locations or addition of location (i.e.,  
14 relocation, secondary campus, satellite  
15 locations) shall include the following information  
16 and supporting documentation:
- 17 (a) description of location, including  
18 identification as permanent or temporary
- 19 If the relocation will be temporary, the  
20 request shall include the period of time  
21 during which the school will be at the  
22 temporary location.
- 23 (b) effective date of the relocation
- 24 (c) evidence that financial implications,  
25 feasibility, and student access issues  
26 have been addressed
- 27 (d) evidence of parental support for the new  
28 facility
- 29 (e) evidence of the school's property interest  
30 in the facility (owner or lessee)
- 31 (f) a disclosure affidavit in accordance with  
32 F.S. 286.23, if the school leases the  
33 facility

- 1  
2  
3  
4
- 2) Nothing in this policy or State law obligates the Board to agree to an increase the number of facilities, campuses, and/or locations associated with a charter school's operations.
- 5  
6  
7  
8  
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12
- 3) The charter school shall not change or add facilities or locations at any time during the term of the charter contract without prior approval of the Board through the contract amendment process. Violation of this provision constitutes a unilateral amendment or modification of this contract and good cause for termination.
- 13  
14  
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21
- 4) If the request for a location amendment involves a facility in which other schools are operating, the names of the school(s), the grade levels, number of classrooms, number of students in each class, and the number of students enrolled in each school shall be included in the request, in addition to the information and documentation described in paragraphs a and b above.
- 22  
23  
24  
25  
26  
27  
28
- 5) No later than thirty (30) days prior to the opening of schools or the initial use of the facility by the school, the school shall have an approved contract and evidence of all necessary permits, licenses, zoning, use approval, facility certification and other approvals required for use of the facility by the local government.
- 29
- c. Enrollment Capacity Amendments
- 30  
31
- Changes to enrollment capacity shall include the following information and supporting documentation:
- 32
- 1) justification for change
- 33
- 2) effective date of the change
- 34
- 3) evidence of proper facility approvals and/or allowable facility capacity
- 35

1 4) evidence that financial implications, feasibility,  
2 and student access issues have been addressed

3 5) evidence of parental support

4 A high-performing charter school that has met the  
5 requirements set forth in State law for such  
6 designation shall be required to notify the Board in  
7 writing by March 1st of its intent to increase  
8 enrollment the following school year. The written  
9 notice shall specify the amount of the enrollment  
10 increase.

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

14 **Pre-Opening Requirements**

15 No later than thirty (30) days prior to the initial use of the facility by the school, the  
16 school shall have an approved contract and provide evidence of all necessary  
17 permits, licensing, zoning, use approval, facility certification and other approvals  
18 required for use of the facility by the local government. Failure to comply may result  
19 in automatic rescission of the contract, with no further action by the Board.

20 **School Governance/Management**

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

24 B. **Charter School's Governing Board Requirements**

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

1 As required by State law, each charter school's governing  
2 board must appoint a representative to facilitate parental  
3 involvement, provide access to information, assist parents  
4 and others with questions and concerns, and resolve  
5 disputes. Furthermore, this representative must reside in the  
6 District in which the charter school is located. The individual  
7 serving as the parental involvement representative may be a  
8 governing board member, charter school employee, or an  
9 individual with whom the charter school contracts to  
10 represent the board in this capacity. If the governing board  
11 oversees more than one charter school in the District, a  
12 representative to facilitate parental involvement shall be  
13 appointed for each school. The name and contact  
14 information for the representative must be provided in writing  
15 to parents of children enrolled in the charter school at least  
16 annually and must also be prominently posted on the charter  
17 school's website.

18 The charter school's governing board shall hold at least  
19 two (2) public meetings per school year in the District. The  
20 meetings must be noticed, open, and accessible to the public  
21 and attendees must be provided an opportunity to receive  
22 information and provide input regarding the charter school's  
23 operations. The appointed representative to facilitate  
24 parental involvement and the principal or director or his/her  
25 equivalent must be physically present at each meeting.

- 26 2. Governing board members must:
- 27 a. notify the Board of changes in membership within  
28 forty-eight (48) hours of change; and
  - 29 b. successfully fulfill a background check by the Board,  
30 as specified by law upon appointment to the governing  
31 board.

32 Costs of background screening shall not be borne by the  
33 ~~Charter School~~ the Indian River School District.

- 1                                   3.     Governing board members must develop and approve by-laws  
2                                   that govern the operations of the board and the charter  
3                                   school prior to execution of the charter contract and annually  
4                                   consult with charter school staff to refine overall policy  
5                                   decision-making of the charter school as it regarding  
6                                   curriculum, financial management, and internal controls.
- 7                                   4.     Governing board members must not be an employee of the  
8                                   charter school or receive compensation, directly or indirectly,  
9                                   from the charter school's operations, including but not  
10                                  limited to: grant funds; lease/mortgage payments; or  
11                                  contracted service fees.
- 12                                 5.     Governing board members must participate in FLDOE  
13                                 sponsored charter school governance training to ensure that  
14                                 each board member is aware of his/her duties and  
15                                 responsibilities, pursuant to State Board Rule  
16                                 F.A.C. 6A-6.0784:
- 17                                 a.     Each governing board member must complete a  
18                                 minimum of four (4) hours of instruction focusing on  
19                                 Government in the Sunshine, conflicts of interest,  
20                                 ethics, and financial responsibility as specified in  
21                                 F.S. 1002.33(9)(k). After the initial four (4) hour  
22                                 training, each member is required, within the  
23                                 subsequent three (3) years and for each three (3) year  
24                                 period after that to complete a two (2) hour refresher  
25                                 training on the four (4) topics above in order to retain  
26                                 his/her position on the charter school board. Any  
27                                 member who fails to obtain the two (2) hour refresher  
28                                 training within any three (3) year period must take the  
29                                 four (4) hours of instruction again in order to remain  
30                                 eligible as a charter school board member.
- 31                                 b.     New members joining a charter school board must  
32                                 complete the four (4) hour training with ninety (90)  
33                                 days of appointment to the board.

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

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

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

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

24                                   c.     Should the representatives named in paragraph b  
25                                   above be unable to resolve the dispute within ten (10)  
26                                   days of receipt of written notification by one to the  
27                                   other of the existence of such dispute, then the matter  
28                                   may be submitted by either party to the School Board  
29                                   ChairSuperintendent and to the school's governing  
30                                   board chair for further consideration and discussion to  
31                                   attempt to resolve the dispute.

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



- 1                                   7.     Conflict Resolution (Charter School versus Parents/Legal  
2                                   Guardians, Employees, and Vendors)
- 3                                   a.     All conflicts between the charter school and the  
4                                   parents/legal guardians of the students enrolled at the  
5                                   charter school shall be handled by the charter school  
6                                   or its governing board. The procedures for handling  
7                                   such conflicts must be set forth in the charter  
8                                   contract.
- 9                                   b.     Evidence of each parent’s acknowledgement of the  
10                                  charter school’s Parent Conflict Resolution Process  
11                                  shall be available for review upon request by the  
12                                  Board.
- 13                                 c.     All conflicts between the charter school and the  
14                                 employees of the charter school shall be handled by  
15                                 the charter school or its governing board.
- 16                                 d.     All conflicts between the charter school and vendors of  
17                                 the charter school shall be handled by the charter  
18                                 school or its governing board.
- 19                                 e.     The Board shall be provided with the name and contact  
20                                 information of the parties involved in the charter  
21                                 school’s conflict resolution process. The Board shall be  
22                                 notified immediately of any change in the contact  
23                                 information.
- 24                                 C.     Management Companies
- 25                                 1.     If a management company or a combination of contracted  
26                                 professionals will be managing the charter school, the  
27                                 contract(s) between the charter school and company(ies) shall  
28                                 be submitted to the Board for review prior to the approval of  
29                                 the charter school’s contract. If a decision to hire any of  
30                                 these entities occurs subsequent to the execution of the  
31                                 charter contract or amendment, the contract(s) between the  
32                                 charter school and company(ies) shall be submitted to the  
33                                 Board at least ten (10) days before any payment is made to  
34                                 any of the entities.

- 1                   2.     Any proposed amendments to the contract with the  
2                   management company shall be submitted to the Board for  
3                   approval prior to execution of that amended contract with the  
4                   management company by the charter school. A copy of all  
5                   executed contracts must be provided to the Board within the  
6                   timeframe provided by the charter contract.
- 7                   3.     All management company contracts with the charter school  
8                   must make it clear that the charter governing body shall  
9                   retain and exercise continuing oversight over all charter  
10                  school operations and must contain provisions specifying the  
11                  ability for the charter school to terminate the contract and  
12                  must comply with terms as stated in the charter contract  
13                  between the charter school and the Board. Any default or  
14                  breach of the terms of the charter contract by the  
15                  management company(ies) shall constitute a default or  
16                  breach of the charter contract by the charter school.
- 17                  4.     Neither employees of the management company nor  
18                  "relatives" of the management company's employees as  
19                  defined in F.S. 1002.33 shall serve on the charter school's  
20                  governing board or serve as officers of the Corporation.

21     **Employees of Charter Schools**

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

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

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

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

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

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

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

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

3 **School Operations**

4 A. The Board shall not impose any policies or practices to limit charter  
5 school enrollment except as may be permitted in accordance with  
6 State law.

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

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

21 D. The charter school's calendar will be consistent with the beginning  
22 of the Board's calendar for the first school year and must provide  
23 instruction for the minimum number of days and minutes required  
24 by law for other public schools. Should the charter school elect to  
25 provide a summer program or year-round school, the charter school  
26 shall notify the Board, in writing, each year to ensure appropriate  
27 record keeping.

28 E. Student Code of Conduct, Student Handbooks, and Parent  
29 Contracts

30 1. Only the Board may expel a student.

- 1                    2.     The charter school may follow the Board’s Student Code of  
2                    Conduct or an alternate code of conduct approved by the  
3                    Board. The charter school shall provide the Board with a  
4                    copy of an approved alternate student code of conduct  
5                    annually. Any amendments must be approved by the Board  
6                    prior to implementation. Evidence of governing board  
7                    approval is required for amendments.
- 8                    3.     Any student/parent handbooks and parent contracts shall  
9                    also be submitted to the Board for approval prior to  
10                   implementation. Any amendments must be approved by the  
11                   Board, prior to implementation. Evidence of governing board  
12                   approval is required for amendments.
- 13                   4.     The charter school may be required to provide proof of  
14                   parent/guardian’s receipt of student code of conduct,  
15                   handbook, or parent contract.
- 16                   5.     Violations of parent contracts shall not result in involuntary  
17                   withdrawal of a student in the same school year of the  
18                   violations. Violations of the parent contract may result in the  
19                   student not being re-enrolled or loss of enrollment preference  
20                   for the following school year.
- 21                   F.     Charter School Student Transfers
- 22                   The process for student transfers can be found in Policy  
23                   [2431.015-131](#).
- 24                   G.     Food Service and Transportation
- 25                   Transportation and food services are the responsibility of the charter  
26                   school. These services must be provided according to District, State,  
27                   and Federal laws, rules, and regulations.
- 28                   H.     Facility Leases
- 29                   1.     If a charter school will be leasing or subleasing a facility, the  
30                   contract(s) between the charter school and landlord or  
31                   sub-lessor shall be submitted to the Board for review and  
32                   approval.
- 33                   2.     Any amendments to the lease shall be submitted to the Board  
34                   for review prior to execution, by the charter school.

- 1                   3.     A copy of all executed contracts must be provided to the  
2                   Board within the timeframe provided by the charter contract.
- 3                   4.     Any default or breach of the terms of the charter contract by  
4                   the lessor/sub-lessor may constitute a default or breach of  
5                   the charter contract by the charter school.
- 6                   I.     Academic Accountability
- 7                   1.     The Superintendent or designee shall have ongoing  
8                   responsibility for monitoring all approved charter schools  
9                   with regard to the charter school's progress towards achieving  
10                  the goals established in the charter. The Superintendent  
11                  shall have access to the charter school at all times.
- 12                  2.     The Board shall monitor adherence to the educational and  
13                  related programs as specified in the approved application,  
14                  charter, curriculum, instructional methods, any distinctive  
15                  instructional techniques to be used, reading programs and  
16                  specialized instruction for students who are reading below  
17                  grade level, compliance with State standards, assessment  
18                  accountability, and achievement of long- and short-term  
19                  goals. An analysis comparing the charter school's  
20                  standardized test scores to those of similar student  
21                  populations attending other public schools in the District will  
22                  also be conducted.
- 23                  a.     In the event a charter school earns a grade of "D" or "F"  
24                  in the grading system set forth in State law, the  
25                  director and a representative of the governing board of  
26                  the charter school shall appear before the Board to  
27                  present information concerning each contract  
28                  component having noted deficiencies and shall prepare  
29                  and submit to the Board for approval a proposed  
30                  School Improvement Plan to raise student  
31                  achievement. The proposed School Improvement Plan  
32                  must meet the requirements set forth in State law.  
33                  The charter school shall implement the proposed  
34                  School Improvement Plan once approved by the Board.

- 1                                    b.    If a charter school earns three (3) consecutive grades of  
2                                    "D", two (2) consecutive grades of "D" followed by a  
3                                    grade of "F", or two (2) nonconsecutive grades of "F"  
4                                    within a three (3) year period, the charter school  
5                                    governing board shall take corrective action as set  
6                                    forth in F.S. 1002.33. The corrective action must be  
7                                    implemented in the school year following receipt of a  
8                                    third consecutive grade of "D", a grade of "F" following  
9                                    two (2) consecutive grades of "D", or a second  
10                                   nonconsecutive grade of "F" within a three (3) year  
11                                   period. If the charter school does not improve by at  
12                                   least one (1) letter grade after two (2) full school years  
13                                   of implementing the corrective action, the charter  
14                                   school must select and implement a different corrective  
15                                   action in accordance with F.S. 1002.33. If the charter  
16                                   school does improve by at least one (1) letter grade, it  
17                                   is no longer required to implement the corrective  
18                                   action; however, the charter school must continue to  
19                                   implement strategies identified in the School  
20                                   Improvement Plan.
- 21                                   c.    Upon publication by the FLDOE of the list of charter  
22                                   schools that meet the criteria set forth in paragraphs  
23                                   I.2.a. and b. above, the Board shall notify, in writing,  
24                                   each charter school in the District that appears on the  
25                                   list that it is required to submit a School Improvement  
26                                   Plan and to appear before the Board. Pursuant to  
27                                   State Board rule, such notification may be delivered  
28                                   electronically, provided there is proof of receipt.
- 29                                   The notification shall include the following:
- 30                                   1)    The date, time, and location of the publicly  
31                                   noticed meeting at which the director and a  
32                                   representative of the charter school governing  
33                                   board shall appear before the Board. For  
34                                   purposes of this requirement, "director" shall  
35                                   mean charter school director, principal, chief  
36                                   executive officer, or other management  
37                                   personnel with similar authority. The  
38                                   appearance shall be no earlier than thirty (30)  
39                                   calendar days and no later than ninety (90)  
40                                   calendar days after the Board's notification is  
41                                   received by the charter school.

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- 2) The date by which the charter school must submit its proposed School Improvement Plan to the Board for review by staff, which shall be no earlier than thirty (30) calendar
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- 3) Whether the charter school is required to select a corrective action.
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- d. The Board shall notify the charter school, in writing, within ten (10) calendar days of its decision to approve or deny the School Improvement Plan.
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- 1) The Board may deny a School Improvement Plan if it does not meet the requirements of State law. If denied, the Board shall provide the charter school, in writing, the specific reasons for denial and the timeline for its resubmission.
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- 2) Either the charter school or the Board may request mediation pursuant to State law if the parties cannot agree on a School Improvement Plan.
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- e. As required by State law, the Board will review the School Improvement Plan annually to monitor the charter school's continued improvement.
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- 1) The director and a representative of the governing board of the charter school shall appear before the Board at least once per year to present information regarding the progress of intervention and support strategies implemented by the charter school pursuant to the School Improvement Plan and, if applicable, to review the corrective actions taken pursuant to I.2.c above.
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- 2) At the meeting, the Board will identify the services that the District will provide to the charter school to assist the charter school in addressing its deficiencies, and following the meeting, these services will be communicated, in writing, to the director.



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- 3) A charter school that improves at least one (1) letter grade is not required to submit a new School Improvement Plan but must continue to implement the strategies identified in the approved School Improvement Plan and continue to report annually to the Board. The Board shall notify, in writing, each charter school implementing a School Improvement Plan of the requirement to appear before the Board to present information regarding the progress of the approved School Improvement Plan. The notification shall include the date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school shall appear.
  
- f. The Board shall terminate the charter if the charter school earns two (2) consecutive grades of "F", unless one of the exceptions set forth in State law is applicable.
  
- g. The laws applicable to School Improvement Plans and corrective actions do not limit the Board's authority to terminate the charter at any time in accordance with State law.
  
- 3. The charter school shall make annual progress reports to the Board.
  
- 4. Exceptional Student Education (ESE)
  - a. The Board is the Local Educational Agency (LEA) for all Board-approved charter schools and will serve ESE students in the same manner as students attending other public schools in the District. ESE students attending Board-approved charter schools shall be provided supplementary and related services on site at the charter school to the same extent to which the Board has a policy or practice of providing such services on site to its other public schools. The Board shall provide programs, services or funds under Part B of the IDEIA to Board-approved charter schools on the same basis as the School District provides programs, services or funds to the Board's other public schools.

- 1                    b.    ESE students will be educated in the least restrictive  
2                    environment. The charter school shall ensure that  
3                    ESE students are provided with programs and services  
4                    implemented in accordance with Federal, State, and  
5                    local policies and procedures and specifically the  
6                    IDEIA, Section 504 of the Rehabilitation Act of 1973,  
7                    and other related statutes and State Board of  
8                    Education rules. If an IEP team determines that the  
9                    charter school cannot meet the needs of an ESE  
10                  student, the charter school and the Board agree to  
11                  provide the ESE student with the appropriate  
12                  placement as determined by the IEP team in  
13                  accordance with State and Federal law.
- 14                  c.    The Board shall provide ESE administration services to  
15                  charter schools which shall be set forth in more detail  
16                  in the charter.
- 17                  d.    With respect to the provision of special education and  
18                  related services, the charter shall set forth the specific  
19                  roles and responsibilities of the charter school and the  
20                  Board with respect to exceptional student education.
- 21                  e.    Non-compliance may result in the Board's withholding  
22                  of subsequent payments to the charter school without  
23                  penalty of interest (including State capital payments),  
24                  and may result in non-renewal or termination for good  
25                  cause.
- 26                  5.    English Language Learners (ELL) -- Students who are of  
27                  limited proficiency in English will be served by ESOL certified  
28                  personnel. The charter school shall demonstrate an  
29                  understanding of State and Federal requirements regarding  
30                  the education of English language learners, be committed to  
31                  serving the full range of needs of ELL students, create and  
32                  implement sound plans for educating ELL students that  
33                  reflect the full range of programs and services required to  
34                  provide all students with a high quality education, and  
35                  demonstrate capacity to meet the school's obligations under  
36                  State and Federal law regarding the education of ELL  
37                  students.

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

6                   L.     Financial Accountability

7                   1.     In order to provide comparable financial information to that  
8                   reported for other public schools, charter schools shall  
9                   maintain all financial records in accordance with the  
10                  accounts and codes prescribed in the most recent issuance of  
11                  the publication titled, *Financial and Program Cost Accounting*  
12                  *and Reporting for Florida Schools*. Charter school governing  
13                  boards shall also annually adopt and maintain an operating  
14                  budget as required by F.S. 1002.33(9)(h). Charter schools  
15                  shall provide annual financial reports and program cost  
16                  report information by the deadlines specified in the charter  
17                  contract, in the State-required formats for inclusion in the  
18                  Board's reporting in compliance with F.S. 1011.60(1) and  
19                  1002.33(9)(g). The financial statements are to be prepared in  
20                  accordance with Generally Accepted Accounting Principles  
21                  using governmental accounting, regardless of corporate  
22                  structure F.S. 1002.33(9)(g). The annual financial audit must  
23                  be in the State-required format.

24                                   At the discretion of the charter school's governing board, a  
25                                   charter school may elect to follow generally accepted  
26                                   accounting standards for not-for-profit organizations, but  
27                                   must reformat this information for reporting according to the  
28                                   requirement set forth in the paragraph above.

29                                   High-performing charter schools are required to submit  
30                                   financial statements in accordance with and within the  
31                                   timeframes stated in F.S. 1002.33.

- 1                    2.     First year charter schools may be required to provide the  
2                    Board any of the following, which may be in addition to  
3                    information otherwise required by law:
- 4                    a.     A sensitivity analysis and financial plan based on  
5                    enrollment of fifty percent (50%), seventy-five  
6                    percent (75%), and 100% of projected capacity.
- 7                    b.     Cash flow projections for the first year, displayed by  
8                    month, and a plan to fund any cash flow shortfalls,  
9                    updated monthly.
- 10                  c.     Contingency plans to replace any loss of State funds  
11                  for both operation and capital expenditures.
- 12                  d.     Within forty-five (45) days of month end,  
13                  reconciliations of all bank accounts, which must  
14                  include a copy of the entire bank statement of each  
15                  account, must be attached to the bank reconciliation.
- 16                  3.     Title I: A charter school that is eligible to receive Title I funds  
17                  shall submit an approved Title I Schoolwide Plan within  
18                  three (3) months of becoming a designated Title I school.  
19                  Failure to submit an approved plan will result in withholding  
20                  of Title I funds.
- 21                  4.     Financial Policies: The charter school shall establish and  
22                  implement accounting and reporting policies, procedures, and  
23                  practices for maintaining complete records of all receipts and  
24                  expenditures. The charter school shall provide a copy of  
25                  these policies to the Board annually.

- 1                                   5.     Payments to charter schools by Board
- 2                                   a.     The Board shall make timely and efficient payment and  
3   reimbursement to charter schools, including  
4   processing paperwork required to access special State  
5   and Federal funding for which they may be eligible.  
6   The Board may distribute funds to a charter school for  
7   up to three (3) months based on the projected full-time  
8   equivalent student membership of the charter school.  
9   Thereafter, the results of full-time equivalent student  
10   membership surveys shall be used in adjusting the  
11   amount of funds distributed monthly to the charter  
12   school for the remainder of the fiscal year. The  
13   payment shall be issued no later than ten (10) working  
14   days after the Board receives a distribution of State or  
15   Federal funds.
- 16                                   b.     Capital Outlay Payments – The Board shall make  
17   payments to the school upon receipt of all required  
18   supporting documentation as referenced in section 8.h.  
19   – Capital Outlay Payment Process.
- 20                                   c.     Miscellaneous Payments – The Board shall make timely  
21   miscellaneous payments to the charter school upon  
22   receipt of funding from FLDOE for various programs  
23   including Title I and MAP. The Board’s payment is  
24   subject to the charter school’s fulfillment of its  
25   responsibilities under the applicable State and Federal  
26   laws.
- 27                                   d.     Conditions for Non-payment – The Board may withhold  
28   payment, without penalty of interest, for violation of  
29   law or as specified in the charter school contractual  
30   agreement. This includes, but is not limited to: failure  
31   to comply with financial requirements, failure to  
32   provide proper banking wiring instructions, exceeding  
33   contracted enrollment capacity or allowable facility  
34   capacity, insufficient instructional minutes and/or  
35   days, inappropriate facility licenses, approvals and/or  
36   permits, and failure to obtain successful background  
37   clearance for potential employees, contractors, and/or  
38   governing board members.

- 1                   6.     Financial Reports: As specified by the Charter School  
2                    Benchmarks, the charter school shall provide to the Board all  
3                    required financial statements including a Balance Sheet and  
4                    a Statement of Revenues, Expenditures and Changes in Fund  
5                    Balances. These reports must be prepared in accordance  
6                    with Generally Accepted Accounting Principles using  
7                    governmental accounting. A high-performing charter school  
8                    that has satisfied the requirements set forth in State law for  
9                    such designation may provide quarterly financial statements.
- 10                 7.     Annual Financial Statements
- 11                   a.     Unaudited June 30th year-end financial statements  
12                    shall be submitted to the Board within the timelines  
13                    specified by the charter contract. These financial  
14                    statements must be prepared in accordance with  
15                    Generally Accepted Accounting Principles using  
16                    governmental accounting.



1 (b) a provision requiring that invoices for fees  
2 or other compensation be submitted in  
3 sufficient detail to demonstrate  
4 compliance with the terms of the contract

5 (c) a provision specifying the contract period,  
6 including renewals, and conditions under  
7 which the contract may be terminated or  
8 renewed

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

17 8. Capital Outlay Funding

18 Pursuant to F.S. 1013.62(4), the application for, approval of,  
19 and process for documenting expenditures from charter  
20 school capital outlay funds shall be in accordance with the  
21 procedures specified by the Commissioner of Education.

22 Before receiving capital outlay funds the charter school  
23 governing board must enter into a written agreement with the  
24 Board. Such agreement must provide for the reversion of any  
25 unencumbered funds and all equipment and property  
26 purchased with public education funds to the ownership of  
27 the Board, as provided for in F.S. 1013.62(3), if the charter  
28 school terminates operations. Any funds recovered by the  
29 State shall be deposited in the General Revenue Fund.

30 As required by State law, the Board shall remit capital outlay  
31 funds to a charter school within ten (10) business days of the  
32 receipt of said funds.



- 1                                   9.     Review and Audit
- 2                                   a.     The Board has the right at any time to review and
- 3   audit all financial records of the charter school to
- 4   ensure fiscal accountability and sound financial
- 5   management pursuant to F.S. 1002.33. The charter
- 6   school shall provide the Board with a copy of the
- 7   management letter from any audits as well as any
- 8   responses to the auditor's findings with a corrective
- 9   plan that shall be prepared and submitted within
- 10   thirty (30) days from the date of the management
- 11   letter.
- 12                                   b.     Deteriorating Financial Condition and Financial
- 13   Emergencies (F.S. 1002.345)
- 14   1)     Deteriorating Financial Condition –
- 15   “Deteriorating financial condition” means a
- 16   circumstance that significantly impairs the
- 17   ability of a charter school or a charter technical
- 18   career center to generate enough revenues to
- 19   meet its expenditures without causing the
- 20   occurrence of a condition described in
- 21   F.S. 218.503(1).
- 22   a)     A charter school shall be subject to an
- 23   expedited review by the Board upon the
- 24   occurrence of any of the conditions
- 25   specified in F.S. 1002.345(1)(a)(1)-(4).
- 26   b)     The Board shall notify the governing
- 27   board within seven (7) business days
- 28   after one or more of the conditions set
- 29   forth in F.S. 1002.345(1)(a)(1)-(4) are
- 30   identified or occur.

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- c) The governing board and the Board shall develop a corrective action plan and file the plan with the Commissioner of Education within thirty (30) business days after notification is received as provided in paragraph 9(b)(1)(b) herein. If the governing board and the Board are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall implement such plan.
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- d) Failure to implement the corrective action plan within one (1) year shall result in additional action prescribed by the State Board of Education, including the appearance of the chair of the governing board before the State Board of Education.
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- 2) Financial Emergency – If a financial audit conducted by a CPA in accordance with F.S. 218.39 reveals that one (1) or more of the conditions in F.S. 218.503(1) have occurred or will occur if action is not taken to assist the charter school, the auditor shall notify the governing board of the charter school, as appropriate, the Board, and the Commissioner of Education within seven (7) business days after the finding is made. If the charter school is found to be in a state of financial emergency pursuant to F.S. 218.503(4), the charter school shall file a financial recovery plan pursuant to F.S. 218.503 with the Board and the Commissioner of Education within thirty (30) days after being notified by the Commissioner of Education that a financial recovery plan is needed.
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- 3) Annual progress of the corrective action plans and/or financial recovery plans shall be included in an annual progress report to the Board.

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- 4) The Board may require periodic appearances of governing board members and charter school representative.
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- c. A Financial Recovery Plan Staff Group (FRSG) shall be appointed by the Board and convened to review and monitor financial statements, corrective action plans and financial recovery plan(s) submitted by the charter school(s). The FRSG shall report progress and when applicable, make recommendations to the Chief Auditor. At least one (1) representative of the charter school must be available to answer questions.
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- 1) The FRSG shall be comprised of staff members from Financial Operations, Charter School Operations, and, when appropriate, the Office of Management and Compliance Audits.
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- 2) The Chief Auditor will present the FRSG's recommendation to the Board's independent Audit Committee for review and recommendation to the Board.
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- 3) Inability to cure a deteriorating financial condition and/or status of financial emergency may result in termination of the charter school contract.
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10. Grants
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- a. If the Board is required to be the fiscal agent for a grant, the charter school shall comply with the Board's grant procedures as indicated in the charter contract.
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- b. The Board shall receive written approval from the charter school to include the charter school in a District-wide grant. The appropriate pro-rata share of grants will be allocated to the charter school, as defined by the grant awarded.
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- c. The charter school is required to maintain adequate records to support grant-funded programs for the minimum years prescribed by the law. The Board may review these records, upon reasonable notice.

11. Health, Safety and Welfare of Staff and Students

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

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

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

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

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

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

11                  **Interpretation**

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

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

21                  F.S. 39.203, Chapter 120, 218.39, 218.391, 218.503, 286.23, 768.095  
22                  F.S. 1001.10(5), 1001.41, 1002.33, 1002.345, 1008.31, 1008.34  
23                  F.S. 1011.60, 1012.01, 1012.315, 1012.32, 1013.12  
24                  Chapter 96-186(1) Laws of Florida  
25                  F.A.C. 6A-1.0081, 6A-1.099827, 6A-2.0020, 6A-6.0781 through 6A-6.0788  
26                  FLDOE Forms IEPC-M1, IEPC-M2, IEPC-M3

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