

**CHAPTER 3.00 - SCHOOL ADMINISTRATION**  
**3.90 CHARTER SCHOOLS**

St. Lucie District Schools, pursuant to Florida Statutes, may establish charter schools for the purpose of improving student learning and academic achievement; increasing learning opportunities for students, with special emphasis on low achieving students; encouraging the use of innovative learning methods; requiring the measurement of learning outcomes; increasing choices for students; and creating new professional opportunities for teachers.

(1) Responsibility of District School Administration

The District Administration shall:

- (a) Receive, review, and recommend to the School Board all charter applications in a timely fashion as stipulated by Florida Statutes.
- (b) Develop a charter, using the Florida Department of Education's ("FDOE") standard charter format, in cooperation with the applicant, including all amendments thereto.
- (c) Monitor charter school contracts and make recommendations to the School Board.
- (d) Receive, review, and recommend to the School Board all charter renewal applications.

(2) Eligibility for Charter application

The Board may sponsor charter schools which may serve any grade or combination of grades from pre-kindergarten through grade twelve. Eligible candidates are:

- (a) Any not-for-profit or nonprofit organization,
- (b) A public school or public school-within-a-school that has been in operation for at least two years which requests to convert to a charter school with support of fifty percent or more parents, and fifty percent or more teachers,
- (c) A municipality or other public entity as provided by law,
- (d) A Florida College System Institution, or

(e) A district school board may sponsor a charter school in the county over which it has jurisdiction.

Private schools, parochial schools, and home education programs are not eligible to become charter schools.

### (3) Legal Entity and Requirements

Each charter school shall be:

(a) Organized as, or be operated by, a not-for-profit or non-profit organization,

(b) Non-sectarian,

(c) Charge no tuition or fees except those fees charged by other public schools,

(d) Meet all applicable federal, state, and local health, safety, and civil rights requirements,

(e) Publish an annual progress report,

(f) Provide an annual financial audit similar to that of the District to the School Board,

(g) Analyze and compare student performance

All charter schools must comply with Florida Statutes applicable to public schools as they relate to civil rights, student health, safety, welfare, public records, public meetings, public inspections, and penalties.

### (4) Student Eligibility

(a) Participation and attendance of any student in a charter school is voluntary. If a public school converts to a charter school, parents may request non-participation and receive an assignment to a public school.

(b) All students in the target population as specified in the charter school application are eligible for participation. Equal opportunity shall be provided for exceptional education students and Limited English Proficient students.

#### (5) Charter School Boundaries

A charter school shall be open to any student residing in the District, however, a charter school may limit enrollment in accordance with the charter schools law. Students who are geographically isolated shall either be transported by the charter school or receive reimbursement for transportation that is equivalent to the monies provided by the District to the charter school for transportation of the student.

#### (6) Student Selection for Charter Schools

(a) The charter school shall enroll a student who submits a timely application in accordance with the charter schools law and the school's enrollment plan set forth in an approved charter application.

(b) If the number of eligible students exceeds the capacity of the program, class, grade level, or building, a random selection of students will be made. Enrollment preferences may be granted in accordance with the charter schools law and the school's enrollment plan set forth in an approved charter application.

#### (7) Student Assessment

The charter school must implement a program to assess student achievement. At a minimum, the school must participate in State testing programs established to comply with the State-wide assessment program.

#### (8) Student Records

The charter school must maintain both active and archival records for current or former students. The District will assist the school in establishing appropriate record formats. All permanent (Category A) records of students leaving the school, whether by graduation, transfer to the public school system, or withdrawal to attend another school, must be transferred to the school system in accordance with State law. Records of student progress (Category B) must be transferred to the school system if the student is returning to a District public school.

#### (9) FTE Reporting

Funding for a charter school is based on the number of full-time equivalent (FTE) students; therefore, it is essential that records of student attendance be maintained in a format consistent with State reporting requirements. The District will assist the

charter school in establishing mechanisms for reporting FTE. The charter school will, however, be fully responsible for collecting and maintaining accurate and appropriate records and inputting all required data in the District's automated systems for reporting in a timely manner to the District consistent with the requirements of Section 1011.62, Florida Statutes, and other governing law.

(10) Withdrawal and Transfer of Students

(a) Parents may withdraw a student from a charter school at any time. The student may return to a District school with an appropriate program through the student assignment procedures set forth in School Board Policy 5.232.

(b) Charter schools may not withdraw or transfer a student involuntarily, unless the withdrawal or transfer is accomplished through established administrative procedures consistent with State Board rules.

(11) Transportation and Food Services

(a) Transportation and food services are the responsibility of charter schools and must be provided according to District, state, and federal rules and regulations.

(b) A charter school may contract with the District for transportation and/or food service or may contract with a private provider.

(12) Application and Charter Negotiation Process for Charters

(a) Ten paper copies and one electronic copy of the completed application, including all appendices, must be received in the appropriate District office by August 1, no later than the close of business hours for the School Board Main Office. All applications will be stamped with the date and time when they are received. Applications received after the prescribed due date will not be considered for a charter for the next school year. If the application deadline falls on a Saturday, Sunday, or legal holiday, such deadline shall be extended to the close of business on the next business day. An applicant may submit a draft charter school application on or before May 1 with a non-deductible application fee of \$500, and the District will review and provide feedback as to material deficiencies in the application by July 1. Applications must comply with the FDOE ~~Model~~standard Application Forms, which are incorporated herein by reference. An application shall be submitted for each proposed charter school. If an applicant proposes a charter school with multiple campuses, an application shall be submitted for each

proposed campus.

(b) Applications for charter schools will be received any time during the year. Those applications received on or before August 1 of each calendar year will be considered for charter schools to be opened at the beginning of the District's next school year.

(c) All completed application materials must be submitted in the format required in subsection (12)(a) by the August 1 deadline or the application will be considered incomplete and will not be accepted for submission. No additional application materials or application amendments will be considered after the August 1 deadline; however, the District shall allow the applicant seven calendar days to make technical, non-substantive corrections and clarifications to its application when appropriate. An application submitted to the School Board for a charter school in another district will not be accepted for submission.

(d) During the application review and evaluation process, the District may solicit additional background information from the applicant regarding: (1) the history and background of individual applicants and/or founding/governing boards and individual members including, but not limited to, a demonstration of the professional experience or competence of those individuals or organizations applying to operate the charter school or those hired or retained to perform professional services; and (2) whether the applicant currently operates charter schools in Florida and if the proposed school will be a replication of an existing school design. This information may be used to evaluate the applicant's ability to operate a charter school.

(e) A staff review committee, comprised of representatives of at least the following departments: Student Services and Exceptional Student Education, Finance, Curriculum and Instruction, and other areas as appropriate, will review all applications, using the FDOE standard Eevaluation Instrument, incorporated herein by reference.

(ef) Thereafter, the review committee will invite the governing board of each proposed charter school to a meeting for purposes of discussing the submitted charter application with members of the governing board of the proposed charter school. The purpose of the interview is to ascertain the level of knowledge and preparedness exhibited by the founding board and the charter school's director (if named). Only founding board members and the charter school's director may participate in the interview. Other stakeholders, such as

business partners of the proposed charter school, may attend the interview but may not participate in the interview. In addition to the founding board's knowledge evidenced at the governing board interview, where members of the founding board have opened other charter schools, the District shall consider the founding board members' past experience in chartering in the decision whether to approve or deny the application. Notwithstanding the foregoing, if an application exhibits such substantial deficiencies with regard to internal consistency, conformity with applicable laws, and/or with its curriculum and/or budget sections that the staff review committee does not believe the application merits further review, it may be submitted to the Superintendent with a written recommendation for denial without the governing board interview.

(eg) The review committee shall submit to the Superintendent each application with a written recommendation for approval or denial and an explanation for its recommendation. The Superintendent shall make the recommendation to the Board for approval or denial of the application with an explanation for the recommendation. Within sixty (60) calendar days of submission of each application by the charter school applicant, the Board will hold a public hearing on each application and thereafter by majority vote approve or deny such application, unless such time is extended by mutual agreement with the charter school applicant. Charter school applicants are encouraged to attend the public hearing and make an oral presentation to the School Board. In addition, a charter school applicant may submit written comments to the recommendation for approval or denial for consideration by the School Board. Such written comments must be submitted at least eight (8) calendar days in advance of the scheduled public hearing on the application in order to be considered by the School Board. Denied applicants may appeal to the State Board of Education within thirty (30) calendar days and shall notify the School Board of their appeal.

(fh) The District shall have ~~sixty~~thirty (~~60~~30) calendar days, following approval of an application, to provide an initial proposed charter contract to the approved applicant. The District's ~~shall use the FDOE's standard charter contract-standard charter contract~~, as may be amended from time to time, ~~shall be used~~ as the basis for all charters approved under this Policy 3.90. The initial term of the charter contract shall be for four (4) or five (5) years unless a longer term is specifically required by law. The approved applicant and District shall have ~~seventy-five~~forty (~~75~~40) calendar days to negotiate and notice the charter contract for final approval by the School Board unless both parties agree to an extension. The School Board will hold a public hearing on each charter contract, and thereafter by majority vote approve or deny such charter contract. If at any time during the charter negotiation

process after the District has provided the approved charter applicant with the initial proposed charter, the District does not receive from the approved applicant communication addressing the substantive issues presented by the proposed charter contract for a period in excess of ninety (90) days, approval of the application shall expire without further Board action.

(g) Unless extended pursuant to this policy, an approved applicant shall open its charter school at the beginning of the District's next school year following the approval of the charter school application. At the written request of the approved applicant and for good cause shown, the District, at its discretion, may allow the approved applicant to defer the opening of its charter school for a period not to exceed the second school year following the approval of its charter school application. In the event that the opening of the approved applicant's charter school is deferred, the approved applicant shall provide the District with the following, in writing: (i) a reaffirmation of all information contained in its approved application, including any and all supplements thereto, and (ii) a detailed explanation of any and all revisions to its approved application to bring the application up to date, including any and all revisions necessitated by a change in any pertinent rule, policy, law, or regulation. In the event the District allows the approved applicant to defer the opening of its school for one year, the term of the charter agreement with the approved applicant will be adjusted to reflect cancellation of one year of the term.

#### (13) Facility

(a) Prior to entering into a charter contract, the charter school must have identified the location for the school and that a facility has been secured for the term of the charter.

(b) No later than ~~thirty~~thirty (30) days prior to the beginning of the first school year of the charter school, consistent with the beginning day for students as listed on the approved public school calendar, the charter school shall have an approved contract and provide evidence of all necessary permits, licensing, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. Failure to comply shall result in automatic rescission of the charter school's charter contract, with no further action by the School Board.

#### (14) Funding

(a) Funding for student enrollment in a charter school shall be the sum of District operating funds from the Florida Education Finance Program, including gross state

and local funds, discretionary lottery funds, and discretionary operating mileage funds divided by totally District funded weighted full-time –equivalent students times the weighted full-time-equivalent students of the particular charter school. Charter schools, if eligible, shall also receive their proportionate share of categorical program funds included in the Florida Education Finance Program.

(b) Federal funds received by the District for the provision of services shall be used to provide charter school students the level of services provided to other student enrolled in schools operated by the School Board as appropriate in consideration of the provisions of the funding sources.

(c) Total funding shall be recalculated during the school year to reflect actual weighted FTE students reported by the charter school during the FTE student survey periods.

(d) A charter school shall not levy taxes or issue bonds secured by tax revenue.

(e) Any administrative fee charged by the District for a charter school shall comply with Section 1002.33(20), Florida Statutes.

(f) When a charter is not renewed or is terminated, any unencumbered funds from the charter school shall revert to the School Board, except for capital outlay funds which shall revert to the FDOE. Any property, improvements, furnishings, and equipment purchased by, or on behalf of, the charter school with public funds shall be delivered to the District and automatically revert to full ownership by the District, regardless whether they were purchased by the charter school or by a management company for the charter school. The charter school shall not enter into any contract that would interfere with the right of the District to assert title on its own behalf or on behalf of the State of Florida in the event of termination of the charter for any reason. If the charter school's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, ownership of the asset will automatically revert to the District. Property and assets purchased with public funds shall be defined as those goods purchased with grants and funds provided by a governmental entity.

(g) If a charter is not renewed or is terminated, the governing body of the charter school is responsible for all debts of the charter school.

(h) Payment shall be made to the charter school no later than ten (10) working days after receipt of state or federal funding by the District. Payment shall be on a monthly basis in arrears based upon the estimated number of FTE students in



membership during the FTE survey periods. The final payment during any fiscal year shall be adjusted to reflect the number of actual FTE students in membership during the FTE survey periods.

(15) Audit

(a) A charter school shall provide for an independent annual financial audit in accordance with Section 218.39, Florida Statutes. Additionally, an independent audit shall be completed by the charter school within 30 days after any notice of nonrenewal, closure, or termination to account for all public funds and assets. The audits shall be performed in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and applicable Rules of the Auditor General, State of Florida, including but not limited to Chapter 10.850 or successor provision.

(b) Prior to inception of the ~~annual~~ financial audit, the charter school shall provide, at a minimum, the following materials to the auditor for review:

(i) Copies of its budgets (including the budget worksheets used to develop the full year final budget), financial statements, general ledgers, bank statements, bank reconciliations, cash receipts, cash disbursements, payroll reports, year end cost reports, floor plan of school, occupational permits, most recent financial mid-year review, and accounting procedures manual or similar guidelines.

(ii) The names, occupations, and employment positions of the current members of its governing board.

(iii) Copies of its inventories of fixed assets using the template provided by the District and segregating capitalized and non-capitalized assets. All physical assets shall be listed as purchased with public funds (e.g., FEFP, grant, and any other public-generated funds), purchased with private funds, or donated by the District or other source.

(iv) Copies of all contracts, including but not limited to leases, sub-leases, transportation contracts, defined contribution and/or profit sharing plans, defined benefit plans, management agreements, and cost sharing agreements, that include or involve any and all transactions with a single entity that, together within one year, total in excess of \$25,000.00.

(v) A listing of all related party transactions, regardless of amount. For purposes of

this subsection “related party” shall include:

A. Any employee, contractor, or governing board member of the charter school,

B. Any relative of any employee, contractor, or governing board member of the charter school, where “relative” shall have the meaning set forth in Section 112.312(21), Florida Statutes, or

C. Any other person who is in one of the relationships with the charter school that are identified in 26 U.S.C. Section 267(b).

(vi) Copies of all contracts, leases, sub-leases, purchase orders, or other records evidencing any related party transaction listed as required by subsection (15)(b)(v) above.

(vii) A copy of its IRS Form 990, Return of Organization Exempt from Income Tax, including a full and complete disclosure of the governing body and management of the charter school.

(viii) A copy of its articles of incorporation or other organizational instrument and all other necessary documentation demonstrating that the charter school is organized as a non-profit organization.

(ix) Copies of its hurricane and other disaster or emergency contingency plans.

(x) Copies of all policies of insurance required as provided in subsection (17)(c) below.

(xi) An explanation of all litigation in which the charter school is engaged and all claims or threatened claims that might have a material ~~affect~~effect upon its financial statements.

(xii) A copy of the charter school’s training plan and report of governing board training, as required by Fla. Admin. Code Rule 6A-6.0784.

(xiii) A copy of this School Board Policy **3.90**, Charter Schools.

(c) At a minimum, the ~~annual~~ financial audit report shall comply with the requirements set forth in Section 10.856, Rules of the Auditor General, or successor provision, and the report, schedules, and management letter, including

the audit findings contained therein, shall address the following:

- (i) Whether the charter school has established proper internal controls.
- (ii) Whether appropriate financial records have been kept.
- (iii) Whether the charter school has properly tagged, accounted for, and recorded its physical assets.
- (iv) Whether the charter school's contracts and commercial transactions are commercially reasonable.
- (v) Whether the charter school's governing board meets its fiduciary responsibility with regard to public funds.
- (vi) Whether the charter school's governing board exercises continuing oversight over charter school operations in accordance with Section 1002.33(9)(j), Florida Statutes.
- (vii) Whether the charter school's contracts are entered and commercial transactions are conducted at arm's length and based on performance.
- (viii) Whether due diligence has been conducted by the governing board of the charter school when entering into contracts and commercial transactions.
- (ix) Whether the charter school's contracts or transactions demonstrate any potential conflict of interest.
- (x) Whether any related party transaction or series of transactions had a material effect on the safety of the charter school's operations or its financial well being.
- (xi) Whether the charter school complies with all applicable Internal Revenue Service regulations.
- (xii) Whether the charter school demonstrates proper risk management.
- (xiii) Whether the charter school's financial records that comprise its accounting system are maintained in accordance with Section 1002.33(9)(h), Florida Statutes.
- (xiv) Whether all members of the charter school governing board have completed governance training as required by Fla. Admin. Code Rule 6A-6.0784.

(xv) Whether the charter school is in a state of financial emergency within the meaning of Section 218.503, Florida Statutes, and if so, the condition or conditions specified in Section 218.503(1) that have occurred and the probable cause for such occurrence.

(xvi) Whether the charter schools is in deteriorating financial condition within the meaning of Section 1002.345(1)(a)3, Florida Statutes, and if so, the circumstance or circumstances that significantly impairs the ability of the charter school to generate enough revenues to meet its expenditures.

(xvii) Whether there is any material subsequent event that occurred after the financial statement date but prior to the completion of the audit.

(d) If a charter school fails to obtain an annual financial audit by September 30, or as otherwise stated in its charter school contract, the charter school governing board shall be notified in writing by the School Board of its responsibility. If after receiving written notice from the School Board, the charter school fails to obtain and provide to the School Board an audit by October 31, or within a month from the time provided in its charter school contract, then the District shall secure an audit for the charter school at the expense of the charter school. In addition, failure to timely obtain an annual financial audit shall subject the charter school to expedited review by the School Board in accordance with Section 1002.345(1)(a), Florida Statutes. If a charter school fails to obtain an audit within 30 days after notice of nonrenewal, closure, or termination, the District shall secure an audit for the charter school at the expense of the charter school.

#### (16) Services

The District shall provide administrative and educational services to charter schools consistent with the requirements of Section 1002.33, Florida Statutes. Any additional services may be provided at cost, based on mutual agreement.

#### (17) Insurance and Indemnification

(a) The governing body and employees of a charter school are governed by Section 768.28, Florida Statutes. The minimum requirements for the Contract Carrier of the insurance, the requirements for evidence of insurance, and additional details for the insurance and indemnification will be provided with the application.

(b) The School Board of St. Lucie County, Florida, will not be held liable for any claim, action, loss, damage, injury, liability, cost, or expense of any kind, including

but not limited to attorney's fees and court costs arising out of injury to persons or damage to property as a result of the negligence of the charter school or its agents, employees, invitees, or contractors.

(c) The charter school must maintain appropriate Commercial General Liability Insurance, Automobile Liability Insurance, Workers' Compensation Insurance, Professional Liability Insurance, Employment Practices Insurance, and Errors and Omissions Insurance. The School Board of St. Lucie County, Florida must be listed as additional named insured on these policies.

#### (18) Student Rights, Discipline, and Safe Learning Environment

Applicants must describe in writing the charter school's rules applicable to student rights, discipline, and safe learning environment.

#### (19) Employees of Charter Schools

A charter school shall select its own employees and implement employee labor and other relations pursuant to the requirements of Florida Statutes. A charter school may contract with the District for the services of personnel employed by the District.

#### (20) Charter Schools Law

(a) This rule is intended to be consistent with Florida Statutes and State Board of Education Rules.

(b) The charter schools law, Section 1002.33, Florida Statutes, is incorporated herein by reference and made a part of this Board rule.

#### (21) Technical Assistance

A technical assistance workshop will be provided for all potential charter school applicants to assist in the application process. A public announcement of the technical assistance workshop will be made at least thirty (30) calendar days prior to the due date for applications for charter schools that intend to operate during the next school year. In addition, potential charter school applicants must participate in FDOE training as required by Section 1002.33(6)(g)2, Florida Statutes.

#### (22) Charter Contract Amendments

In order to allow sufficient time for review, if a charter school desires to propose an amendment to its charter contract with the Board, it must submit a written request identifying the substance of the proposed amendment to the appropriate District office on or before April 15<sup>th</sup> of the school year prior to the school year that the charter school desires the amendment to become effective. The District may, but need not, extend the deadline in its sole discretion for good cause shown. The charter contract may not be amended to change the grade levels served, to change the maximum or minimum enrollment of the school, or to alter eligibility for enrollment, except that charter schools designated as high-performing may increase enrollment or expand grade levels in accordance with the procedure set forth in the charter schools law. Requests to amend the charter contract that would affect the application, such as a change to the curriculum, must be accompanied by a revised application and all required supporting documentation.

### (23) Charter Renewal

(a) In order to allow sufficient time for review, no later than the first business day in October of the last year of the charter contract, the governing board of the charter school shall submit a completed copy of its renewal application to the District, no later than the close of business hours for the School Board Main Office. Charter renewal applications must comply with the ~~FDOE District's current standard C~~charter ~~R~~renewal ~~F~~format, ~~incorporated herein by reference.~~

(b) A staff review committee, comprised of representatives of at least the following departments: Student Services and Exceptional Student Education, Finance, Curriculum and Instruction, and other areas as appropriate, will review all charter renewal applications.

(c) The review committee shall submit to the Superintendent each charter renewal application with a written recommendation for approval or denial and an explanation for its recommendation. The Superintendent shall make the recommendation to the Board for approval or denial of the charter renewal application with an explanation for the recommendation. The Board will hold a public hearing on each charter renewal application and thereafter by majority vote approve or deny such application. Charter school applicants are encouraged to attend the public hearing and make an oral presentation to the School Board. In addition, a charter school applicant may submit written comments to the recommendation for approval or denial for consideration by the School Board. Such written comments must be submitted at least eight (8) calendar days in advance of the scheduled public hearing on the charter renewal application in order

to be considered by the School Board.

(d) If the School Board votes to non-renew the charter, the School Board shall notify the governing board of the charter school of the proposed action in writing at least ninety calendar (90) days prior to the effective date of the non-renewal in accordance with the charter schools law. The charter school's governing board may, within fourteen (14) calendar days after receiving the notice, request a hearing in accordance with the charter schools law. The hearing and any appeals shall be conducted in accordance with the charter schools law.

(e) If the School Board votes to renew the charter, the renewal shall be for a term of five (5) years unless a longer term is required by law. Upon approval, the contract will be renewed following the contract negotiation process which shall be based upon the current School Board Rules and the ~~District's current standard charter contract~~ FDOE standard charter renewal contract.

#### (24) Appeal

Procedures for appealing the School Board's decision to deny an application for a charter school, terminate a charter school, or non-renew a charter school are set forth in Florida Statutes and State Board of Education administrative rules.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAWS IMPLEMENTED: 1001.02, 1001.43, 1002.33, F.S.

STATE BOARD OF EDUCATION RULE: 6A-6.0781

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