

CHARTER SCHOOLS

**General Provisions**

The consideration, approval, and operation of charter schools in Pasco County shall be in accordance with F.S. 1002.33, **1002.345**, and this policy, except for those operations under other authority established by law.

A. Charter schools in Pasco County shall be guided by the following principles:

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

B. Charter schools shall fulfill the following purposes:

1. improve student learning and academic achievement;
2. increase learning opportunities for all students, with special emphasis on low-performing students and reading;
3. encourage the use of innovative learning methods;
4. require the measurement of learning outcomes.

C. Charter schools may fulfill the following purposes:

1. create innovative measurement tools;
2. provide rigorous competition within the public school district to stimulate continual improvement in all public schools;

3. expand the capacity of the public school system;
4. mitigate the educational impact created by the development of new residential dwelling units; and,
5. create new professional opportunities for teachers, including ownership of the learning program at the school site.

As with all schools in the District, charter schools shall maintain a high quality of instruction, a safe environment and also maintain accountability for the appropriate use of allocated resources.

Charter schools are fully recognized as public schools.

#### Application for Charter Schools

##### A. Eligibility to Apply

**1. Charter School applicants must participate in training provided by the Florida Department of Education (FLDOE) before filling an application, unless they have participated in qualified training provided by the District.**

**2. A charter school must organize as, or be operated by, a non-profit corporation.**

**3. An application for a new charter school may be made by an individual, teachers, parents, group of individuals, a municipality or any legal entity organized under the laws of the State of Florida.**

**4. An application for a conversion charter school shall be made by the Board, principal, teachers, parents and/or the school advisory council at an existing public school that has been in operation for at least two (2) years prior to the application to convert. A public school-within-a-school that is designated as a school by the Board may also submit an application to convert to charter status. An application submitted proposing to convert an existing public school to a charter shall demonstrate and document the support of at least fifty percent (50%) of the teachers employed at the school and fifty percent (50%) of the parents voting whose children are enrolled in the school, provided that a majority of the parents eligible to vote participate in the ballot process. The applicant**

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**THE SCHOOL BOARD OF  
PASCO COUNTY**

COMMUNITY RELATIONS  
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1 must provide the Board with a descriptive statement of the  
2 process used to determine the required parent-teacher  
3 support and submit underlying data to validate the outcome.

4 | 5. A charter school-in-the-workplace may be established as  
5 authorized by F.S. 1002.33(15)(b).

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6. A charter school-in-a-municipality may be granted in accordance with the requirements of F.S. 1002.33(15).

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7. Private schools, parochial schools and home education programs are not eligible for charter school status. A charter school may not be affiliated with a nonpublic sectarian school or religious institution and shall be nonsectarian in programs, admission policies, employment practices and operations.

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8. No person employed by the Board who is directly or indirectly involved with an application for a charter school shall suffer any unlawful reprisal as defined by F.S. 1002.33, by reason of said activity. An employee who believes that he has suffered unlawful reprisal may file a complaint with the Florida Department of Education.

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B. **Application**

1. The Board will receive and consider charter school applications filed on or before August 1st of each calendar year for charter schools to be opened at the beginning of the District's next school year, or to be opened at a later time agreed upon by the applicant and the Board. Applications for charter schools shall be submitted on a standard application form developed and distributed by the Florida Department of Education. The District shall review all applications using an evaluation instrument developed by the Florida Department of Education (FLDOE).

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No application will be accepted until the application is complete and all appropriate signatures are obtained. All applications must be received no later than 5:00 p.m. to the charter schools department on the designated statutory date of each calendar year preceding the academic year of proposed implementation or to be opened at a time agreed to by the applicant and the Board. Applications will be stamped with the date and time when they are received. No deletions, additions, or changes to the application will be considered after it is submitted. Applications received after the prescribed deadline will not be considered for a charter for the next school year.

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- 1                    2.     The application does not constitute the charter, which will be  
2                    considered the legal contract between the Board and the  
3                    charter school organizational body. The application must  
4                    address each issue required by F.S. 1002.33, this policy, and  
5                    the State application format. Within fifteen (15) calendar  
6                    days after receipt of a charter school application, the District  
7                    shall report the name of the applicant, the proposed location  
8                    of the charter school, and the projected FTE to the Florida  
9                    Department of Education.
- 10                   3.     The application shall include proof of insurability sufficient to  
11                   meet the requirements of this policy.
- 12                   4.     The application includes a certification that a monthly  
13                   financial statement will be provided to the District in a  
14                   form prescribed by the FLDOE.
- 15                   4.5.   The application shall contain an annual financial plan for  
16                   each year requested by the application for operation of the  
17                   charter school for up to five (5) years. The plan must contain  
18                   anticipated fund balances based on revenue projections, a  
19                   spending plan based on the projected revenues and expenses,  
20                   and a description of controls that will safeguard finances and  
21                   projected enrollment trends.
- 22                   5.6.   An application for a charter school shall include a full  
23                   accounting of expected assets, a projection of expected  
24                   sources and amounts of income, including income derived  
25                   from projected student enrollments and from community  
26                   support, and an expense projection that includes full  
27                   accounting of the cost of operation, including start-up costs.
- 28                   6.7.   The application shall demonstrate how the school will use the  
29                   guiding principles and meet the statutorily defined purpose of  
30                   a charter school.
- 31                   7.8.   The application shall provide a detailed curriculum plan that  
32                   illustrates how students will be provided services to attain the  
33                   Sunshine State Standards.
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1           8.9. The application will contain goals and objectives for  
2           improving student learning and measuring that improvement.  
3           These goals and objectives must indicate how much academic  
4           improvement students are expected to show each year, how  
5           success will be evaluated, and the specific results to be  
6           attained through instruction. These goals should include  
7           school grades to be obtained under F.S. 1008.34.

8           9.10. The application shall describe the reading curriculum and  
9           differentiated strategies that will be used for students reading  
10          at grade level or higher and a separate curriculum and  
11          strategies for students who are reading below grade level. As  
12          required by law, the Board shall deny a charter application if  
13          the applicant does not propose a reading curriculum that is  
14          consistent with effective teaching strategies that are grounded  
15          in scientifically based reading research.

16          C.    **Approval Criteria**

17           The Board shall consider, but is not limited to, the demonstrated  
18           ability of the applicant to successfully implement the application,  
19           including the following:  
20

- 21           1.    quality and breadth of instructional program;
- 22           2.    safeguards for the physical and emotional safety of students  
23           to be served;
- 24           3.    innovativeness of approach to teaching and learning;
- 25           4.    representativeness of student population and impact upon  
26           other schools;
- 27           5.    soundness of the financial plan, including sufficient start up  
28           funds;
- 29           6.    adequacy of planned insurance;
- 30           7.    qualifications of the organizers, governing body, and staff;
- 31           8.    adequacy of planned facilities;

9. extent of parent involvement;
10. representativeness of governance structure;
11. level of student performance expectations relative to State education and other significant goals;
12. fulfillment of needs within the District;
13. sufficiency of elements required in the charter by law or policy; and
14. ability to achieve the proposed timeline.

D. **Approval**

1. The Board shall by a majority vote of the board approve or deny a formal application no later than sixty (60) days after receiving the completed application during the submission period, following a public hearing to ensure community input. This time period may be extended to a specific date by the mutual agreement of the Board and the applicant. If the application is approved, the Superintendent and applicant shall negotiate a charter to be submitted to the Board for final approval at a later date following a public hearing to ensure public input. If the Board fails to act on an application, the applicant may appeal in accordance with F.S. 1002.33. If an application is denied, the Board shall, within ten (10) calendar days, articulate in writing the specific reasons based upon good cause supporting the denial of the charter application and shall provide the letter of denial and supporting documentation to the applicant and the Florida Department of Education supporting those reasons. The Board shall report to the Florida Department of Education the approval or denial of a charter application within ten (10) calendar days after such approval or denial.

- 1                   2.     The terms and conditions for the operation of a charter school  
2                   shall be set forth by the Board and the applicant in a written  
3                   contractual agreement, called a charter. The Board will not  
4                   impose unreasonable rules and regulations that violate the  
5                   intent of charter schools. The Board will provide the  
6                   applicant with an initial proposed charter contract within  
7                   sixty (60) days of the approval of the application. The  
8                   applicant and the Board will have seventy-five (75) days  
9                   thereafter to negotiate the charter contract for final approval  
10                  by the Board unless both parties agree to an extension. The  
11                  proposed charter contract shall be provided to the applicant  
12                  at least seven (7) calendar days prior to the date of the  
13                  meeting at which the charter contract is scheduled to be  
14                  voted upon by the Board. If the parties are unable to reach  
15                  agreement in a timely manner, the parties will utilize  
16                  mediation services provided by the Florida Department of  
17                  Education. If the Commissioner of Education determines  
18                  that the dispute cannot be settled through mediation, the  
19                  dispute may be appealed to an administrative law judge  
20                  appointed by the Division of Administrative Hearings.

21           E.     **Appeal Process**

22                   An applicant may appeal any denial of an application for a charter  
23                   school or failure to act on an application in accordance with the  
24                   procedure set out in F.S. 1002.33.  
25

26   **Monitoring and Review**

- 27           A.     Charter schools approved by the Board shall be accountable to the  
28                   Board for performance.
- 29           B.     The Superintendent shall monitor the charter school to ensure that  
30                   it is innovative and consistent with state education goals established  
31                   in F.S. 1000.33(5). The Superintendent shall take the necessary  
32                   steps to ensure that the school participates in the State's education  
33                   accountability system. If the school falls short of the performance  
34                   measures included in the charter, the shortcoming shall be reported  
35                   to the Florida Department of Education.



- 1 C. The Superintendent shall monitor and review the charter school in  
2 its progress towards the goals established in the charter and shall  
3 also monitor the revenues and expenditures of the charter school.  
4 The Superintendent and Board shall have free and open access to  
5 the charter school at all times. The District is entitled to the  
6 inspection of all school records, including student records upon  
7 request. The District has the right to review, upon request, all  
8 documentation pertaining to students with disabilities at the school.
- 9 D. The governing body of the charter school shall exercise continuing  
10 oversight over charter school operations.
- 11 E. The charter school director and a representative of the governing  
12 body of a charter school that has received a school grade of "D"  
13 under F.S. 1008.34(2), shall appear before the Board at least once a  
14 year to present information concerning each contract component  
15 having noted deficiencies. The Superintendent shall communicate  
16 at the meeting, and in writing to the director, the services provided  
17 to the charter school to help the school address its deficiencies.
- 18 F. Upon notification that a charter school has received a school grade  
19 of "D" for two (2) consecutive years or a school grade of "F" under  
20 F.S. 1008.34(2), the Board shall require the charter school director  
21 and a representative of the governing body to submit to the Board  
22 for approval a school improvement plan to raise student  
23 achievement and to implement the plan. The Board has the  
24 authority to approve a school improvement plan that the charter  
25 school will implement in the following school year. The Board may  
26 also consider the State Board of Education's recommended action  
27 pursuant to F.S. 1008.33(1), as part of the school improvement  
28 plan.
- 29 1. If a charter school fails to improve its student performance  
30 from the year immediately prior to the implementation of the  
31 school improvement plan, the Board shall place the charter  
32 school on probation and shall require the charter school  
33 governing body to take one of the following corrective actions:
- 34 a. contract for the educational services of the charter  
35 schools;

- 1                           b.     reorganize the school at the end of the school year  
2                                 under a new director or principal who is authorized to  
3                                 hire new staff and implement a plan that addresses the  
4                                 causes of inadequate progress; or
- 5                           c.     reconstitute the charter school.
- 6                           2.     A charter school that is placed on probation shall continue  
7                                 the corrective actions required under subparagraph 1. until  
8                                 the charter school improves its student performance from the  
9                                 year prior to the implementation of the school improvement  
10                                plan.
- 11                          3.     Notwithstanding any provision of this paragraph, the sponsor  
12                                 may terminate the charter at any time pursuant to the  
13                                 provisions of this policy and F.S. 1002.33.
- 14                   G.     The director and a representative of the governing body of a graded  
15                                 charter school that has submitted a school improvement plan or has  
16                                 been placed on probation shall appear before the Board at least once  
17                                 a year to present information regarding the corrective strategies that  
18                                 are being implemented by the school pursuant to the school  
19                                 improvement plan. The Board shall communicate at the meeting,  
20                                 and in writing to the director, the services provided to the school to  
21                                 help the school address its deficiencies.
- 22                   H.     Each charter school shall report its progress annually to the Board,  
23                                 which shall forward the report to the Commissioner of Education at  
24                                 a time designed by the Florida Department of Education. The  
25                                 annual reports shall be provided in the format developed by the  
26                                 Florida Department of Education, and shall include at least the  
27                                 following components:
  - 28                                 1.     Student achievement performance data, including the  
29   information required for the annual school report and the  
30   education accountability system governed by F.S. 1008.31  
31   and 1008.345. Charter schools are subject to the same  
32   accountability requirements as other public schools,  
33   including reports of student achievement information that  
34   links baseline student data to the school's performance  
35   projections identified in the charter. The charter school shall  
36   identify reasons for any difference between projected and  
37   actual student performance.

2. Financial status of the charter school which must include revenues and expenditures at a level of detail that allows for analysis of the ability to meet financial obligations and timely repayment of debt.
3. Documentation of the facilities in current use and any planned facilities for use by the charter school for instruction of students, administrative functions, or investment purposes.
4. Descriptive information about the charter school's personnel, including salary and benefit levels of charter school employees, the proportion of instructional personnel who hold professional or temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field.

**Charter Renewal**

- A. A charter may be renewed provided that a program review by the Superintendent demonstrates that the criteria set out in the charter have been successfully accomplished and that none of the grounds for non-renewal set out in the statute and this policy has been documented.
- B. The renewal of a charter school shall rest on demonstrated, documented performance. The renewal process will address the success of the academic program, the viability of the organization, and the school's faithfulness to the terms of its charter.

**Charter Nonrenewal or Termination**

- A. At the end of the term of the charter, the Board may choose not to renew the charter for any of the following:
  1. failure to participate in the State's education accountability system created in F.S. 1008.31, as required in F.S. 1002.33, or failure to meet the requirements for student performance stated in the charter;
  2. failure to meet generally accepted standards of fiscal management;

- 1                   3.     violation of law; or
- 2                   4.     other good cause shown.

3           B.     During the term of the charter, the Board may terminate the charter  
4                 for any grounds listed in paragraph A.

5           C.     At least ninety (90) days prior to renewing or terminating a charter  
6                 the Board shall notify the governing body of the school of the  
7                 proposed action in writing. The notice shall state in reasonable  
8                 detail the grounds for the proposed action and stipulate that an  
9                 informal hearing may be requested in writing within fourteen (14)  
10                calendar days of receipt of the notice. The Board shall conduct an  
11                informal hearing within thirty (30) calendar days after receiving a  
12                written request. If a charter is terminated or not renewed by this  
13                process, the Board shall, within ten (10) calendar days, articulate in  
14                writing the specific reasons for its non-renewal or termination of the  
15                charter and must provide the letter of non-renewal or termination  
16                and documentation supporting the reasons to the charter school  
17                governing body, the charter school principal, and the Florida  
18                Department of Education. The charter school's governing body may,  
19                within thirty (30) calendar days after receiving the Board's final  
20                written decision to refuse to renew or to terminate the charter,  
21                appeal the decision pursuant to procedures established in  
22                F.S. 1002.33. The charter school's governing body may, within  
23                thirty (30) calendar days after receiving the Board's final written  
24                decision to terminate or refuse to renew the charter, appeal the  
25                decision pursuant to applicable procedure in F.S. 1002.33.

26           D.     The Board and the charter school governing board shall enter into a  
27                 written agreement that includes provisions for the reversion of any  
28                 unencumbered funds and all equipment and property purchased  
29                 with public education funds to the ownership of the Board.

30           E.     The Board and the charter governing board shall enter into a written  
31                 agreement that requires the charter school to submit a final  
32                 independent financial audit to the District, to be completed by a  
33                 certified public accountant.

- 1 F. A charter may be terminated immediately if the Board determines  
2 that good cause has been shown or if the health, safety, or welfare of  
3 the students is threatened. The Board shall notify in writing the  
4 charter school's governing body, the charter school principal, and  
5 the Florida Department of Education if a charter is immediately  
6 terminated. The Board shall clearly identify the specific issues that  
7 resulted in the immediate termination and provide evidence of prior  
8 notification of issues resulting in immediate termination when  
9 appropriate. The Board shall assume operation of the school under  
10 these circumstances. The charter school's governing body may,  
11 within thirty (30) days after receiving the Board's decision to  
12 terminate the charter, appeal the decision pursuant to procedures  
13 established in F.S. 1002.33.
- 14 G. When a charter is not renewed or is terminated, the charter school  
15 shall be dissolved under the provisions of law under which the  
16 charter school was organized, and any unencumbered public funds,  
17 except for capital outlay funds and Federal charter school program  
18 grant funds, from the charter school shall revert to the Board.  
19 Capital outlay funds provided pursuant to F.S. 1013.62, and Federal  
20 charter school program grant funds that are unencumbered shall  
21 revert to the Florida Department of Education to be redistributed  
22 among eligible charter schools. In the event a charter school is  
23 dissolved or is otherwise terminated, all Board property and  
24 improvements, furnishings, and equipment purchased with public  
25 funds shall automatically revert to full ownership by the Board,  
26 subject to complete satisfaction of any lawful liens or  
27 encumbrances. Any unencumbered public funds from the charter  
28 school, Board property and improvements, furnishings, and  
29 equipment purchased with public funds, or financial or other  
30 records pertaining to the charter school, in the possession of any  
31 person, entity, or holding company, other than the charter school,  
32 shall be held in trust upon the Board's request, until any appeal  
33 status is resolved.
- 34 H. If a charter is not renewed or is terminated the charter school is  
35 responsible for all debts of the charter school. The District shall not  
36 assume the debt from any contract for services made between the  
37 governing body of the school and a third party, except for a debt that  
38 is previously detailed and agreed upon in writing by both the  
39 governing body of the charter school and the Board and that may  
40 not reasonably be assumed to have been satisfied by the District.

- I. If a charter is not renewed or terminated, students who attended the school shall be permitted to enroll in the applicable zoned school.

**Legal and Operational Requirements**

- A. The charter school must be organized as, or be operated by, a non-profit corporation.

- B. The charter school shall be nonsectarian in its programs, admission policies, employment practices, and operations.

- C. All charter schools must comply with all applicable state and local health, safety and civil rights requirements, including, but not limited to the anti-discrimination provisions of F.S. 1000.05.

- D. All charter schools must comply with applicable Federal law.

- E. The Board must be listed as an additionally named insured on all insurance policies covering the charter school.

- F. Persons who become members of the governing body of the charter school or officers of the not-for-profit organization operating the charter school shall undergo screening in a manner similar to that provided in F.S. 1012.32.

- G. All members of the governing body of a charter school must participate in governance training approved by the Florida Department of Education that must include government in the sunshine, conflicts of interest, ethics, and financial responsibility.

- H. Parents may withdraw a student from a charter school at any time. Charter schools may not withdraw a student involuntarily unless the withdrawal is pursuant to the due process procedures described in the charter.

- I. The charter school shall provide for an annual financial audit in accordance with F.S. 218.39, which must be performed by a certified public accountant. If a charter school internal audit or annual financial audit reveals a state of financial emergency as defined in F.S. 218.503, or deficit financial position, the auditors shall notify the charter school governing board, the Board, and the Florida Department of Education pursuant to F.S. 1002.33, and all applicable law.

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- J. The charter school director and each member of the governing board will receive a copy of the financial audit and all audit findings and recommendations. The charter school shall respond to all financial audit findings and recommendations in writing to the governing board and the Board within ten (10) working days, unless the time to respond is altered by mutual agreement. The response shall include proposed corrective action(s), as required.

**Eligible Students**

- A. A charter school shall be open to any student residing in the District or covered in an intradistrict agreement. A charter school may give enrollment preference to a sibling of a student enrolled in the charter school, to the child of a member of the governing board of the charter school, or to the child of an employee of the charter school.
- B. The charter school shall enroll an eligible student who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In such case, all applicants shall have an equal chance of being admitted through a random selection process.
- C. If a public school converts to charter status, enrollment preference shall be given to students who would have otherwise attended that public school. The Board shall consult and negotiate with the conversion charter school every three years to determine whether realignment of the conversion charter school's attendance zone is appropriate in order to ensure that students residing closest to the charter school are provided with an enrollment preference.
- D. A charter school may limit the enrollment process only to target the following student populations:
1. students within specific age groups or grade levels;
  2. students considered at risk of dropping out of school or academic failure;
- Such student shall include exceptional education students.

- 1                    3.     students who meet reasonable academic, artistic, or other  
2                    eligibility standards established by the charter school and  
3                    included in the charter school application and charter or, in  
4                    the case of existing charter schools, standards that are  
5                    consistent with the school's mission and purpose. Such  
6                    standards must be in accordance with current State law and  
7                    practice in public schools and may not discriminate against  
8                    otherwise qualified individuals.

- 9                    E.     Students with disabilities and students served in English for  
10                    Speakers of Other Languages programs shall have an equal  
11                    opportunity of being selected for enrollment in a charter school.

- 12                    F.     The capacity of the charter school shall be determined annually by  
13                    the governing board, in conjunction with the sponsor, of the charter  
14                    school in consideration of the factors identified in this subsection.

- 15                    G.     A charter school student is eligible to participate in an  
16                    interscholastic extra-curricular activity at the school to which the  
17                    student would be otherwise assigned under Board policy.

18     **Tuition Prohibition**

19     A charter school shall not charge tuition or fees, except those fees normally charged  
20     by other schools of similar grade levels.

21     **Governing Board Duties**

22     The governing board of the charter school shall:

- 23                    A.     annually adopt and maintain an operating budget;  
24                    B.     exercise continuing oversight over charter school operations;  
25                    C.     report its progress annually to the Board, which shall forward the  
26                    report to the Commission of Education at the same time as other  
27                    annual school accountability reports.

28     **Personnel**

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1       **A. Charter school personnel may not appoint, employ, promote, or**  
2       **advance any relative, or advocate for appointment, employment,**  
3       **promotion or advancement of any relative to a position in the**  
4       **charter school in which the personnel exercises jurisdiction or**  
5       **control.**

6  
7       **Full disclosure of the identity of all relatives employed by the**  
8       **charter school shall be in accordance with F.S. 1002.33.**  
9

10  
11  
12       **A.B.** A charter school shall select its own employees. A charter school  
13       may contract with the Board for services of personnel employed by  
14       the Board.

1        **B.C.** Employees of the District may take unpaid leave to accept  
2        employment in a charter school upon the approval of the Board.  
3        The employee may retain seniority accrued in the District. They  
4        may continue to be covered by the benefit program of the District  
5        only if the charter school and the Board agree to the arrangement  
6        and its financing. Teachers shall not be required to resign to teach  
7        at a charter school; however, this shall not prohibit the Board from  
8        approving alternative arrangement consistent with law.

9        **C.D.** Teachers employed or under contract to a charter school shall be  
10       certified as required by F.S. Chapter 1012. A charter school may  
11       employ or contract with skilled selected non-certified personnel to  
12       provide instructional services or to assist instructional staff  
13       members as education paraprofessionals in the same manner as  
14       defined in F.S. Chapter 1012, and as provided by State Board of  
15       Education rule.

16       **D.E.** A charter school may not knowingly employ an individual to provide  
17       instructional services or to serve as an education paraprofessional if  
18       the individual's certification or licensure as an educator is  
19       suspended or revoked by this or any other state. A charter school  
20       may not knowingly employ an individual who has resigned from a  
21       school district in lieu of disciplinary action with respect to child  
22       welfare or safety, or who has been dismissed for just cause by any  
23       school district with respect to child welfare or safety. The  
24       qualifications of teachers shall be disclosed to parents.

25       **E.F.** Prior to employment, all employees of a charter school and persons  
26       working under contract to the charter school shall be fingerprinted  
27       as provided for in F.S. 1012.32. The District shall perform the  
28       processing of each applicant's fingerprinting. The cost of  
29       fingerprinting shall be borne by the charter school or the applicant.  
30       An applicant's prior employment history must be fully reviewed and  
31       verified.

32       **F.G.** All members of the governing body shall be fingerprinted by the  
33       District as required by F.S. 1012.32, within ten (10) working days of  
34       their appointment. The District shall perform the processing of each  
35       member's fingerprints. The cost of fingerprinting will be borne by  
36       the school or the member. The governing board shall replace  
37       members whose fingerprint check results reveal non-compliance  
38       with standards of good moral character.

**Funding**

- A. Students enrolled in a charter school shall be funded as if they are in a basic program or special program, the same as students enrolled in other public schools in the District. Funding for school enrollment in a charter school shall be the sum of District operating funds from the Florida Education Finance Program as provided in F.S. 1011.62, and the General Appropriations Act, including gross State and local funds, discretionary lottery funds and discretionary operating millage funds divided by total funded weighted FTE students, multiplied by the weighted FTE students for the charter school. Total funding for each charter school shall be recalculated during the school year to reflect the revised calculations under the Florida Education Finance Program by the State and the actual weighted FTE students reported by the charter school during the FTE student survey periods designated by the Commissioner of Education. Additionally, funding for each charter school shall be adjusted as follows:
1. In the event of a State holdback or a proration which reduces District funding, each charter school's funding will be reduced proportionately.
  2. In the event the District exceeds any State cap for weighted FTE programs established by the legislature, resulting in unfunded weighted FTE to the district, then each charter school's funding shall be reduced proportionally.
- B. The charter school, if eligible, shall receive a proportionate share of categorical program funds included in the Florida Education Finance Program. Each charter school shall provide the Board with documentation that categorical funds received by the charter school were expended for the purpose for which the categoricals were established by the legislature.
- C. If the Board is providing programs or services to students funded by Federal funds, any eligible students enrolled in a charter school shall be provided Federal funding for the same level of services provided other eligible students in schools operated by the Board. Pursuant to provisions of 20 U.S.C. 8061 s. 10306, all charter schools shall receive all Federal funding for which the school is otherwise eligible, including Title I funding, not later than five (5) months after the charter school first opens and within five (5) months after any subsequent expansion of enrollment.

- 1 D. Each charter school shall report its student enrollment to the Board  
2 as required in F.S. 1011.62, and in accordance with the definitions  
3 in F.S. 1011.61. The Board shall include each charter school's  
4 enrollment in the District's report of student enrollment.
- 5 E. A charter school shall not levy taxes or issue bonds secured by tax  
6 revenue.
- 7 F. The Board may distribute funds to a charter school for up to  
8 three (3) months based on the projected full-time equivalent student  
9 membership of the charter school. Thereafter, the results of  
10 full-time equivalent student membership surveys must be used in  
11 adjusting the amount of funds distributed monthly to the charter  
12 school for the remainder of the fiscal year. The payment shall be  
13 issued no later than ten (10) working days after the Board receives a  
14 distribution of State or Federal funds. If a warrant for payment is  
15 not issued within ten (10) working days after receipt of funding by  
16 the Board, the District shall pay to the charter school, in addition to  
17 the amount of the scheduled disbursement, interest at a rate of one  
18 percent (1%) per month calculated on a daily basis on the unpaid  
19 balance from the expiration of the ten (10) working days until such  
20 time as the warrant is issued. Payment shall be on a monthly basis  
21 in arrears based upon the estimated number of FTE students  
22 enrolled during the FTE survey periods. The final payment shall be  
23 adjusted to reflect the number of actual FTE students in  
24 membership during the FTE survey periods.

- 1           G.    The Board will provide certain administrative and educational  
2           services to charter schools. These services shall include contract  
3           management services; fulltime equivalent and data reporting  
4           services; exceptional student education administration services;  
5           services related to eligibility and reporting duties required to ensure  
6           that school lunch services under the Federal lunch program,  
7           consistent with the needs of the charter school, are provided by the  
8           District at the request of the charter school; test administration  
9           services, including payment of the costs of State-required or  
10          District-required student assessments; processing of teacher  
11          certificate data services; and information services, including equal  
12          access to student information systems that are use by public  
13          schools in the District in which the charter school is located.  
14          Student performance data for each student in a charter school,  
15          including, but not limited to, FCAT scores, standardized test scores,  
16          previous public school student report cards, and student  
17          performance measures, shall be provided by the Board to a charter  
18          school in the same manner provided to other public schools in the  
19          District. A total administrative fee for the provision of such services  
20          shall be calculated based upon up to five percent (5%) of the  
21          available funds defined in F.S. 1002.33. for all students. However,  
22          the school board may only withhold up to a five percent (5%)  
23          administrative fee for enrollment for up to and including 500  
24          students. For charter schools with a population of 501 or more  
25          students, the difference between the total administrative fee  
26          calculation and the amount of the administrative fee withheld may  
27          only be used for capital outlay purposes specified in F.S. 1013.62(6).  
28          Additional services may be provided at cost.
- 29          H.    Financial records will be maintained by each charter school as  
30          provided for in the manual "Financial and Program Cost Accounting  
31          and Reporting for Florida Schools" or at the discretion of the charter  
32          school governing board, the charter school may elect to follow  
33          generally accepted accounting standards for not-for-profit  
34          organizations, but must reformat the information for reporting  
35          purposes to the Board. Charter schools shall provide annual  
36          financial report and program cost information in the State required  
37          formats for inclusion in District reporting in compliance with  
38          F.S. 1011.60(1).

I. If other goods and services are made available to the charter school through the contract with the District, they shall be provided to the charter school at a rate no greater than the District's actual cost unless mutually agreed upon by the charter school and the Board in a contract negotiated separately from the charter. When mediation has failed to resolve disputes over contracted services or contractual matters not included in the charter, an appeal may be made for a dispute resolution hearing before the Charter School Appeal Commission. Charter schools are allowed to participate in the Board's bulk purchasing program if applicable.

J. Transportation is the responsibility of charter schools, and must be provided according to District, State, and Federal rules and regulations.

#### **Facilities Requirements**

A charter school shall utilize facilities which comply with the Florida Building Codes pursuant to F.S. Chapter 553, except for the State Requirements for Educational Facilities. Conversion charter schools shall utilize facilities that comply with the State Requirements for Educational Facilities provided that the District and the charter school have entered into a mutual management plan for the reasonable maintenance of such facilities. The mutual management plan shall contain a provision by which the Board agrees to maintain charter school facilities in the same manner as its other public schools within the District. Charter schools, with the exception of conversion charter schools, are not required to comply, but may choose to comply, with the State Requirements for Educational Facilities (SREF) of the Florida Building Code. A lease or title agreement and evidence that all applicable codes have been met shall be provided to the District no later than the first working day in July unless mutually agreed upon by the charter school and the Board.

#### **Length of the School Year**

The charter school shall provide instruction for at least the number of days required by law for other public schools. The charter school may provide instruction for additional days. However, additional instructional days will not be funded by District required FTE funds. Additional instructional days will only be funded if specific FTE is available for such purpose. The charter school's school calendar must be consistent with the school year calendar adopted by the District unless the Board allows a waiver of this provision for good cause.

**1 Insurance and Indemnification**

- 2           A.     The governing body and employees of the charter school shall be  
3                 governed by F.S. 768.28. In accordance with F.S. 768.28, the  
4                 governing board and employees of the charter school shall be liable  
5                 for tort claims in the same manner and to the same extent as a  
6                 private individual under the circumstances, but liability shall not  
7                 include punitive damages or interest for the period before the  
8                 judgment. The governing body and employees of the charter school  
9                 shall not be liable to pay a claim or judgment by any one person  
10                which exceeds the sum of \$100,000 or any claim or judgment or  
11                portions thereof, which, when totaled with all other claims or  
12                judgments paid by the charter school arising out of the same  
13                incident or occurrence, exceeds the sum of \$200,000.
- 14           B.     The Board shall not be held liable for any claim, action, loss,  
15                 damage, injury, liability, cost or expense of whatsoever kind or  
16                 nature including, but not by way of limitation, attorney's fees and  
17                 court costs arising out of injury to persons or damage to property  
18                 arising out of any injury to persons or property damage as a result  
19                 of the negligence of the charter school or its agents, employees,  
20                 invitees or contractors.

- C. Charter schools must submit proof of insurance **annually**. The insurance companies writing such insurance must have and maintain a rating of "A-" or better and a financial size category of "VII" or better according to A.M. Best Company. Insurance policies shall include the Board as an additional insured. The minimum required types of insurance shall be:

1. **General Liability**

General liability insurance shall cover the school and its agents for those sources of liability (including, but not limited to, coverage for operations, products/completed operations, independent contractors, and liability contractually assumed) that would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. The minimum limits to be maintained by the school and its agents (inclusive of any amounts provided by an umbrella or excess policy) shall be ~~\$1,000,000 per occurrence/\$2,000,000 annual aggregate.~~ **determined by the Board.** Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible **as determined by the Board** of \$1,000 ~~per occurrence.~~ The Board shall be an additional insured.

2. **Property Insurance**

The charter school shall maintain hazard insurance on its own buildings and property during the term of this ~~the~~ charter **as determined by the Board and defined in the charter contract.** and shall provide proof of such insurance to the Board annually. **The Board shall be an additional insured.**



3. **Automobile Insurance**

The charter school shall maintain automobile insurance which provides the charter school and its agents for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned and hired autos and buses used in connection with this Charter. **The minimum limits to be maintained by the school and its agents (inclusive of any amounts provided by an umbrella or excess policy) shall be determined by the Board and defined in the charter contract.** The Board shall be an additional insured.

4. **Workers Compensation Insurance**

The charter school shall maintain, to the full extent required by law, workers compensation employers liability **which shall be determined by the Board and defined in the charter contract.** ~~of \$100,000 each accident and \$100,000 each employee/\$500,000 policy limits for disease.~~

5. **Professional Liability Insurance**

The School Leader's Errors and Omissions Liability Insurance shall be in a form acceptable to the Board and shall cover the charter school and its agents for those sources of liability arising out of the rendering of or failure to render professional services in the performance of its charter contract, including all provisions of indemnification which are part of the charter contract. ~~The insurance shall be subject to a maximum deductible not to exceed \$5,000 per claim. The minimum limits to be maintained by the school (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per claim/\$2,000,000 annual aggregate.~~ **Maximum deductibles and minimum limits to be maintained by the school (inclusive of any amounts provided by an umbrella or excess policy) shall be determined by the Board.**

6. **Fidelity Insurance**

The charter school shall maintain fidelity/dishonesty/liability

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insurance coverage which provides coverage **as determined by the Board and defined in the charter contract.** ~~limits of \$250,000 for employee dishonesty, \$250,000 for forgery and alteration, \$250,000 for embezzlement and \$500,000 for computer crime.~~

- D. The Board reserves the right to amend or waive any requirements herein set forth on the basis that the scope of the charter school, not to include conversion charter schools, is not such as to require the full amount of the coverage, as herein required, both as to type of insurance and limits of coverage. Further, any exception to the above stated limited requires approval of the Board.

**Management Companies**

If a management company will be managing the charter school, the contract between the management company and the governing body of the charter school shall be submitted to the District prior to the approval of the charter.

The contract between the governing body of the charter school and the management company shall require that the management company operate the charter school in accordance with the terms stipulated in the charter and all applicable laws, ordinances, rules, and regulations.

The requirements of this provision shall be included in the charter.

**Variance from Provisions of Policy**

The Board reserves the right to grant a variance from any provision of this policy, deemed to be unnecessary to accomplish the purpose for which F.S. 1002.33, was enacted or when the strict application of this policy will create a substantial hardship or violate principles of fairness.

F.S. **39.203, 768.095, 1001.41, 1002.33, 1002.33(g), 1002.345, 1012.01, 1012.315, 1012.32**  
Chapter 96-186(1) Laws of Florida