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| Book         | Policy Manual                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Section      | 5000 Students                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Title        | ANTI-HARASSMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Code         | po5517                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Status       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Legal        | <p>42 U.S.C. 1983</p> <p>20 U.S.C. 1681 et seq.</p> <p>42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended</p> <p>29 U.S.C. 6101, The Age Discrimination Act of 1975</p> <p>29 U.S.C. 794, Rehabilitation Act of 1973</p> <p>29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967</p> <p>42 U.S.C. 2000e et seq.</p> <p>42 U.S.C. 2000d et seq.</p> <p>20 U.S.C. 1400 et seq., The Individuals with Disabilities Improvement Act of 2004, as amended (commonly known as The Individuals with Disabilities Act)</p> <p>F.S. 110.1221, 784.049, 1000.05, 1006.07</p> |
| Adopted      | September 4, 2012                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Last Revised | August 27, 2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

## 5517 - ANTI-HARASSMENT

### General Policy Statement

It is the policy of the School Board to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on the basis of sex, race, color, national origin, pregnancy, marital status, age (except as authorized by law), military status, ancestry, religion, or disability, or genetic information which are classes that are protected by State and/or Federal civil rights laws (collectively, "protected classes") (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

For purposes of this policy, "School District community" means students, administrators, teachers, staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off School District property).

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

### Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

#### Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

**Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.**

**Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.**

**School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.**

**Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).**

**Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).**

#### 1. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon sex, race, color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation and may involve:

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;

- F. cyberbullying;
- G. physical violence;
- H. theft;
- I. sexual, religious, or racial harassment;
- J. public humiliation; or
- K. destruction of property.

#### Harassment

Harassment means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:

- A. places a student or school employee in reasonable fear of harm to their/his/her person or damage to their/his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
- C. has the effect of substantially disrupting the orderly operation of a school.

#### Sexual Harassment

For purposes of this policy and consistent with Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.
- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of ~~any~~ ~~either~~ ~~sex~~ ~~gender~~ against a person of the same or ~~another~~ ~~opposite~~ ~~sex~~ ~~gender~~.

Sexual Harassment covered by Policy 2266 – Sexual Discrimination in Education Programs and Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions ~~of a sexual nature~~, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, graffiti, videos, posters, videotapes, audio recordings, or literature, placed in the work or educational environment, that may reasonably which may embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

- H. Speculations about a person's sexual activities or sexual history,, or remarks about one's own sexual activities or sexual history.
- I. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.
- J. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.
- K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- L. ~~Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~
- M. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.
- N. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Sexual harassment includes sexual violence, which means physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent. A number of acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, and sexual coercion.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's education, or such that it creates a hostile or abusive educational environment, or such that it is intended to, or has the effect of, denying or limiting a student's ability to participate in or benefit from the educational program or activities.

**NOTE:** Any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of a crime.

#### Sexual Cyberharassment

**Pursuant to Florida law, "sexual cyberharassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the depicted person sent a sexually explicit image to another person does not, on its own, remove their reasonable expectation of privacy for that image. Sexual cyberharassment may be a form of sexual harassment.**

#### **Race/Color Harassment (Including Anti-Semitism)**

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon a certain perception of the Jewish people, which may be expressed as hatred toward Jewish people, rhetorical and physical manifestations of anti-Semitism directed toward a person, their property, or toward Jewish community institutions or religious facilities.

#### Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

## National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

## Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's ~~disability~~ ~~disabling condition~~, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like.

## Pregnancy Harassment

**Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.**

### Reports and Complaints of Harassing Conduct

Board employees are required to promptly report incidents of unlawful harassing conduct to an administrator, supervisor, or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Students and all other members of the School District community, as well as ~~Third parties~~, which includes all staff, are encouraged to promptly report incidents of unlawful harassing conduct to a teacher, administrator, supervisor, or other School District employee or official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other District employee or official who receives such a ~~report~~ ~~complaint~~ shall file it with the District's Anti-Harassment Compliance Officer within two (2) days (forty-eight (48) hours) of receiving the report of harassment.

Members of the School District community, which includes students, or ~~Third parties~~ who believe they have been unlawfully harassed are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the ~~Complainant~~ ~~complaining individual's~~ employment or participation in educational or extra-curricular programs unless the complaining individual makes the complaint maliciously or with knowledge that it is false. While there are no limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of bullying and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the principal or ~~their~~ ~~his/her~~ designee believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on sex, race (including anti-Semitism), color, national origin, religion, or disability, the principal or ~~their~~ ~~his/her~~ designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or while the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 5517 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

### Anti-Harassment Compliance Officers

The Board designates the following individuals to serve as the District's "Anti-Harassment Compliance Officers" (also known as "Civil Rights Coordinators"); ~~for the District. They are hereinafter referred to as the "COs" Compliance Officers.~~

Equity and Title IX Compliance Officer (Employees)  
Dr. Kathleen L. Rodgers Wallace Knight

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2757 West Pensacola Street  
 Tallahassee, Florida 32304  
 850-487-7306 7210  
 roedgersk@leon.k12.fl.us knightwa@leonschools.net

Equity Compliance Officer (Students)  
 Tonja Fitzgerald  
 2757 West Pensacola Street  
 Tallahassee, Florida 32304  
 850-487-7175  
 fitzgeraldt@leonschools.net

Title IX Compliance Officer  
 Wallace Knight  
 2757 West Pensacola Street  
 Tallahassee, Florida 32304  
 850-487-7210  
 knightwa@leonschools.net

504 Specialist  
~~Dr. Marget Palasesi~~ Jennifer Benton  
 2757 West Pensacola Street  
 Tallahassee, Florida 32304  
 850-487-7161 7317  
 palasesim@leon.k12.fl.us bentonj@leonschools.net

### Publication Required

The names, titles, and contact information of the Anti-Harassment Compliance Officers will be published annually in the parent and staff handbooks, in the School District Annual Report to the public, on the School District's web site, on each individual school's web site, and/or in the School District's calendar.

The names, titles, and/or contact information of the persons presently serving as Compliance Officers may change from time to time, and such changes shall be deemed technical corrections within the meaning of Bylaw 0131.1 and shall be made pursuant to that bylaw.

### Duties and Responsibilities

A Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and ~~Third Parties~~ who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the student.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Thereafter, the Compliance Officer or designee must contact the ~~Complainant student~~, if age eighteen (18) or older, or the ~~Complainant's parent/guardians~~ student's parents if under the age of eighteen (18), within three (3) business days to advise ~~she~~ them of the Board's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officers are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or to receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within forty-eight (48) hours of learning of the incident.

### Investigation and Complaint Procedure

Except of Sexual Harassment that is covered by Policy 2266 - Sexual Discrimination in Education Programs and Activities, ~~Any student who believes that they have/he has~~ been subjected to unlawful harassment may seek resolution of ~~theis/her~~ complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are

~~substantiated, either the informal or formal procedures as described below. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of legally prohibited harassment was substantiated are set forth below.~~

Due to the sensitivity surrounding complaints of unlawful harassment, time lines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within sixty (60) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within twenty (20) ~~calendar~~ days of the complaint being received).

The ~~informal and formal~~ procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, and/or the Equal Employment Opportunity Commission.

#### Informal Complaint Procedure

The goal of the informal complaint procedure is to ~~promptly~~ stop inappropriate behavior and to ~~investigate and~~ facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student ~~who alleges unlawful harassment or retaliation who believes s/he has been unlawfully harassed.~~ This informal procedure is not required as a precursor to the filing of a formal complaint.

Students, other members of the School District community, or ~~third parties~~ who believe that they have been unlawfully harassed ~~or retaliated against,~~ may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the ~~Complainant and the Respondent mutually agree to participate in it, parties (alleged target of harassment and alleged harasser(s)) agree to participate in the informal process.~~

~~The Complainant~~ Students, other members of the School District community, or third parties who believe that they have ~~been unlawfully harassed~~ may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

However, all complaints of harassment involving a District employee or any other adult member of the School District community against a student will be formally investigated.

As an initial course of action, if a ~~Complainant feels comfortable and safe~~ ~~student feels that s/he is being unlawfully harassed and s/he is able and feels safe~~ doing so, the individual should tell or otherwise inform the ~~Respondent that the alleged harassing harasser that the conduct is unwelcome and must stop.~~ The ~~Complainant~~ ~~complaining individual~~ should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers is available to support and counsel individuals when taking this initial step or to intervene on behalf of the ~~Complainant individual~~ if requested to do so. A ~~Complainant~~ ~~An individual who is uncomfortable or unwilling to~~ ~~directly approach the Respondent about the allegedly inappropriate conduct may file~~ ~~inform the harasser of his/her complaint is not prohibited from otherwise filing an informal or a formal complaint.~~ In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A ~~Complainant~~ ~~student who believes s/he has been unlawfully harassed~~ may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator in the school the student attends; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officers who will either facilitate an informal resolution as described below ~~on his/her own,~~ or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide students, other members of the School District community, and third parties who believe they are being unlawfully harassed by a student with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the ~~Complainant~~ ~~student claiming unlawful harassment,~~ informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the ~~Complainant individual~~ about how to communicate the unwelcome nature of the behavior to the ~~Respondent alleged harasser.~~
- B. Distributing a copy of ~~this the anti-harassment~~ policy as a reminder to the individuals in the school building or office where the ~~Respondent individual whose behavior is being questioned~~ works or attends.

- C. If both parties agree, the Compliance Officers may arrange and facilitate a meeting or a mediate between the Complainant and the Respondent to work out a mutual resolution between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officers or designee is directed will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is Parties who are dissatisfied with the results of the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party parties may request that the informal process be terminated at any time to move to the formal complaint process.

All materials generated as part of the informal complaint process will be retained by the Compliance Officers or designee in accordance with the Board's records retention policy. (See Policy 8310 and Policy 8320)

#### Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, if the student elects to file a formal complaint initially, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of an student, other member of the School District community, or Third Party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant A student who believes she/he has been subjected to offensive conduct/harassment hereinafter referred to as the "complainant", may file a formal complaint, either orally or in writing with a teacher, principal, or other District official employee at the student's school, the Compliance Officer, Superintendent, or other District official employee who works at another school or at the District level. Due to the sensitivity surrounding complaints of unlawful harassment, time lines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within sixty (60) days after the conduct occurs while the facts are known and potential witnesses are available. If a eComplainant informs a teacher, principal, or other District official employee at the student's school, the Compliance Officer, Superintendent, or other District official employee, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer or designee within two (2) business days.

Throughout the course of the process as described herein, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision making process.

All formal complaints must include the following information to the extent known it is available: the identity of the Respondent individual believed to have engaged in, or engaging in, offensive conduct/harassment; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); and a list of potential witnesses; and the resolution sought by the Complainant.

If the eComplainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, and the eComplainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Superintendent will determine whether the complaint contains an allegation of unlawful harassment. If the complaint does not contain an allegation of unlawful harassment, the matter shall be referred back to the immediate supervisor for appropriate disposition. If the complaint is found to contain an allegation of unlawful harassment, it shall be returned to the Compliance Officer who will proceed with the formal investigation of the complaint.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the eComplainant from further harassment or retaliation including but not limited to a change of class or schedule for the eComplainant and/or the Respondent alleged harasser, or possibly a change of school for either or both of the parties. In making such a determination, the Compliance Officer should consult the eComplainant to assess whether the individual agrees his/her agreement to any action deemed appropriate. If the eComplainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions deemed he deem appropriate in consultation with the Superintendent and/or Board Attorney.

Within three (3) business days of receiving a formal complaint, the Compliance Officer will inform the Respondent individual alleged to have engaged in the harassing conduct, hereinafter referred to as the "respondent", that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and a copy of any relevant policies

and/or these administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Within ~~two (2)~~ ~~five (5)~~ business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the ~~e~~Complainant has been subject to offensive conduct/harassment. ~~The~~A principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment within twenty (20) ~~calendar~~ days of receiving the formal complaint. The investigation will include:

- A. interviews with the ~~e~~Complainant;
- B. interviews with the ~~r~~Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other evidence presented by the ~~e~~Complainant, ~~r~~Respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the ~~Respondent engaged in unlawful harassment/retaliation of the Complainant~~ complainant has been subject to unlawful harassment. In determining if ~~discriminatory harassment or retaliation~~ discrimination occurred, a preponderance of evidence standard will be used. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within ~~five (5)~~ ~~twenty (20)~~ business days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a ~~written~~final decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the ~~e~~Complainant and the ~~r~~Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within ~~five (5)~~ ~~ten (10)~~ business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

A ~~e~~Complainant or ~~r~~Respondent who is dissatisfied with the final decision of the Superintendent may appeal to the Board by filing a written notice of appeal with the Superintendent within ~~five (5)~~ ~~fifteen (15)~~ business days of the date of the Superintendent's ~~final~~ decision.

**In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each party within ten (10) days of this meeting. The decision of the Board will be final.**

~~Upon receipt of a notice of appeal of the final decision of the Superintendent, the Board shall review the matter at its next regularly scheduled meeting, which is scheduled to occur at least ten (10) days after the Superintendent's receipt of the appeal notice, to review the matter. Following their review of the matter, the Board will affirm or reject the final decision of the Superintendent. The decision of the Board will be final.~~

~~If either the complainant or the respondent is not satisfied with the Superintendent's decision, either party will have an additional sixty (60) days to appeal the decision to the United States Department of Education Office of Civil Rights, Florida Commission on Human Relations, or the Equal Educational Opportunity Commission.~~

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or ~~t~~Third ~~p~~Party alleging the unlawful harassment pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

#### Privacy/Confidentiality

The School District will ~~employ~~**make** all reasonable efforts to protect the rights of the ~~e~~**Complainant**, and the ~~r~~**Respondent**, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. **All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law.** The School District will respect the privacy of the complainant, the respondent, and all witnesses in a manner consistent with the School District's legal obligations under State and Federal law. Confidentiality cannot be guaranteed however. Additionally, the Respondent must be provided the Complainant's identity. All complainants proceeding through the formal investigations process should be advised that their identities may be disclosed to the respondent.

During the course of a formal investigation, the Compliance Officer or ~~their~~**his/her** designee will instruct all members of the School District community and ~~t~~**Third p**Parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that **is learned or provided**~~s/he learns or that s/he provides~~ during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the *Family Educational Rights and Privacy Act* will be maintained in a manner consistent with the provisions of the Federal law.

#### Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment/**retaliation** by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

#### Retaliation

**Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.** Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

#### Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects **that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services.** If, during the course of a harassment

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investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the eComplainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the eComplainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officers or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

#### **Mandatory Reporting of Misconduct by Certificated Employees**

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141 – Mandatory Reporting of Misconduct ~~by Certified Employees~~.

#### **Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment in general will be age and content appropriate.

#### **Retention of Investigatory Records and Materials**

**The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:**

- A. all written reports/allegations/complaints/statements;**
- B. narratives of all verbal reports/allegations/complaints/statements;**
- C. a narrative of all actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;**
- D. any written documentation of actions taken by District personnel;**
- E. written witness statements;**
- F. narratives of, notes from, or audio, video, or digital recordings of witness statements;**
- G. all documentary evidence;**
- H. e-mails, texts, or social media posts pertaining to the investigation;**
- I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;**
- J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;**
- K. dated written determinations to the parties;**
- L. dated written descriptions of verbal notifications to the parties;**
- M. written documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates issued,**

and the dates the parties acknowledged receipt;

- N. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- O. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- P. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);
- Q. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and
- R. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

#### ~~Notification of Policy~~

~~Notification of this policy and the name of the District Equity Officer shall be made to the general public. Notice shall also be placed in the Employee Handbook and the Student Code of Conduct Book.~~

Effective 9/5/12

Revised 8/27/13

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|         |                        |
|---------|------------------------|
| Book    | Policy Manual          |
| Section | 7000 Property          |
| Title   | USAGE OF DISTRICT LOGO |
| Code    | po7500                 |
| Status  |                        |

#### NEW POLICY 7500 - USAGE OF DISTRICT LOGO

The District logo represents the Leon County School District. The superintendent will promulgate an administrative procedure to govern the usage of the District logo.



|         |                                                                                                                                                                                                                                                                                                                                            |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Book    | Policy Manual                                                                                                                                                                                                                                                                                                                              |
| Section | 9000 Community Relations                                                                                                                                                                                                                                                                                                                   |
| Title   | CHARTER SCHOOLS                                                                                                                                                                                                                                                                                                                            |
| Code    | po9800                                                                                                                                                                                                                                                                                                                                     |
| Status  |                                                                                                                                                                                                                                                                                                                                            |
| Legal   | <p>F.A.C. 6A-6.0784; 6A-6.0786; 6A-6.07862; 6A-6.0787</p> <p>F.S. 39.203, Ch. 120, 218.39, 218.391, 218.503, 286.23, 768.095, 1001.10</p> <p>F.S. 1001.41, 1002.31, 1002.33, 1002.3301, 1002.345, 1008.31, 1008.34, 1011.60, 1012.01</p> <p>F.S. 1012.315, 1012.32, 1013.12</p> <p>F.A.C. 6A-1.0081; 6A-1.099827; 6A-2.0020; 6A-6.0781</p> |
| Adopted | September 4, 2012                                                                                                                                                                                                                                                                                                                          |

## 9800 - CHARTER SCHOOLS

~~The School Board may authorize the establishment of charter schools in Leon County for the following purposes: to improve student learning and academic achievement; increase learning opportunities for all students, with special emphasis on low-performing students and reading; encourage the use of innovative learning methods; require the measurement of learning outcomes; and to increase educational choice options for students. A charter school may be formed by creating a new school or converting an existing public school to charter school status. Charter schools are fully recognized as public schools. Charter schools are fully recognized as public schools and are governed by this policy and F.S. 1002.33.~~

F.S. 1002.33 empowers the School Board with oversight responsibility for all charter schools situated within Leon County. The Board designates the Superintendent to receive and review all charter applications. The Superintendent shall recommend to the Board the approval or denial of each charter application and charter contract as required by State law. The Board shall have final authority, by majority vote, to approve or deny any application and charter contract.

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

~~If an application for a charter school is approved, the Board shall enter into a charter, a written contractual agreement that sets forth the terms and conditions for the operation of the charter school, with the charter school's governing board. The Board shall have sixty (60) days following approval of the application to provide an initial proposed charter contract to the applicant, and the Board and applicant shall subsequently utilize the negotiation process and timelines outlined in F.S. 1002.33, to negotiate the charter contract.~~

If approved, the initial charter shall be for a term of ~~four (4)~~ or five (5) years, excluding two (2) planning years. The Board may renew charters under the conditions and for terms as set forth in State law. In addition, a charter school that satisfied the requirements set forth in State law for designation as a high-performing charter school may receive a modification of its term to fifteen (15) years or a fifteen-year (15-year) charter renewal. The charter may be modified or renewed for a shorter term at the option of the high-performing charter school. A high performing charter school must continue to meet the eligibility criteria in State law to maintain its high performing status. If a high performing charter school receives a school grade or an audit that results in the school no longer meeting the eligibility criteria, the Commissioner of Education will remove the high performing designation and provide written notice to the school and sponsor.

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

Student academic achievement for all students is the most important factor when determining whether to renew or terminate a charter. Additionally, ~~the Board has the right to non-renew or terminate any charter only if the Board expressly finds that one (1) of the following grounds exists by clear and convincing evidence if the charter school:~~

- A. fails to participate in the State's education accountability system created in F.S. 1008.31, or fails to meet the requirement for student performance as specified in the charter;
- B. fails to meet generally accepted standards of fiscal management ~~due to deteriorating financial conditions or financial emergencies determined pursuant to F.S. 1002.345; and/or~~
- C. materially violates the law;
- D. ~~materially breaches the charter, as described in State law; and/or~~
- E. ~~for other good cause shown.~~

### Application Procedure

~~For charter schools to be opened at the beginning of the District's next school year, p~~ Potential applicants should send letters notifying the Board of their intent to submit an application to ~~open sponsor~~ a public charter school thirty (30) days prior to submitting the application ~~not later than July 1st~~. Such correspondence should be directed to the District Charter School Office. Failing to send the letter of intent will in no way negatively impact ~~an~~ a potential sponsor's application.

### Final Charter School Application

The ~~District Board~~ shall receive and consider charter school applications for charter schools to be opened at a time determined by the applicant. In addition, the Florida Charter School Review Commission, as authorized under F.S. 1002.3301, may solicit and review applications for charter schools to be located in this District. Within three (3) calendar days after an applicant submits an application for a charter school to the Commission for a charter school to be located in this District, the applicant must also provide a copy of the application to the District by submitting it to the Charter School Office. ~~submitted beginning June 1st and received no later than August 1st at 5:00 p.m. for charter schools to be opened at the beginning of the District's next school year or at a time agreed to by the applicant and the Board. If the submission deadline falls on a non-business day, the deadline shall be postponed to 5:00 p.m. on the next business day. Applications may be mailed or hand delivered but receipt by the Board must be on or before the deadline.~~

Within thirty (30) calendar days after receiving a copy of the application, the District may provide input to the Commission on a form prescribed by the Florida Department of Education (FLDOE). If the Commission approves the application, the Board shall enter into a charter contract with the approved charter school applicant and serve as the charter school's sponsor in accordance with state law, rules, this policy, and District procedures.

The following pertains to the submission of an **final** application:

- A. An individual, teachers, parents, a group of individuals, a municipality, or a legal entity organized under the laws of this State anticipating submission of an application are urged to contact the District Charter School Office for assistance prior to completion of an application.
- B. Charter school applicants must participate in training provided by the Florida Department of Education (FLDOE) ~~after approval of their before filing an application; but at least thirty (30) days prior to the first day of classes at the charter school unless they have participated in qualified training provided by the District.~~
- C. The Board and/or any of its designees shall not take unlawful reprisal against another Board employee because that employee is either directly or indirectly involved with a charter school application.
- D. Applicants must submit an application on FLDOE's Model Florida Charter School Application template and forms.
- E. The Board shall not charge any fees for processing or consideration of a **final** charter school application. The Board's approval of a charter shall not be predicated on the promise of any future pay of any kind.
- F. The applicant and Board may mutually agree, in writing, to extend the statutory timeline to consider the charter application. Such agreement shall detail the extension date or timeframe.

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

Applications shall be submitted to:

The Superintendent of Schools  
Charter School Office  
c/o The School Board of Leon County  
2757 West Pensacola Street  
Tallahassee, Florida 32304

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

### Application Contents

#### A. State Application Form

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

#### B. Statement of Assurances

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

1. The charter school will be nonsectarian in its programs, admission policies, employment practices, and operations.
2. The charter school will enroll any eligible student who submits a timely application, unless the school receives a greater number of applications than there are spaces for students, in which case students will be admitted through a random selection process.
3. The charter school will adhere to the antidiscrimination provisions of F.S. 1000.05.
4. The charter school will adhere to all applicable provision of State and Federal law relating to the education of students with disabilities, including the Individuals with Disabilities Education Act; Section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.
5. The charter school will adhere to all applicable provisions of Federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.
6. The charter school will participate in the Statewide assessment program created under F.S. 1008.22.
7. The charter school will comply with Florida statutes relating to public records and public meetings, including F.S. Chapter 119, and F.S. 286.011, which are applicable to applicants even prior to being granted a charter.
8. The charter school will obtain and keep current all necessary permits, licenses, and certifications related to fire, health, and safety within the building and on school property.
9. The charter school will provide for an annual financial audit in accordance with F.S. 218.39.
10. ~~The charter school will evaluate all teachers and school administrators using an evaluation system as prescribed by statute.~~

C. ~~The application must include all forms required by the FLDOE and additional information required by the Board.~~

#### D. Proposed Contracts for Services

Applicants anticipating a request for District services (i.e., transportation, payroll services, use of facilities, etc.) must include proposed contract for each language regarding these services desired in the application.

### Application Evaluation Process

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

- B. The Board shall evaluate all timely applications as submitted. During the evaluation process, 1) applications cannot be amended and 2) missing documentation and unsolicited information will not be accepted or considered. However, as required by law, the Board shall allow the applicant, upon receipt of written notification, seven (7) calendar days to make technical or nonsubstantive corrections and clarifications, including, but not limited to corrections of grammatical, typographical, and like errors or to add missing signatures, if such errors are identified as cause to deny the application.
- C. The Board shall deny any application that does not comply with the statutory requirements and/or Board's instructions for charter school applications.

D. Additional Information

1. The Board may solicit information regarding 1) history and background of individual applicants and/or founding/governing boards and its 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) the description of clearly delineated responsibilities and the policies and practices needed to effectively manage the charter school. A description of internal audit procedures and establishment of controls to ensure that the financial resources are properly managed must be included. This information may be used to evaluate the applicant's ability to operate a charter school.
2. The Board may solicit additional information during the review and evaluation of the charter school application such as 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.
3. The applicant may provide evidence of prior experience in establishing and operating public charter schools. Evidence of prior experience and success in establishing and operating charter schools shall be weighed in making a determination to recommend approval or denial of an application.

E. Application Review Committee (ARC)

The purpose of this committee is to identify deficiencies in the written application and/or areas that require clarification to fully evaluate the quality of the application or the capacity of the group to properly implement the proposed plan. ~~Prior to the application review, the committee shall participate in interviews with the charter school applicant. Only members of the charter school's founding board and the charter school's administrator (if named) may participate and only three representatives may participate. No management company representatives may attend the interview.~~

The ARC members shall be approved by the superintendent and shall be District level employees with expertise in areas addressed in the charter school application, and at least one school principal. Membership may also include a charter school principal from an existing charter school in Leon County and a community member.

~~A majority of the entire membership constitutes a quorum for voting purposes. The chair shall be a non voting member except in case of a tie vote.~~

Applicants shall be notified and given the opportunity to attend the review. The applicant will be encouraged to have at least one (1) governing board member present. ~~No management company representatives may attend the review.~~ The ARC may, at its sole discretion, evaluate the application without any additional input from the applicant if at least one (1) governing board member of the charter school is not available.

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

All applications will be submitted to the Board by the Superintendent with a recommendation for approval or denial no later than ~~ninetysixty~~ (690) calendar days after the application is received, unless the applicant and the Board mutually agree, in writing, to postpone the vote to a specific date, at which time the Board shall approve or deny the application.

An application submitted by a high-performing charter school that has satisfied the requirements set forth in State law for such designation ~~or a high-performing charter school system as set forth in F.S. 1002.332~~ may be denied by the Board only if the Superintendent demonstrates by clear and convincing evidence that the application failed to meet one (1) or more of the criteria set forth in F.S. 1002.33(6)(b)(3)(b):

1. The application of a high-performing charter school does not materially comply with the requirements set forth in F.S. 1002.33(3)(a) or, for a high-performing charter school system, the application does not materially comply with F.S. 1002.332(2)(b).
2. The charter school proposed in the application does not materially comply with the requirements in F.S. 1002.33(9).
3. The proposed charter school's educational program does not substantially replicate that of the applicant's high-performing charter school.
4. The applicant has made a material misrepresentation or false statement or concealed an essential or material fact during the application process.
5. The proposed charter school's educational program and financial management practices do not materially comply with the requirements of F.S. 1002.33.

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

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

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

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

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

If the Board denies an application submitted by a high-performing charter school or a high-performing charter school system, the Board shall, within ten (10) calendar days after such denial, state in writing the specific reasons, based upon the criteria in F.S. 1002.33 supporting its denial of the final application and must provide the letter of denial and supporting documentation to the applicant and to the Department. The applicant may appeal the Board's denial of the final application in accordance with F.S. 1002.33. If a high-performing charter school or a high-performing charter school system appeals the denial of an application, the State Board of Education shall determine whether the sponsor's denial was in accordance with F.S. 1002.33(b)3.b. ~~directly to the State Board of Education pursuant to F.S. 1002.33.~~

The sponsor shall act upon the decision of the State Board of Education within thirty (30) calendar days after it is received. The State Board of Education's decision is a final action subject to judicial review in the district court of appeal. A prevailing party may file an action with the Division of Administrative Hearings to recover reasonable attorney fees and costs incurred during the denial of the application and any appeals.

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

Before a vote on any proposed action to renew, terminate, other than an immediate termination under F.S. 1002.33(8)(c), or to not renew the charter and at least ninety (90) days before the end of the school year the Board shall notify the charter school's governing board in writing of its proposed action to renew, terminate, or not renew the charter. A charter automatically renews with the same terms and conditions if notification does not occur at least ninety (90) days before the end of the school year. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the charter school's governing board may, within fourteen (14) calendar days after receiving the notice, request a hearing. The hearing shall be conducted by an administrative law judge assigned by the Florida Division of Administrative Hearings. The hearing shall be conducted within ninety (90) days after receipt of the request for a hearing and in accordance with F.S. Chapter 120. The administrative law judge's final order shall be submitted to the Board. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the administrative proceeding and any appeals.

The charter school's governing board may, within thirty (30) calendar days after receiving the final order, appeal the decision pursuant to F.S. 120.68.

A charter may be terminated immediately if the Board sets forth in writing the particular facts and circumstances demonstrating that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists, that the immediate and serious danger is likely to continue, and that an immediate termination of the charter is necessary. The Board's determination is subject to the procedures set forth in F.S. 1002.33(8, b and c), except that the hearing may take place after the charter has been terminated. The Board shall notify in writing the charter school's governing board, the charter school principal, and FLDOE of the facts and circumstances supporting the immediate termination. The Board shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination, if applicable. Upon receiving written notice from the board, the charter school's governing board has ten (10) calendar days to request a hearing. A requested hearing must be expedited and the final order must be issued within sixty (60) days after the date of the request. The administrative law judge shall award reasonable attorney fees and costs to the prevailing party of any injunction, administrative proceeding, or appeal. The sponsor may seek an injunction in the circuit court in which the charter school is located to enjoin continued operation of the charter school if continued operation would materially threaten the health, safety, or welfare of the students.

#### **Charter School Obligations Upon Initial Notification of Nonrenewal, Closure, or Termination of a Charter**

Upon initial notification of nonrenewal, closure, or termination of its charter, a charter school may not expend more than \$10,000 per expenditure without prior written approval from the District unless such expenditure was included within the annual budget submitted to the District pursuant to the charter contract, is for reasonable attorney fees and costs during the pendency of any appeal, or is for reasonable fees and costs to conduct an independent audit.

An independent audit shall be completed within thirty (30) days after notice of nonrenewal, closure, or termination to account for all public funds and assets.

A provision in a charter contract that contains an acceleration clause requiring the expenditure of funds based upon closure or upon notification of nonrenewal or termination is void and unenforceable.

A charter school may not enter into a contract with an employee that exceeds the term of the school's charter contract with the District.

A violation of this section triggers a reversion or clawback power by the District allowing for the collection of an amount equal to or less than the accelerated amount that exceeds normal expenditures. The reversion or clawback plus legal fees and costs shall be levied against the person or entity receiving the accelerated amount.

#### **Charter Contract and Contract Negotiation Process**

The Board shall use, as the basis for all charters approved under this policy, a standard charter contract shall be consistent with this policy and approved by the superintendent to be used as the basis for all charters approved under this policy, developed by the District Charter School Office and the Board attorney. All contracts and contract amendments, as approved by the CRC, must be presented to the Board for approval. The charter contract must contain all information set forth in the Florida Standard Model Charter Contract Format (Form IEPC-M3) prescribed by the FLDOE.

##### **A. Initial Charter Contract**

1. Initial contract shall be for a term of ~~four (4)~~ or five (5) years unless a longer term is specifically required by law.
2. Before a recommendation regarding whether or not the Board should approve an initial contract, evidence of the following shall be provided:
  - a. Evidence of a proper legal structure (e.g., articles of incorporation, bylaws, municipal charter). The applicant shall be a not for profit organized pursuant to F.S. Chapter 617.
  - b. Except for virtual charter schools, actual locations and evidence that a facility has been secured for the term of the charter, or a deadline for submitting evidence that a facility has been secured. Evidence should include, but is not limited to:
    1. letter of intent from the landlord or mortgagee indicating property usage and term of occupancy;
    2. executed lease or certificate of occupancy; and/or
    3. use or occupational license indicating proper use.

All facilities must meet the requirements set forth in F.S.1002.33.

##### **B. Charter Contract Negotiations**

1. The Board shall have ~~thirtysixty~~ (630) days after approval of an application to provide an initial proposed charter contract to the charter school. The applicant and the Board shall have ~~fortyseventy five~~ (4075) days thereafter to negotiate and notice the charter contract for final approval by the Board unless both parties agree to an extension. The proposed charter contract shall be provided to the charter school at least seven (7) calendar days prior to the date of the meeting at which the charter is scheduled to be voted upon by the Board. The Department of Education shall provide mediation services for any dispute regarding this section subsequent to the approval of a charter application and for any dispute relating to the approved charter, except disputes regarding charter school application denials. If either the charter school or the sponsor indicates in writing that the party does not desire to settle any dispute arising under this section through mediation procedures offered by the Department of Education, a charter school may immediately appeal any formal or informal decision by the sponsor to an administrative law judge appointed by the Division of Administrative Hearings. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Florida Division of Administrative Hearings. The administrative law judge has final order authority to may rule on issues of equitable treatment of the charter school as a public school, whether proposed provisions of the charter violate the intended flexibility granted charter schools by statute, or on any other matter regarding this section except a charter school application denial, a charter termination, or a charter nonrenewal, and shall award the prevailing party reasonable attorney's fees and costs incurred during the mediation process, administrative proceeding, and any appeals; to be paid by the losing party. ~~The costs of the administrative hearing shall be paid by the party whom the administrative law judge rules against.~~
2. ~~The District Charter School Office and the Board attorney shall not negotiate any charter contract or amendment that significantly deviates from the standard charter school contract unless approved by the superintendent.~~

#### C. Request to Extend Negotiations/School Opening

1. The applicant and Board may mutually agree to extend the statutory timeline to negotiate and consider approval of the charter contract for a period not to exceed one (1) year from the approved opening date in the charter school application. Requests shall be submitted, ~~to the District Charter School Office,~~ in writing, ~~to the Charter School Office~~ by an authorized agent of the charter school, detailing the reason for the requested extension.
2. In the event that the statutory timeline to negotiate and enter into a charter contract is extended, the applicant shall update its charter school application prior to resuming negotiations with regard to: (1) updated budget; and (2) applicable application revisions necessitated by the delay.
3. The application shall be automatically rescinded, without further action by the Board, if the applicant does not enter into contract negotiations or open the school within: (1) the timeframe specified by law, or (2) the date of extension which has been mutually agreed upon in writing by both parties.
4. ~~A charter school may defer the opening of the school's operations for up to three (3) years to provide time for adequate facility planning. The charter school must provide written notice of such intent to the Board and the parents of enrolled students at least thirty (30) calendar days before the first day of school. Unless extended pursuant to this policy, an approved applicant shall open its charter school at the beginning of the Board's next school year following the approval of the charter school application or at the time agreed upon in writing by the applicant and the Board. At the written request of the applicant and at the Board's sole discretion, the Board may allow an applicant with an approved charter school application to defer the opening of its charter school for one (1) school year following the opening date specified in the approved approval of its charter school application. In the event that the opening of the approved applicant's charter school is deferred, the applicant shall update its charter school application prior to the opening of the charter school with regard to: (1) updated budget; and (2) applicable application revisions.~~
5. An approved contract shall be automatically revoked, without further action by the Board, if the applicant does not open the school:
  - a. on the first day of school of the initial school year indicated in the contract, or
  - b. on the first day of the school year indicated in the approved deferral.

#### D. Charter Contract Amendments/Modifications

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1. A charter may be modified during its ~~initial term or any renewal~~ term upon the recommendation of the Board or the charter school's governing board and the approval of both parties to the agreement. Changes to the curriculum which are consistent with State standards shall be deemed approved unless the sponsor and the Department of Education determine in writing that the curriculum is inconsistent with State standards. All modifications must be mutual and in writing. Unilateral modification made by the charter school is grounds for termination or non-renewal. Modification during any term may include, but is not limited to, consolidation of multiple charters into a single charter if the charters are operated under the same governing board, regardless of the renewal cycle. A charter school that is not subject to a school improvement plan and that closes as part of a consolidation shall be reported by the District as a consolidation. A request for consolidation of multiple charters must be approved or denied within sixty (60) days after the submission of the request. If the request is denied, the Board shall notify the charter school's governing board of the denial and provide the specific reasons, in reasonable detail, for the denial of the request for consolidation within ten (10) days.
2. Modifications may be considered by the Board for a number of reasons, which may include, but are not limited to, protecting the health, safety, or welfare of the students.
3. All contract amendment requests shall be submitted in writing to the Charter School Office Operations by an authorized agent of the charter school. Additional information or documentation may be requested for consideration of any amendment requests.
4. The charter school shall provide evidence of governing board approval for all proposed amendments (e.g., governing board resolution, governing board meeting minutes).
5. Requirements for Amendment Requests

a. Education Program Amendments

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

1. justification for change
2. effective date of the change
3. evidence that financial implications, feasibility, and student access issues have been addressed, including provisions for all required resources, staff, and materials
4. evidence of parental support

A high-performing charter school that has met the requirements set forth in State law for such designation shall notify the ~~Board sponsor~~ of any increase in enrollment by March 1st of the school year preceding the increase. The written notice shall specify the grade levels that will be added. Student enrollment may not exceed the capacity of the facility at the time the enrollment increase will take effect. Facility capacity for purposes of expansion shall include any improvements to an existing facility in which the students of the high-performing charter school will enroll. If a charter school notifies the District of its intent to expand, the District shall modify the charter within ninety (90) days to include the new enrollment maximum and may not make any other changes. The District may deny a request to increase the enrollment of a high-performing charter school if the Commissioner of Education has declassified the charter school as high-performing. If a high-performing charter school requests to consolidate multiple charters, the District shall have forty (40) days after receipt of that request to provide an initial draft charter to the charter school. The District and charter school shall have fifty (50) days thereafter to negotiate and notice the charter contract for final approval by the District.

b. Location Amendments

1. Changes in locations or addition of location (i.e., relocation, secondary campus, satellite locations) shall include the following information and supporting documentation:
  - a. description of location, including identification as permanent or temporary

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If the relocation will be temporary, the request shall include the period of time during which the school will be at the temporary location.

- b. effective date of the relocation
  - c. evidence that financial implications, feasibility, and student access issues have been addressed
  - d. evidence of parental support for the new facility
  - e. evidence of the school's property interest in the facility (owner or lessee)
  - f. a disclosure affidavit in accordance with F.S. 286.23, if the school leases the facility
2. Nothing in this policy or State law obligates the Board to agree to an increase in the number of facilities, campuses, and/or locations associated with a charter school's operations.
  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.
  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.
  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. A certificate of occupancy or a temporary certificate of occupancy must be provided to the Board no later than fifteen (15) calendar days before the first day of school.

c. Enrollment Capacity Amendments

Changes to enrollment capacity shall include the following information and supporting documentation:

1. justification for change
2. effective date of the change
3. evidence of proper facility approvals and/or allowable facility capacity
4. evidence that financial implications, feasibility, and student access issues have been addressed
5. evidence of parental support

A high-performing charter school that has met the requirements set forth in State law for such designation shall be required to notify the Board in writing by March 1st of its intent to increase enrollment the following school year. The written notice shall specify the amount of the enrollment increase. The District shall not require a charter school to identify the names of students to be enrolled or to enroll those students before the start of the school year as a condition of approval or renewal of a charter.

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

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

At least ninety (90) days prior to renewing or terminating a charter, the Board shall notify the charter school's governing board in writing of its proposed action. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the charter school's governing board may, within fourteen (14) calendar days after receiving the notice,

request a hearing. The hearing shall be conducted at the Board's election by:

- A. the Board within sixty (60) days after the request for a hearing. The hearing shall be conducted in accordance with F.S. 120.569 and 120.57. The Board shall decide the matter by majority vote. The outcome of the Board's vote shall be issued as a final order, and recorded as such; or
- B. an administrative law judge assigned by the Florida Division of Administrative Hearings. The hearing shall be conducted within sixty (60) days after receipt of the request for a hearing and in accordance with F.S. Chapter 120. The administrative law judge's recommended order shall be submitted to the Board. A majority vote by the Board shall be required to adopt or modify the administrative law judge's recommended order. The outcome of the Board's vote shall be issued as a final order, and recorded as such.

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

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

## Controlled Open Enrollment

If a charter school in the District chooses to offer controlled open enrollment, the charter school shall comply with all Florida controlled open enrollment laws (F.S. 1002.31).

## Pre-Opening Requirements

No later than thirty (30) days prior to the initial use of the facility by the school or at a date specified in the charter, the 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 may result in automatic rescission of the contract, with no further action by the Board. A certificate of occupancy or a temporary certificate of occupancy must be provided to the Board no later than fifteen (15) calendar days before the first day of school.

## School Governance/Management

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

### B. Charter School's Governing Board Requirements

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

As required by State law, each charter school's governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. Furthermore, this representative must reside in the District in which the charter school is located. The individual serving as the parental involvement representative must reside in the District and may be a governing board member, charter school employee, or an individual with whom the charter school contracts to represent the board in this capacity. If the governing board oversees more than one charter school in the District, a representative to facilitate parental involvement shall be appointed for each school. The name and contact information for the representative must be provided in writing to parents of

children enrolled in the charter school at least annually and must also be prominently posted on the charter school's website. Governing board members are not required to reside in the District if the charter school otherwise complies with the terms of this paragraph.

The charter school's governing board shall hold at least two (2) public meetings per school year in the District. The meetings must be noticed, open, and accessible to the public and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative to facilitate parental involvement and the principal or director or ~~their~~ <sup>his/her</sup> equivalent must be physically present at each meeting. Members of the governing board or any member of a committee formed or designated by the governing board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under F.S. Chapter 120.

2. Governing board members must:

- a. notify the Board of changes in membership within forty-eight (48) hours of change; and
- b. successfully fulfill a background check by the Board, as specified by law upon appointment to the governing board.

Costs of background screening shall not be borne by the charter school.

3. Governing board members must develop and approve by-laws that govern the operations of the board and the charter school prior to execution of the charter contract and annually consult with charter school staff to refine overall policy decision-making of the charter school as it regarding curriculum, financial management, and internal controls.
4. Governing board members and their spouses are prohibited by State law from serving as ~~must not be~~ an employee of the charter school or receive compensation, directly or indirectly, from the charter school's operations, including but not limited to: grant funds; lease/mortgage payments; or contracted service fees.
5. Governing board members must participate in FLDOE sponsored charter school governance training to ensure that each board member is aware of ~~their~~ <sup>his/her</sup> duties and responsibilities, pursuant to State Board Rule F.A.C. 6A-6.0784:

- a. Each governing board member must complete a minimum of four (4) hours of instruction focusing on Government in the Sunshine, conflicts of interest, ethics, and financial responsibility as specified in F.S. 1002.33(9)(k). After the initial four (4) hour training, each member is required, within the subsequent three (3) years and for each three (3) year period after that to complete a two (2) hour refresher training on the four (4) topics above in order to retain ~~their~~ <sup>his/her</sup> position on the charter school board. Any member who fails to obtain the two (2) hour refresher training within any three (3) year period must take the four (4) hours of instruction again in order to remain eligible as a charter school board member.
- b. New members joining a charter school board must complete the four (4) hour training with ninety (90) days of appointment to the board.

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

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

- a. The Board and the charter school agree that the existence and the details of a dispute notwithstanding, both parties shall continue without delay their performance under the charter contract, except for any performance, which may be directly affected by such dispute.
- b. Either party shall notify the other party that a dispute exists between them. The notification shall be in writing and shall identify the article and section of the contract that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the Board and the charter school's director for further consideration and discussion to attempt to resolve the dispute.

- c. Should the representatives named in paragraph b above be unable to resolve the dispute within ten (10) days of receipt of written notification by one to the other of the existence of such dispute, then the matter may be submitted by either party to the Superintendent and to the school's governing board chair for further consideration and discussion to attempt to resolve the dispute.
- d. Should the parties still be unable to resolve their dispute within thirty (30) days of the date of receipt of written notification by one to the other of the existence of such dispute, then either party may proceed with utilizing the dispute resolution procedures set forth in F.S. 1002.33.

#### 7. Conflict Resolution (Charter School versus Parents/Legal Guardians, Employees, and Vendors)

- a. All conflicts between the charter school and the parents/legal guardians of the students enrolled at the charter school shall be handled by the charter school or its governing board. The procedures for handling such conflicts must be set forth in the charter.
- b. Evidence of each parent's acknowledgement of the charter school's Parent Conflict Resolution Process shall be available for review upon request by the Board.
- c. All conflicts between the charter school and the employees of the charter school shall be handled by the charter school or its governing board.
- d. All conflicts between the charter school and vendors of the charter school shall be handled by the charter school or its governing board.
- e. The Board shall be provided with the name and contact information of the parties involved in the charter school's conflict resolution process. The Board shall be notified immediately of any change in the contact information.

#### C. Management Companies

- 1. If a management company or a combination of contracted professionals will be managing the charter school, the contract(s) between the charter school and company(ies) shall be submitted to the Board for review prior to the approval of the charter school's contract. If a decision to hire any of these entities occurs subsequent to the execution of the charter contract or amendment, the contract(s) between the charter school and company(ies) shall be submitted to the Board at least ten (10) days before any payment is made to any of the entities.
- 2. Any proposed amendments to the contract with the management company shall be submitted to the Board for approval prior to execution of that amended contract with the management company by the charter school. A copy of all executed contracts must be provided to the Board within the timeframe provided by the charter contract.
- 3. All management company contracts with the charter school must make it clear that the charter governing body shall retain and exercise continuing oversight over all charter school operations and must contain provisions specifying the ability for the charter school to terminate the contract and must comply with terms as stated in the charter contract between the charter school and the Board. Any default or breach of the terms of the charter contract by the management company(ies) shall constitute a default or breach of the charter contract by the charter school.
- 4. Neither employees of the management company nor "relatives" of the management company's employees as defined in F.S. 1002.33 shall serve on the charter school's governing board or serve as officers of the charter school Corporation.

#### D. Voluntary Closure of Charter Schools

A charter may be terminated by a charter school's governing board through voluntary closure. The decision to cease operations must be determined at a public meeting. The governing board shall notify the parents and Board of the public meeting in writing before the public meeting. The governing board must notify the Board, parents of enrolled students, and FLDOE in writing within twenty-four (24) hours after the public meeting of its determination. The notice shall state the charter school's intent to continue operations or the reason for the closure and acknowledge that the governing board agrees to follow the procedures for dissolution and reversion of public funds pursuant to Florida law.

#### Employees of Charter Schools

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A charter school shall employ or contract with employees who have undergone background screening ~~conducted by the Board~~, as provided in F.S. 1012.32. Members of the governing board of the charter school shall also undergo background screening ~~conducted by the Board~~ in a manner similar to that provided in F.S. 1012.32 upon appointment to the governing board. ~~The charter school shall be responsible for all expenses involved in background screening and shall provide the superintendent with the name of the charter school employee who shall be responsible for receiving background screening results from the Board.~~

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

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

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

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

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

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

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

### School Operations

- A. The Board shall not impose any policies or practices to limit charter school enrollment operations, except as may be permitted in accordance with State law. The Board may not impose additional reporting requirements on a charter school as long as the charter school has not been identified as having a deteriorating financial condition or financial emergency under F.S. 1002.345.
- B. The Board may document, in writing, any discrepancies or deficiencies-- whether fiscal, educational, or related to school climate--and the steps and timelines for correction and additional monitoring. At a minimum, copies will be provided to the charter school's governing board chair, charter school principal and appropriate Board staff.
- C. The charter school shall obtain the appropriate facility capacity approvals from the jurisdictional authority where the facility is located (i.e., county, municipality, or both). The Board, at its discretion, may accept a letter from the architect of record specifying the capacity if the capacity is not provided by the facility's jurisdictional authority. The Board may withhold monthly payments for FTE that exceed capacity specified by the charter contract or approved facility capacity.

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D. The charter school's calendar will be consistent with the beginning of the Board's calendar for the first school year or at a time determined by the charter school governing board. The charter school ~~and~~ must provide instruction for at least the ~~minimum~~ number of days and minutes required by law for other public schools and may provide instruction for additional days. Should the charter school elect to provide a summer program, additional school days, or year-round school, the charter school shall notify the Board, in writing, each year to ensure appropriate record keeping.

E. Student Code of Conduct, Student Handbooks, Parent Contracts, and Application of Board Policies

1. The charter school may follow the Board's Student Code of Conduct or an alternate code of conduct approved by the Board. The charter school shall provide the Board with a copy of an approved alternate student code of conduct annually. Any amendments must be approved by the Board prior to implementation. Evidence of governing board approval is required for amendments.
2. Only the Board may expel a student.
3. Any student/parent handbooks and parent contracts shall also be submitted to the Board for approval prior to implementation. Any amendments must be approved by the Board, prior to implementation. Evidence of governing board approval is required for amendments.
4. Violations of parent contracts shall not result in involuntary withdrawal of a student in the same school year of the violations. Violations of the parent contract may result in the student not being re-enrolled or loss of enrollment preference for the following school year.
5. The charter school ~~may be required to provide~~ ~~shall document~~ proof of parent/guardian's receipt of student code of conduct, handbook, or parent contract.
6. The Board shall monitor adherence to the educational and related programs as specified in the approved application, charter, curriculum, instructional methods, any distinctive instructional techniques to be used, reading programs and specialized instruction for students who are reading below grade level, compliance with State standards, assessment accountability, and achievement of long- and short-term goals. An analysis comparing the charter school's standardized test scores to those of similar student populations attending other public schools in the District will also be conducted.
  - a. In the event a charter school earns a grade of D or F in the grading system set forth in State law, the director and a representative of the governing board of the charter school shall appear before the Board to present information concerning each contract component having noted deficiencies and shall prepare and submit to the Board for approval a proposed School Improvement Plan to raise student achievement. The proposed School Improvement Plan must meet the requirements set forth in State law. The charter school shall implement the proposed School Improvement Plan once approved by the Board.
  - b. If a charter school earns three (3) consecutive grades of D, two (2) consecutive grades below a C, the charter school governing board shall take corrective action as set forth in F.S. 1002.33. The corrective action must be implemented in the school year following receipt of a third consecutive grade of D, a grade of F following two (2) consecutive grades below a C. If the charter school does not improve to a C or higher after two (2) full school years of implementing the corrective action, the charter school must select and implement a different corrective action in accordance with F.S. 1002.33. If the charter school does improve to a C or higher, it is no longer required to implement the corrective action; however, the charter school must continue to implement strategies identified in the School Improvement Plan.
  - c. Upon publication by the FLDOE of the list of charter schools that meet the criteria set forth in paragraphs 1.2.a. and b. above, the Board shall notify, in writing, each charter school in the District that appears on the list that it is required to submit a School Improvement Plan and to appear before the Board. Pursuant to State Board rule, such notification may be delivered electronically, provided there is proof of receipt.

The notification shall include the following:

1. The date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school governing board shall appear before the Board. For purposes of this requirement, director shall mean charter school director, principal, chief executive officer, or other management personnel with similar authority. The appearance shall be no earlier than thirty (30) calendar days and no later than ninety (90) calendar days after the Board's notification is received by the charter school.
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 days after notification from the Board.

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3. Whether the charter school is required to select a corrective action.
  - 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.
    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.
    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.
  - e. As required by State law, the Board will review the School Improvement Plan annually to monitor the charter school's continued improvement.
    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.
    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.
    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. A charter school's contract shall be automatically terminated if the school earns two (2) consecutive grades of F after all school grade appeals are final, unless one of the exceptions set forth in State law is applicable. If no exceptions apply, the Board will notify the charter school's governing board, the charter school principal, and FLDOE in writing when the charter contract is terminated under this subparagraph.
  - 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.
- F. ~~The process for charter school student transfers can be found in Policy 5131.~~
- G. ~~Transportation and food services are the responsibility of the charter school. These services must be provided according to District, State, and Federal laws, rules, and regulations.~~
- H. ~~If a charter school will be leasing or subleasing a facility, the contract(s) between the charter school and landlord or sub lessor shall be submitted to the Board for review and approval. Any amendments to the lease shall be submitted to the Board for review prior to execution, by the charter school. A copy of all executed contracts must be provided to the Board within the timeframe provided by the charter contract. Any default or breach of the terms of the charter contract by the lessor/sub lessor may constitute a default or breach of the charter contract by the charter school.~~
- I. ~~The Board will be responsible for monitoring academic accountability of all approved charter schools. This shall be completed through the following:~~
5. ~~The Superintendent shall have ongoing responsibility for monitoring all approved charter schools with regard to the charter school's progress towards achieving the goals established in the charter. The Superintendent shall have access to the charter school at all times.~~
  6. ~~The Board shall monitor adherence to the educational and related programs as specified in the approved application, charter, curriculum, instructional methods, any distinctive instructional techniques to be used, reading programs and specialized instruction for students who are reading below grade level, compliance with State standards, assessment accountability, and achievement of long and short term goals. An analysis comparing the charter school's standardized test scores to those of similar student populations attending other public schools in the District will also be conducted.~~
  7. The charter school shall make annual progress reports to the Board.
  8. 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 funds under Part B of the IDEIA to Board-approved charter schools on the same basis as the School District provides funds to the Board's other public schools.
  - b. ESE students will be educated in the least restrictive environment. The charter school shall ensure that ESE students are provided with programs and services implemented in accordance with Federal, State, and local policies and procedures and specifically, the IDEIA, Section 504 of the Rehabilitation Act of 1973, and other related statutes and State Board of Education rules. If an IEP team determines that the charter school cannot meet the needs of an ESE student, the charter school and the Board agree to provide the ESE student with the appropriate placement as determined by the IEP team in accordance with State and Federal law.
  - c. The Board shall provide ESE administration services to charter schools which shall be set forth in more detail in the charter.
  - d. With respect to the provision of special education and related services, the charter shall set forth the specific roles and responsibilities of the charter school and the Board with respect to exceptional student education.
  - e. Non-compliance may result in the Board's withholding of subsequent payments to the charter school without penalty of interest (including State capital payments), and may result in non-renewal or termination for good cause.
9. English Language Learners (ELL) -- Students who are of limited proficiency in English will be served by ESOL certified personnel. The charter school shall demonstrate an understanding of State and Federal requirements regarding the education of English language learners, be committed to serving the full range of needs of ELL students, create and implement sound plans for educating ELL students that reflect the full range of programs and services required to provide all students with a high-quality education, and demonstrate capacity to meet the school's obligations under State and Federal law regarding the education of ELL students.
10. The Board may, in accordance with State law, require all charter schools to submit to the Board a school improvement plan to maintain or raise student academic achievement within the timelines specified by the Board and the FLDOE.
- ~~J. The Board shall be responsible for monitoring the financial management of the charter school. The Board and the charter school shall have the following responsibilities in the area of financial accountability:~~
- ~~1. In order to provide comparable financial information to that reported for other public schools, charter schools shall maintain all financial records in accordance with the accounts and codes prescribed in the most recent issuance of the publication titled, *Financial and Program Cost Accounting and Reporting for Florida Schools*. Charter school governing boards shall also annually adopt and maintain an operating budget as required by F.S. 1002.33(9)(h). Charter schools shall provide annual financial reports and program cost report information by the deadlines specified in the charter contract, in the State required formats for inclusion in the Board's reporting in compliance with F.S. 1011.60(1) and 1002.33(9)(g). The financial statements are to be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting, regardless of corporate structure (F.S. 1002.33(9)(g)). The annual financial audit must be in the State-required format.~~
- ~~At the discretion of the charter school's governing board, a charter school may elect to follow generally accepted accounting standards for not for profit organizations, but must reformat this information for reporting according to the requirement set forth in the paragraph above.~~
- ~~High performing charter schools are required to submit financial statements in accordance with and within the timeframes stated in F.S. 1002.33.~~
- ~~2. First year charter schools may be required to provide the Board any of the following, which may be in addition to information otherwise required by law:~~

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- a. ~~A sensitivity analysis and financial plan based on enrollment of fifty percent (50%), seventy five percent (75%), and 100% of projected capacity.~~
  - b. ~~Cash flow projections for the first year, displayed by month, and a plan to fund any cash flow shortfalls, updated monthly.~~
  - c. ~~Contingency plans to replace any loss of State funds for both operation and capital expenditures.~~
  - d. ~~Within forty five (45) days of month end, reconciliations of all bank accounts, which must include a copy of the entire bank statement of each account, must be attached to the bank reconciliation.~~
3. ~~Title I: A charter school that is eligible to receive Title I funds shall submit an approved Title I School wide Plan within three (3) months of becoming a designated Title I school. Failure to submit an approved plan may result in withholding of Title I funds.~~

#### K. Financial Accountability

1. Financial Policies: The charter school shall establish and implement accounting and reporting policies, procedures, and practices for maintaining complete records of all receipts and expenditures. The charter school shall provide a copy of these policies to the Board annually.
2. Payments to charter schools by Board
  - a. The Board shall make timely and efficient payment and reimbursement to charter schools, including processing paperwork required to access special State and Federal funding for which they may be eligible, including the timely review and reimbursement of Federal grant funds. Payments of funds as described in F.S. 1002.33(17)(b) shall be made monthly or twice a month, beginning with the start of the Board's fiscal year. Each payment shall be 1/12 or 1/24, as applicable, of the total State and local funds described in F.S. 1002.33(17)(b) as adjusted. For the first two (2) years of the charter school's operation, if a minimum of seventy-five percent (75%) of the projected enrollment is entered into the Board's student information system by the first day of the current month, the Board shall distribute funds to the charter school for the months of July through October based on the projected full-time equivalent student membership of the charter school as submitted in the approved application. If less than seventy-five percent (75%) of the projected enrollment is entered in the Board's student information system by the first day of the current month, the Board shall base payments on the actual number of student enrollment entered into the sponsor's student information system. ~~The Board may distribute funds to a charter school for up to three (3) months based on the projected full time equivalent student membership of the charter school.~~ Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year. The payment shall be issued no later than ten (10) working days after the Board receives a distribution of State or Federal funds or the date the payment is due pursuant to F.S. 1002.33(17)(e). With respect to Federal grant funds submitted for reimbursement, the Board shall reimburse the charter school within sixty (60) calendar days from the date of the submission if the submission provides all the necessary information to qualify for reimbursement.

Timing of receipt of local funds by the Board shall not delay payment to the charter school of the funds identified in F.S. 1002.33(17)(b). If the Board has not received its allocation due to its failure to submit an approved District salary distribution plan, the Board must still provide each charter school within the District that has submitted a salary distribution plan its proportionate share of the allocation.

  - b. Capital Outlay Payments – The Board shall make payments to the school upon receipt of all required supporting documentation as referenced in the section 8.h – Capital Outlay Payment Process. Charter schools must be located in the State of Florida to be eligible for public educational capital outlay (PECO) funds.
  - c. Miscellaneous Payments – The Board shall make timely miscellaneous payments to the charter school upon receipt of funding from the FLDOE for various programs including Title I and MAP. The Board's payment is subject to the charter school's fulfillment of its responsibilities under the applicable State and Federal laws.

Unless otherwise mutually agreed to by the charter school and the District, and consistent with State and Federal rules and regulations governing the use and disbursement of Federal funds, the District

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shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for Federal funds available to the District for the benefit of the charter school, the charter school's students, and the charter school's students as public school students in the District. Such Federal funds include, but are not limited to, Title I, Title II, and Individuals with Disabilities Education Act (IDEA) funds. To receive timely reimbursement for an invoice, the charter school must submit the invoice to the District at least thirty (30) days before the monthly date of reimbursement set by the District. In order to be reimbursed, any expenditure made by the charter school must comply with all applicable State rules and Federal regulations, including, but not limited to, the applicable Federal Office of Management and Budget Circulars, the Federal Education Department General Administrative Regulations, and program-specific statutes, rules, and regulations. Such funds may not be made available to the charter school until a plan is submitted to the District for approval of the use of the funds in accordance with applicable Federal requirements. The District has thirty (30) days to review and approve any plan submitted pursuant to this paragraph.

- d. Conditions for Non-payment – The Board may withhold payment, without penalty of interest, for violation of law or as specified in the charter school contractual agreement. This includes, but is not limited to: failure to comply with financial requirements, failure to provide proper banking wiring instructions, exceeding contracted enrollment capacity, and failure to submit a timely annual audit. ~~or allowable facility capacity, insufficient instructional minutes and/or days, inappropriate facility licenses, approvals and/or permits, and failure to obtain successful background clearance for potential employees, contractors, and/or governing board members.~~
  1. **Selection Procedures** -- Charter schools shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit pursuant to the processes described in F.S. 218.39 and 218.391, which includes, but is not limited to: the establishment of an audit committee and request for proposal (RFP) for audit services, public advertisement of RFP, and development of evaluation and selection criteria.
  2. **Requirements** -- Pursuant to F.S. 218.391, the procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. An engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:
    - a. a provision specifying the services to be provided and fees or other compensation for such services
    - b. a provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract
    - c. a provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed
- e. Failure to comply with the timely submission of all financial statements in the required format specified by the Board, shall constitute a material breach of the charter contract and may result in the Board's withholding of subsequent payments to the charter school without penalty of interest, (including state capital payments), and may result in non-renewal or termination for good cause.
- f. **Financial Reports:** The charter school shall provide to the Board all required financial statements including a Balance Sheet and a Statement of Revenues, Expenditures and Changes in Fund Balances monthly. These reports must be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting. A high performing charter school that has satisfied the requirements set forth in State law for such designation may provide quarterly financial statements.
- g. **Annual Financial Statements**
  - a. ~~Unaudited June 30th year end financial statements shall be submitted to the Board within the timelines specified by the charter contract. These financial statements must be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting.~~
  - b. **Annual Financial Audit** — The charter school agrees to submit to and pay for an annual financial audit, in compliance with Federal, State and Board regulations, showing all revenue received, from all sources, and all expenditures for services rendered. The audit shall be conducted by an independent certified public accountant or auditor selected by the governing board of the charter school, and shall be delivered to the Board in compliance with the charter contract. If the charter school's audit reveals a deficit financial position, the auditors are required to notify the charter school's governing board, the Board and the FLDOE in the manner defined in the charter contract. No later than May 1st of each year, the charter school must formally notify the Board of the name, address, and phone number of the auditor engaged to perform the year end audit.

1. ~~Selection Procedures~~ — Charter schools shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit pursuant to the processes described in F.S. 218.39 and 218.391, which includes, but is not limited to: the establishment of an audit committee and request for proposal (RFP) for audit services, public advertisement of RFP, and development of evaluation and selection criteria.
2. ~~Requirements~~ — Pursuant to F.S. 218.391, the procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. An engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:
  - a. ~~a provision specifying the services to be provided and fees or other compensation for such services~~
  - b. ~~a provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract~~
  - c. ~~a provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed~~
- c. ~~Failure to comply with the timely submission of all financial statements in the required format specified by the Board, shall constitute a material breach of the charter contract and may result in the Board's withholding of subsequent payments to the charter school without penalty of interest, (including State capital payments), and may result in non-renewal or termination for good cause.~~

### 3. Capital Outlay Funding

Pursuant to F.S. 1013.62(54), the application for, approval of, and process for documenting expenditures from charter school capital outlay funds shall be in accordance with the procedures specified by the Commissioner of Education.

Before receiving capital outlay funds the charter school governing board must enter into a written agreement with the Board. Such agreement must provide for the reversion of any unencumbered funds and all equipment and property purchased with public education funds to the ownership of the Board, as provided for in F.S. 1013.62(43), if the charter school terminates operations. Any funds recovered by the State shall be deposited in the General Revenue Fund.

As required by State law, the Board shall remit capital outlay funds to a charter school no later than February 1st of each year, as required by F.S. 1002.32(3)(e), based on the amount of funds received by the Board, within ten (10) business days of the receipt of said funds.

### 4. Review and Audit

- a. The Board has the right at any time to review and audit all financial records of the charter school to ensure fiscal accountability and sound financial management pursuant to F.S. 1002.33. The charter school shall provide the Board with a copy of the management letter from any audits as well as any responses to the auditor's findings with a corrective plan that shall be prepared and submitted within thirty (30) days from the date of the management letter.

#### b. Deteriorating Financial Condition and Financial Emergencies (F.S. 1002.345)

1. Deteriorating Financial Condition – "Deteriorating financial condition" means a circumstance that significantly impairs the ability of a charter school or a charter technical career center to generate enough revenues to meet its expenditures without causing the occurrence of a condition described in F.S. 218.503(1).

- a. A charter school shall be subject to an expedited review by the Board upon the occurrence of any of the conditions specified in F.S. 1002.345(1)(a)(1)-(4).

- b. The Board shall notify the governing board within seven (7) business days after one or more of the conditions set forth in F.S. 1002.345(1)(a)(1)-(4) are 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.
  - 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.
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.
  3. Annual progress of the corrective action plans and/or financial recovery plans shall be included in an annual progress report to the Board.
  4. The Board may require periodic appearances of governing board members and charter school representative.
- 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.
    1. The FRSG shall be composed of staff members from Financial Operations, Charter School Operations, and, when appropriate, the Office of Management and Compliance Audits.
    2. The Chief Auditor will present the FRSG's recommendation to the Board's independent Audit Committee for review and recommendation to the Board.
    3. Inability to cure a deteriorating financial condition and/or status of financial emergency may result in termination of the charter school contract.
5. Grants
- 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.
  - 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.
  - 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.
6. Health, Safety, and Welfare of Staff and Students ~~The charter school is responsible for implementing policies and procedures to provide for the 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.

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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.

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

#### G. Charter School Website

Each charter school shall maintain a website that enables the public to obtain information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; any management companies, service providers, or education management corporations associated with the school; the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to F.S. 1008.34; and, on a quarterly basis, the minutes of governing board meetings.

#### H. Resolution of Student Health, Safety, or Welfare Complaints

In the event a parent of a student in a District charter school is unable to resolve a student health, safety, or welfare complaint under F.S. 1001.42(8)(c) with the charter school's principal or designee, the following procedures shall be utilized to resolve the dispute:

1. The Superintendent will obtain a copy of the parent's complaint from the charter school and all supporting documentation.
2. The Superintendent will communicate with the parent and charter school principal or designee within twenty-one (21) days of obtaining the information in paragraph 1 in an attempt to resolve the complaint. The Superintendent may also choose to meet collectively with the parent or charter school principal or designee.
3. If the parent's complaint is not resolved after the communications identified in paragraph 2, and no later than thirty (30) days from receipt of the parent's complaint, the District will provide the parent with a notice containing a written statement(s) of the reason(s) for not resolving the complaint.

The General Counsel shall be responsible for responding to inquiries from the FLDOE regarding a request for an appointment of a Special Magistrate for charter school student complaints.

Within five (5) days of receipt of notice that a parent has requested the appointment of a Special Magistrate pursuant to F.A.C. 6A-6.0791, the District will provide to the FLDOE a statement addressing whether any of the grounds for dismissal as described in F.A.C. 6A-6.0791(7)(b) apply to the parental request for appointment of a Special Magistrate.

Additionally, the District will expeditiously contract for payment of a Special Magistrate appointed by the Commissioner of Education and notify the FLDOE within no more than twenty (20) days after receiving notice of the appointment of a Special Magistrate that an agreement has been reached for payment with the appointed Special Magistrate.

All costs incurred by the District for revising and responding to a parent complaint under this section is a service provided by the District to the charter school. The charter school shall be responsible for the District's actual costs unless a different amount is mutually agreed to by the District and charter school in a contract negotiated separately from the charter.

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## Board Annual Report Submission

The Board shall submit an annual report to the FLDOE in a web-based format to be determined by the FLDOE. The report shall include the:

- A. number of applications received during the school year and up to August 1st and each applicant's contact information;
- B. date each application was approved, denied, or withdrawn; and
- C. date each final contract was executed.

Each year, by November 1, the Board shall submit to the FLDOE the information set forth in A through C for the previous year.

## Facilities

No later than January 1st, the FLDOE shall annually provide to the District a list of all underused, vacant, or surplus facilities owned or operated by the District as reported in the Florida Inventory of School Houses. The District may provide evidence to FL DOE that the list contains errors or omissions within thirty (30) days after receipt of the list. By each April 1st, FLDOE shall update and publish a final list of all underused, vacant, or surplus facilities owned or operated by the District, based upon updated information provided by the District. A hope operator establishing a school of hope may use an educational facility identified in this section as prescribed in F.S. 1002.33(7)(d).

## Nonexclusive Interlocal Agreements

The Board may enter into nonexclusive interlocal agreements with Federal and State agencies, counties, municipalities, and other governmental entities that operate within the geographical borders of the District to act on behalf of such governmental entities in the inspection, issuance, and other necessary activities for all necessary permits, licenses, and other permissions that a charter school needs in order for development, construction, or operation. A charter school may use, but may not be required to use, the District for these services. The interlocal agreement must include, but need not be limited to, the identification of fees that charter schools will be charged for such services. The fees must consist of the governmental entity's fees plus a fee for the Board to recover no more than actual costs for providing such services. These services and fees are not included within the services to be provided pursuant to F.S. 1002.33(20). Notwithstanding any other provision of law, an interlocal agreement, or ordinance that imposes a greater regulatory burden on charter schools than on the District or that prohibits or limits the creation of a charter school is void and unenforceable. An interlocal agreement entered into by the District by the development of only its own District schools, including provisions relating to the extension of infrastructure, may be used by charter schools.

## Services

The Board will provide certain administrative and educational services to charter schools. These services shall include contract management services; full-time equivalent and data reporting services, exceptional student education administration services; services related to eligibility and reporting duties required to ensure that school lunch services under the National School Lunch Program, consistent with the needs of the charter school, are provided by the Board at the request of the charter school, that any funds due to the charter school under the National School Lunch Program be paid to the charter school as soon as the charter school begins serving food under the National School Lunch Program and that the charter school is paid at the same time and in the same manner under the National School Lunch Program as other public schools serviced by the Board; test administration services, including payment of the costs of State-required or Board-required student assessments; processing of teacher certificate data services; and information services, including equal access to the sponsor's student information systems that are used by public schools in the District. Student performance data for each student in a charter school, including, but not limited to, State-mandated testing scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Board to a charter school in the same manner provided to other public schools in the District.

The District will provide training to charter schools on systems the District requires charter schools to use.

The Board may withhold an administrative fee for the provision of such services which shall be a percentage of the available funds defined in F.S. 1002.33(17)(b) calculated based on weighted full-time equivalent students. If the charter school services seventy-five percent (75%) or more exceptional education students as defined in F.S. 1003.01(3), the percentage shall be calculated based on unweighted full-time equivalent students. The administrative fee shall be calculated as follows:

- A. Up to five percent (5%) for the following:
  1. enrollment of up to and including 250 students in a charter school as defined in F.S. 1002.33(20);
  2. enrollment of up to and including 500 students within a charter school system which meets all of the following:
    - a. includes conversion charter schools and nonconversion charter schools;
    - b. has all of its schools located in the same county;
    - c. has a total enrollment exceeding the total enrollment of at least one school district in Florida;
    - d. has the same governing board for all of its schools; or
    - e. does not contract with a for-profit service provider for management of school operations;
  3. enrollment of up to and including 250 students in a virtual charter school; and,
  4. Up to two percent (2%) for enrollment of up to and including 250 students in an exceptional student education center that meets the requirements of the rules adopted by the State Board of Education pursuant to F.S. 1008.3415(3).

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- B. Up to two percent (2%) for enrollment of up to and including 250 students in a high-performing charter school as defined in F.S. 1002.331.

The Board will not charge charter schools any additional fees or surcharges for administrative and educational services in addition to the maximum percentage of administrative fees withheld pursuant to this policy. The Board will not charge or withhold any administrative fee against a charter school any funds specifically allocated by the Legislature for teacher compensation.

The Board shall provide the FLDOE by no later than September 15th of each year the total amount of funding withheld from charter schools pursuant to this policy and Florida law for the prior fiscal year.

By September 15th of each year, the Board shall provide a report to charter schools it sponsors and the FLDOE on what services are being rendered from the District's portion of the administrative fee, including a list of the services.

If goods and services are made available to the charter school through the contract with the Board, they shall be provided to the charter school at a rate no greater than the Board'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 to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the mediation process, administrative proceeding, and any appeals to be paid by the party whom the administrative law judge rule against. To maximize the use of State funds, the Board shall allow charter schools to participate in the sponsor's bulk purchasing program if applicable.

The governing body of the charter school may provide transportation through an agreement or contract with the Board. The charter school and the Board shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the charter school as determined in its charter.

### **School Safety Requirements**

Each charter school in the District must comply with the requirements of F.A.C. 6A-1.0018 and Florida law pertaining to school safety, including the requirement that charter schools coordinate with the District's School Safety Specialist. See also, Board Policy 8405 (*School Safety and Security*) and Policy 8407 (*Safe-School Officers*).

### **Interpretation**

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

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

Effective 9/5/12

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