

ALTERNATIVE EDUCATION SCHOOL PROGRAMS

FILE: IHBH

TITLE: Dropout Prevention Program

POLICY:

The superintendent or designee shall develop for the school board's approval a Comprehensive Dropout Prevention Plan pursuant to Section 1003.53, Florida Statutes. The Plan shall include educational alternative programs, teenage parent programs, substance abuse programs, disciplinary programs and youth services programs. The Plan shall be incorporated and made a part of the District Pupil Progression Plan. This Plan shall be established so that guidelines are met for requesting state funding for program implementation, whenever applicable.

LAWS IMPLEMENTED: Sections 1003.53; 1001.51; 1008.25; 1011.62, Florida Statutes

STATE BOARD OF EDUCATION RULE: 6A-1.0994

ADOPTED: 10/12/93

TITLE: Charter Schools

POLICY:

CHARTER SCHOOLS (K - 12)

- (1) Pursuant to the provisions of Section 1002.33, Florida Statutes, The School Board of Orange County, Florida (hereinafter the "Board," "School Board" or "Sponsor") may authorize charter schools to meet the principles and fulfill the purposes set forth in Section 1002.33, Florida Statutes. Approved charter schools are fully recognized as public schools and shall receive services from the Sponsor as required by law.
- (2) The Board designates the School Choice Department (hereinafter "School Choice") to receive and review all charter applications.
- (3) School Choice shall make recommendations to the Board relating to charter school applications and contracts. The Board shall have final authority, by majority vote, to approve or deny any application and charter contract within the time period set forth in law, unless the applicant and the Board mutually agree to an extension.
- (4) The School Board hereby recognizes its authority and responsibility to implement the Florida Statutes and Florida State Board of Education Rules relating to charter schools, as amended from time to time, and in

addition adopts the standards, criteria, and procedures set forth in the sections below.

(5) Charter Application Process

- (a) All applications must be completed pursuant Section 1002.33, Florida Statutes and the Board's instructions for submitting applications as documented on the School Choice website and received in the appropriate Board's office on or before the submission deadline provided by the law. All applications must be turned in on the submission deadline date no later than 4:30 p.m. All submissions received after 4:30 p.m. on the submission deadline date shall be denied as untimely. Should the submission deadline fall on a non-business day, the deadline shall be extended to 4:30 p.m. on the next business day.
- (b) OCPS shall evaluate all timely applications as submitted as in accordance with the state-mandated deadlines and evaluation instruments. Applications submitted in-between deadline periods will be evaluated during the next evaluation period.
- (c) Applicants must submit the completed application on the most current Model Florida Charter School Application template with any other forms, templates or appendices required by Florida Statute and the Sponsor. Additional application requirements may be found on the OCPS School Choice web page.
- (d) The applicant's prior experience and success in establishing and operating charter schools shall be considered in making a determination to recommend approval or denial of an application. An applicant shall demonstrate exemplary academic and financial performance in all charter schools it established and operated in order to receive a recommendation for approval from School Choice for the application. Exemplary academic performance is demonstrated by operation of schools which receive no grade lower than a B.
- (e) At its sole and exclusive option, School Choice may invite the Applicant and Governing Board to attend a Capacity Interview conducted by School Choice staff and/or members of the charter application review team.
- (f) At its sole and exclusive option, the School Board may hold a work session to review the application. Only the applicant and members of the charter school founding board will be permitted to address the school board during the work session. No member of any

educational service provider (“ESP”) or other such management company shall be permitted to address the School Board during the presentation. The purpose of this provision is to allow the School Board to observe whether the founding board has the knowledge, skills, and abilities to conduct meaningful and continuing oversight over the operations of the school, as required pursuant to Section 1002.33(9)(i), Florida Statutes.

(g) Name of charter school. To mitigate the potential for misidentification, charter schools shall not use or bear the name of an existing public or charter school in Orange County, Florida.

(6) Contract Negotiation Process and School Opening

(a) School Choice shall negotiate any contract or amendment that substantially deviates from the standard charter contract. Upon tentative agreement by all parties, such contract shall be submitted to the Office of Legal Services for review and then to the School Board for approval.

(b) Request to Extend Negotiations/School Opening

The applicant and Board may mutually agree to extend the statutory timeline to negotiate and consider approval of the charter contract. Requests initiated by the applicant shall be presented to School Choice, in writing, by an authorized agent of the charter school, detailing the reason for the requested extension and proposed commencement date or timeframe.

(c) Applicants who do not enter into contract negotiations within: (1) the timeframe specified by law; or (2) the date of extension which has been mutually agreed upon in writing by both parties, will have the approval of the application automatically rescinded with no further action necessary by the School Board.

(d) If an approved applicant fails to enter into a charter school contract or open its charter school by the beginning of the mutually agreed upon date, or any deferral date established by law, the charter contract (if one was executed) shall be automatically revoked with no further action by the School Board.

(7) Charter Renewal Process

(a) Prior to renewal of a charter, the Office of School Choice Services shall perform a program review to determine the following:

(i) the level of success of the current academic program;

- (ii) achievement of the goals and objectives, as required by State Accountability Standards and successful accomplishment of the criteria under Section 1002.33, Florida Statutes;
 - (iii) the viability of the not-for-profit corporation operating the charter school;
 - (iv) the level of compliance with terms of the charter; and
 - (v) that none of the statutory grounds for non-renewal have been documented.
 - (b) Any charter school seeking renewal shall be required to complete all required charter renewal documents and undergo the Sponsor's renewal process. The charter renewal documentation shall include supporting documentation for items (i)-(v) above.
 - (c) Upon approval of the renewal by the School Board, the charter contract will be renewed following the charter negotiation process in paragraph (6) above.
 - (d) Charter schools that are not granted a renewal shall follow the non-renewal process delineated in Section 12 of this Rule.
- (8) Charter Amendments
- (a) There shall be no modification of any contractual provision(s) of the charter contract language, unless mutually agreed by both parties in writing. All amendments must be negotiated in compliance with the contract negotiation process as described in paragraph (6) above. Any unilateral modification made in the charter by the charter school is grounds for termination or non-renewal.
 - (b) Any charter school seeking an amendment must demonstrate:
 - (i) the success of the current academic program;
 - (ii) achievement of its goals and objectives related to accountability standards;
 - (iii) financial viability of the not-for-profit corporation operating the charter school; and
 - (v) compliance with the terms of the charter.
 - (c) The sponsor will deny an amendment request if the charter fails to demonstrate any of the items contained in (i)-(iv).

(9) Location Amendments

- (a) Requests for amendments for a change in the location of the charter school shall include the following information and supporting documentation:
 - (i) whether the change in location will be permanent or temporary. If the relocation will be temporary, the request shall include the period of time during which the school will be at the temporary location;
 - (ii) the effective date of the relocation;
 - (iii) documentation indicating that financial implications, feasibility, and student access issues have been addressed;
 - (iv) documentation indicating the school's property interest in the facility (owner or lessee);
 - (v) If the school leases the facility, any required disclosure pursuant to §286.23, Florida Statutes; and
 - (vi) the school shall provide documentation to the Sponsor of all necessary permits, licenses, zoning, use approval, facility certification and other approvals required for use of the facility by the local government, no later than fifteen (15) days prior to the initial use of the facility by the school.

(10) Education Program Amendments:

- (a) Significant changes in the curriculum or changes in grade levels (except when permitted by law) constitute a change in the educational program and shall require an amendment which may include submission of a revised charter school application pursuant to the initial application process. Requests for such amendments shall include the following information and supporting documents:
 - (i) Justification for change;
 - (ii) Effective date for change;
 - (iii) Evidence that the financial implications, feasibility and student/access issues have been addressed, including provisions for all required resources, staff and materials; and
 - (iv) Evidence of parental support.

(11) Enrollment Capacity Amendments

- (a) Changes to enrollment capacity shall include the following information and supporting documentation:
 - (i) Justification for change;
 - (ii) Effective date for change;
 - (iii) Evidence of proper facility approvals or allowable financial capacity; and
 - (iv) Evidence that financial implications, feasibility, and student access issues have been addressed.

(12) Charter Termination/Non-renewal Process

- (a) The Sponsor may choose to terminate the charter school contract before term expiration for any reason set forth in law and/or the charter school contract.
- (b) In the case of non-renewal or termination, the following procedures apply:
 - (i) The charter school shall be dissolved under the provisions of the law under which the charter school was organized.
 - (ii) The Superintendent or School Choice shall provide appropriate notification within the timeline specified by the law.
 - (iii) If the governing board agrees to termination and/or non-renewal, notification, in writing, shall be provided to the Sponsor, at least ninety (90) days before the effective termination date. A Board Resolution, signed by the charter school's governing board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor.
 - (iv) Student records and copies of administrative, operational, and financial records of the charter school shall be made available to the Sponsor on the effective termination date.
 - (v) The charter school's governing board shall notify the appropriate Sponsor offices so appropriate action can be taken regarding: staffing and planning; unencumbered public funds (except for capital outlay funds and program

grant funds); furniture, fixtures and equipment purchased with public funds; and student and financial records.

(13) Dispute Resolution

- (a) All disputes between the charter school and the parents/legal guardians of the students enrolled at the charter school shall be handled by the charter school governing board through it's representative to facilitate parental involvement.
- (b) All conflicts between the charter school and the employees of the charter school shall be handled by the charter school governing board.
- (c) All conflicts between the charter school and vendors of the charter school shall be handled by the charter school governing board.
- (d) Conflict resolution procedures must be clearly stated in charter school's policy.

(14) Management Companies/Education Service Provider

- (a) If a management company, education service provider 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 Sponsor for review prior to the approval of the charter school's contract.
- (b) Any amendments to these contracts shall be submitted to the Sponsor for review prior to execution by the charter school. A copy of all executed contracts must be provided to the Sponsor within the timeframe provided by the charter school contract.
- (c) All management company contracts with the charter school must make it clear that the charter school 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 with the management company/education service provider without cause with thirty (30) days prior notice and must comply with terms as stated in the charter school contract by and between the charter school and the Sponsor. Any default or breach of the terms of the charter school contract by the charter school management company/education services provider shall constitute a default or breach of the charter school contract by the charter school.

(15) Pre-Opening and Operational Compliance

- (a) The Sponsor shall not impose any policies or practices to limit charter school enrollment other than those as provided in state law and/or necessary to ensure the health, safety, and welfare of students.
- (b) The charter school shall comply with the charter school general monitoring requirements, as disseminated by School Choice for each school year.
- (c) All charter school decisions and financial transactions/relationships must be completely transparent and compliant with Florida Statute 1002.33.
- (d) School Choice may notify in writing the charter school of any discrepancies or deficiencies, whether fiscal, educational or related to school climate, along with the required corrective actions, as well as timelines to complete such corrective actions. At a minimum, copies will be provided to the charter school's governing board chair, charter school principal and School Choice.
- (e) The charter school's calendar will be consistent with the beginning of the Sponsor's calendar for each school year and must provide instruction for the minimum number of days and hours required by law for other public schools. Should the charter school elect to provide a summer program or year-round school, the charter school shall notify the Sponsor, in writing, each year to ensure appropriate record keeping.

(16) Student Code of Conduct, Student Handbooks, and Parent Contracts

- (a) Only the Sponsor may expel a student.
- (b) The charter school may follow the School Board's adopted Student Code of Conduct, and abide by the decision of the Area Administrator and/or independent Hearing Officer unless otherwise agreed upon by the parties, in writing. If an alternate student code of conduct has been approved by the Sponsor, the Sponsor shall be provided a copy of the student code of conduct adopted by the charter school annually. Any amendments must be approved by the Sponsor, prior to implementation.
- (c) Any student handbooks and parent contracts shall also be submitted to the Sponsor for review, prior to implementation. Any

amendments must be submitted to the Sponsor for review, prior to implementation.

- (d) The charter school may be required to provide proof of parent/guardian's receipt of student code of conduct, handbook or parent contract, upon reasonable notice.
- (e) No student handbook may require that a student will be expelled or in any way prohibited from attending the charter school based upon parents' failure to complete any volunteer hour requirements.

(17) Academic Accountability

- (a) School Choice or designee shall have ongoing responsibility for monitoring all approved charter schools. School Board members, the Superintendent, and staff members of School Choice shall have free and open access to the charter school at all times.
- (b) School Choice shall monitor adherence to the educational and related programs as specified in the approved application which sets forth the charter school's curriculum; instructional methods; any distinctive instructional techniques to be used, which include reading programs and specialized instruction for students who are reading below grade level; compliance with the Florida Standards; assessment accountability; and achievement of long- and short-term goals.
- (c) The charter school shall make annual progress reports to the Sponsor as indicated by the Sponsor's general monitoring requirements.
- (d) The Sponsor may require a charter school to submit a school improvement plan to ensure a plan to raise student academic achievement when the school grade falls below a "C" or receives a school improvement rating of unsatisfactory.
- (e) The Sponsor shall provide legal representation at charter school expense in all disputes regarding ESE and ELL students, including but not limited to, due process hearings for violations of the Individuals with Disabilities Education Act (20 U.S.C. §1400, *et seq.*) and/or §504 of the Rehabilitation Act of 1973 (29 U.S.C. §701 *et seq.*).

(18) Financial Accountability

- (a) Charter schools shall provide annual financial reports and program cost report information by the deadlines specified in the charter

school contract, in the state-required formats for inclusion in the Board's reporting in compliance with Florida law. In addition the school is required to submit its most recent IRS documentation (e.g. IRS Form 990) annually.

(b) Annual Financial Statements:

- (i) Unaudited and audited June 30 year-end financial statements shall be submitted to the Sponsor within the timelines specified by the charter school contract. These financial statements must be prepared in accordance with generally accepted accounting principles using governmental accounting standards.
- (ii) 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 school contract and will result in the Board's withholding of subsequent payments to the charter school without penalty of interest, (including state capital payments), and will be considered good cause for non-renewal or termination of the Charter Contract..

(c) Review and Audit:

- (i) The Sponsor has the right to review and audit, upon request, all financial records of the charter school to ensure fiscal accountability and sound financial management pursuant to Section 1002.33, Florida Statutes. The charter school shall provide School Choice with a copy of the management letter from any audits, as well as any responses to the auditor's findings with a corrective plan which shall be prepared and submitted within thirty (30) days from the date of the management letter.

(d) Financial Emergency:

- (i) The charter school shall ensure that, if a charter school's internal audit or annual financial audit reveals a state of financial emergency as defined by Section 218.503, Florida Statutes or deficit financial position, the auditors shall notify the charter school's governing board, the School Choice, and the Florida Department of Education.
- (ii) The charter school must provide the School Choice a detailed financial recovery plan, prescribing actions that will cause the charter school to no longer be subject to financial emergency and to be a viable entity.

- (iii) Unacceptable plans may result in termination of the charter school contract.
- (e) Grants:
 - (i) If the Sponsor is required to be the fiscal agent for a grant, the charter school shall comply with the Board's grant procedures and as indicated in the charter school contract.
 - (ii) The Sponsor shall receive written approval from the charter school to include the charter school in a board-wide grant. The appropriate pro-rata share of grants will be allocated to the charter school, as defined by the grant awarded.
 - (iii) The charter school is required to maintain adequate records to support grant-funded programs for the minimum years prescribed by the law. The Sponsor may review these records, upon five (5) days' notice.

(19) Immediate Termination

- (a) The Superintendent or designee shall have the right to immediately take action to terminate a charter school in the event the health, safety or welfare of the students at the charter school is threatened. The School Board will vote at its subsequent School Board meeting whether to ratify the Superintendent's decision to immediately terminate a charter school.
- (b) The Sponsor shall have the right to take any reasonable action consistent with the Florida Statutes and the State Board of Education rules to protect the health, safety or welfare of the students. In the event of immediate termination, the Sponsor shall assume the operation of the charter school through the end of any administrative action by the charter school to challenge the immediate closure. If the immediate closure is upheld, the Sponsor will then decide whether to continue or cease operations of the charter school in its sole and exclusive discretion.

- (20) Interpretation -- In the event that an existing charter school contract provision is found to be inconsistent with this Policy, the contract provision prevails. However, the charter school contract may be updated to comply with this Rule upon its next amendment or renewal, at the discretion of the Sponsor. Any charter school approved after the adoption of this Rule is required to be fully consistent with this Rule in the first instance.

SPECIFIC AUTHORITY: 218.503; 1002.33; and 1013.62, Florida Statutes

ADOPTED:
REVISED: 06/11/2019