



RULES OF THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

Title 6Gx50
Chapter 2. General Administration
Section 2.57

Policy 2.57 Charter Schools

- A. Pursuant to the provisions of Chapter 228, Fla. Stat., and subsequent amendments, The School Board of Palm Beach County may sponsor charter schools to:
1. Improve student learning;
 2. Increase learning opportunities for all students, with special emphasis on expanded learning experiences for students identified as academically low achieving;
 3. Encourage the use of different and innovative learning methods;
 4. Increase choice of learning opportunities for students;
 5. Establish a new form of accountability for schools;
 6. Require the measurement of learning outcomes and create innovative measurement tools;
 7. Make the school the unit for improvement;
 8. Relieve schools of paperwork and procedures that are required by the state and the District for purposes other than health, safety, equal opportunity, fiscal accountability and documentation of student achievement;
 9. Create new professional opportunities for teachers.
- B. The School Board designates the Superintendent to receive and review all charter applications. The Superintendent shall recommend the approval or denial of each charter application within the time period provided by law. The Superintendent or designee shall work with each applicant to develop a charter contract. The Superintendent shall make recommendations to the School Board relating to charter school contracts.
- C. The School Board hereby adopts Florida Statutes, and Florida State Board of Education Rules relating to charter schools and in addition:
1. Requirements.
 - a. A charter school shall maintain all financial records of their accounting system with the accounts and codes prescribed in the Financial and Cost Accounting and Reporting for Florida Schools.
 - b. The annual financial audit must be in the state required format.
 - c. A charter school that is eligible to receive Title I funds shall submit an approved Title I Schoolwide Plan within three (3) months of becoming a designated Title I school. Failure to submit an approved plan will result in withholding of Title I funds.
 2. Charter School Negotiation Process

There shall be no modification of any contractual provision(s) of the model charter language, unless mutually agreed by both parties in writing. Any such modification made in the charter by the applicant is grounds for termination or non-renewal of the Charter.

3. Curriculum and Accountability

The Superintendent or designee shall have ongoing responsibility for monitoring the health, safety and well-being of students and the fiscal responsibility of all approved charter schools. The Superintendent or designee, District Auditor, and all School Board members shall have free and open access to the charter school at all times.

4. Food Services

- a. It is the responsibility of the charter school to provide food services per District, State and Federal rules and regulations established by the U.S. Department of Agriculture ("USDA").
 - b. The charter school may contract with the District to provide food services. Where applicable, the charter school must provide pick-up service and personnel to distribute and account for meals according to USDA guidelines. Appropriate storage, holding, and serving equipment will be provided by charter schools, if needed. All District, State and Federal rules and regulations must be followed.
5. Emergency Termination

The Superintendent or designee shall have the right to immediately take action for good cause or in the event the health, safety or welfare of the students is threatened. The School Board may take further action at the next Board meeting.

6. Internal Financial Controls and Audit Process
- a. Financial Information.

In order to provide comparable financial information, 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 schools shall provide annual financial reports and program cost report information by July 31 in the state-required formats for inclusion in District reporting in compliance with § 236.82(1), Fla. Stat. The financial statements are to be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting, *regardless* of corporate structure.

- b. 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 District by July 1, and annually thereafter.

- c. Monthly Reconciliation of Bank Statements

Within forty-five (45) days of month end, the charter school shall provide to the District reconciliations of all bank accounts. A copy of the entire bank statement must be attached to the bank reconciliation.

- d. Quarterly Reports

On or before October 31, January 31, and April 30 of each fiscal year, the charter school shall provide to the District all applicable financial statements including a Balance Sheet and a Statement of Revenues, Expenditures and Changes in Fund Balances. These reports must be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting as stated in Section (6)(a) above.

- e. Annual Financial Statements

Unaudited June 30 year-end financial statements shall be submitted to the District by July 31. These financial statements must be prepared in accordance

with Generally Accepted Accounting Principles using governmental accounting as stated in Section (6)(a) above.

f. Annual Financial Audit

The charter school agrees to submit to and pay for an annual financial audit in compliance with Federal, State and School District 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 selected by the governing board of the charter school, and shall be delivered to the District within ninety (90) days following the end of the District's fiscal year. The annual contract (engagement letter) for the audit must be delivered to the District immediately upon signing. The charter school further agrees to provide the District with a copy of the management letter, as well as any responses to the auditor's findings with a corrective action plan, by October 31. The District reserves the right to perform additional audits as part of the District's financial monitoring responsibilities as it deems necessary.

g. Review and Audit

The District 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 § 228.056(8)(g), F.S. The charter school further agrees to provide the District 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.

h. Florida Department of Education Technical Assistance

If a dispute or conflict relating to any financial or compliance audit of the charter school should arise, both parties, jointly, may request in writing technical assistance from the Florida Department of Education.

i. Accounting Services

The charter school shall obtain the services of an accountant to assist in compiling and maintaining financial records, reconciling bank statements, preparing financial reports and obtaining an annual audit. On or before July 1 of each fiscal year, the charter school shall provide to the District a copy of the contract for such services. If the accountant is an employee of the charter school a memorandum stating that fact along with a copy of the accountant's resume shall be forwarded to the District upon hiring.

j. Negative Fund Balance

If a charter school is deemed to be operating at a negative fund balance, the School District may take any and all necessary steps to determine if the charter school will be allowed to continue to operate in such a manner.

7. Protection of Health, Safety and/or Welfare of Students

The Superintendent or designee 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.

STATUTORY AUTHORITY: §§ 230.22(2); 230.23(17), 230.23005, Fla. Stat.

LAWS IMPLEMENTED: §§ 121.051; 228.056, 228.0561, 229.053(2)(o); 768.28, Fla. Stat.

ADOPTED: 02/05/97; 10/01/97; 10/07/98; 10/20/99; 10/25/00

Pages 2.40 - 2.406